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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
LOUDONVILLE-PERRYVILLE BOARD OF EDUCATION
AND
LOUDONVILLE-PERRYVILLE EDUCATION ASSOCIATION



July 1, 2013 – June 30, 2015

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This Contract is by and between the Loudonville-Perrysville Board of Education (hereinafter, the Board) and the Loudonville-Perrysville Education Association (hereinafter, the Association).

ARTICLE I RECOGNITION/NEGOTIATIONS PROCEDURES

A. Recognition of the Association

The Board recognizes the Association, affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative, for the purposes of collective bargaining. Further, it understands that this recognition includes all certificated/licensed teaching, non-supervisory personnel. It is understood that this recognition (recognition of the Association) is subject to the certification of the State Employment Relations Board. This recognition includes both full-time and part-time members who are under contract and paid on an annual, per diem, or hourly basis as well as those members who are on a leave of absence. Substitute teachers who are employed for 60 (or more) consecutive days for the same teacher, shall be included in this recognition agreement. Management level employees, supervisors, seasonal employees, and casual employees (as defined in ORC 4117) shall be excluded from this section of this Contract. Members of the Association bargaining unit shall hereinafter be referred to as "the members."

B. Negotiations Procedures

1. Scope of Negotiations

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

2. Initiation of Negotiations and Timelines for the Bargaining Process

- a. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modifications to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of schools and notice by the Board shall be served on the president of the Association.
- b. The parties shall continue in full force and effect and all the terms and conditions of the existing Collective Bargaining Agreement, without resort to strike or lock-out, for a period of 60 days after the party gives notice or until the expiration date of the Collective Bargaining Agreement, whichever occurs later.

3. Collective Bargaining

- a. Negotiations Teams – The collective bargaining procedure shall be conducted between representatives of the Board and representatives of the Association. Each team may consist of no more than five members. Representation for either the Board or the Association shall be solely as determined by the respective party.
- b. Consultants – Either team may utilize the assistance of consultants.
- c. The Initial Negotiating Session – The Association president and the Superintendent shall meet within 15 calendar days from the date that the Superintendent receives the initiating letter to arrange the date of the initial negotiating session.
- d. Negotiations in Closed Session – Negotiations shall be conducted in closed session and shall involve only members of the teams, third party consultants as provided for in this procedure, and others as mutually agreed to by the teams.
- e. “To bargain collectively” means to perform the mutual obligation of the Board, by its representatives, and the representatives of its members to negotiate in good faith at reasonable times and places with respect to matters set forth in Section B (1) above, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- f. General Provisions
 - (1) Caucus – Either team may call for a caucus during a session. A caucus shall be for a period of not more than 30 minutes unless otherwise mutually agreed to.
 - (2) Exchange of Information – The Board and the Association agree to provide the other upon request pertinent information to areas that are the proper subject of negotiations. The requesting party shall be responsible for the cost of such information.
 - (3) Reporting Procedures – Each team is responsible for making periodic bargaining progress reports to the party that the respective team represents.
 - (4) Tentative Agreement – As item(s) are negotiated and agreement reached, said item(s) shall be reduced to writing and signed by a representative of each team.
 - (5) Meetings – The initial session, and all future sessions, shall not adjourn until a time, place, and date have been established for the next negotiating session.

4. Agreement

The final agreement reached through negotiations shall be reduced to writing, signed by the spokesperson of each party as a tentative total contract, and submitted by the Association to the membership for ratification. If ratified by the Association, the tentative contract shall be submitted to the Board for adoption or rejection. The Board must make said adoption or rejection within 15 calendar days of the date of notification of Association ratification. If the contract is ratified by the Association and adopted by the Board, it shall be so noted in the minutes of the Board and shall become the contract between the Board and the Association.

5. Disagreement

The following alternate dispute settlement procedure shall replace ORC 4117.14 (C) (2) through 4117.14 (D) (1) as provided for under ORC 4117 (C) (1) in the negotiations for a successor Agreement.

If agreement is not reached within 60 calendar days after the initial negotiating session held under this article or 45 calendar days before the expiration of this Agreement, whichever comes sooner, either party shall have the right to request, in writing, the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS), or any other mediation service mutually agreed upon by the parties, and such request shall be deemed a joint request. The mediation period shall terminate on the expiration date of this Agreement, unless the parties otherwise agree.

Any costs associated with the mediation process will be shared equally between the parties.

ORC 4117.14 (D) (2) and provisions thereafter shall then apply.

6. No Reprisal

No reprisals of any kind shall be taken by the Board or its representatives against any member for participating in any part of the negotiation process, including preparation and research of proposals and/or membership on the negotiating team.

C. Definitions

Days – shall mean calendar days, unless otherwise specified.

Work Days – shall mean a normal five-day workweek, Monday-Friday, excluding legal Federal and/or State holidays.

School Days – shall mean any day in which students are normally in attendance and teachers are expected to report for duty.

ARTICLE II GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an alleged violation of a specific article or section of this Agreement.
2. A grievant/aggrieved shall mean a member, a group of members, or the Association alleging that a grievance has occurred.
3. A group grievance must have arisen out of similar circumstances affecting each member or a group of members.
4. A "member" shall mean a member of the bargaining unit.
5. The term "days" when used in this article shall mean working days unless otherwise stated. Thus, weekend, vacation, and calamity days are excluded.
6. Parties in interest shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.

B. Procedure

1. Step One: Informal

Within 15 working days of the time the grievance incident occurs, the member will present the grievance to his/her principal during non-teaching hours. Within five working days after presentation of grievance, the principal shall give his/her answer orally to the member.

2. Step Two:

- a. Within 10 working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the principal on the form provided in Appendix "A" of this Agreement.
- b. The "statement of grievance" shall name the member involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the member and shall indicate the specific relief requested. Said "statement" shall be properly filled out by grievant.
- c. Within 10 working days after receiving the grievance, the principal shall communicate his/her answer in writing to the grievant.

3. Step Three:

- a. If the grievance is not resolved in Step Two, the grievant shall within 10 working days of receipt of principal's answer, submit to the Superintendent a written "statement of grievance" signed by the grievant. A copy shall be given to the principal involved at the same time.
- b. No later than five working days after receiving the grievance, the Superintendent shall meet with the grievant to provide dialogue regarding the facts of the grievance. Said meeting can be waived by the grievant.
- c. After meeting with the grievant and/or considering the facts involved, the Superintendent or his/her designated representative shall give the grievant an answer in writing. This answer shall be given within five working days if said meeting takes place, and within 10 working days of the filing at this level if said meeting is waived.

4. Step Four:

- a. If the grievance is not resolved in Step Three, the grievant shall, within 10 working days after receiving the decision of the Superintendent, appeal this decision to the Board. This appeal shall be in writing and accompanied by a copy of the decisions in Steps Two and Three.
- b. No later than 20 working days after receiving the appeal, the Board shall meet with the grievant in executive session to hear the grievance. Said meeting can be waived by grievant.
- c. After hearing the appeal by the grievant and/or considering the circumstances involved, the Board shall communicate its decision in writing to the grievant. This decision shall be rendered within five working days if a hearing takes place, and within 20 working days of receipt of the appeal if said hearing is waived.
- d. At the Board hearing the grievant may not present any material, allegations, or remedy that was not presented in Step Three.

5. Step Five – Arbitration:

If the grievant is not satisfied with the disposition of the grievance by the Board at Step Four, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step Five. The grievant's request for arbitration shall be made within 10 working days following the receipt of the disposition of the grievance in Step Four. The grievant's request for arbitration shall be by certified mail, return receipt requested, to the treasurer of the Board.

Within 10 working days following receipt of the grievant's request for arbitration by the treasurer, the Board or its designated representative and the grievant or his/her representative shall mutually petition the American Arbitration Association to provide an arbitrator in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator will render a decision as soon as possible after the hearing and such decision will be binding on the parties. The cost of the arbitrator will be shared equally by the Board and Grievant/Association. A grievance may not be taken to Step Five – Arbitration without the approval of the Association Executive Committee.

C. Appearance and Representation

1. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for the grievant, the administration, and the Board to attend. Such hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.
2. The Board and the grievant are responsible for the payment of costs incurred in any grievance meeting.
3. If the grievance arises from an action of authority higher than the principal of a school, the member may present such grievance initially at Step Three of this procedure.

D. Time Limits

1. Time limits provided in this Agreement may be extended by mutual agreement when signed by both parties.
2. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the Board's answer at the previous step.

E. Rights of Teacher to Representation

No reprisal nor discriminatory action of any kind shall be taken by the Board or by any member of the administration against any party of interest, any Association representative, any member of the Association Executive Committee, or any other participant in the grievance procedure by reason of such participation.

Any party of interest may be represented at any or all stages of the grievance procedure by a person of his/her choosing from the bargaining unit, the Association, a representative of the Association, or of the legal profession.

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

ARTICLE III LEAVE PROVISIONS

A. Sick Leave

1. All members who are employed by the Board shall be entitled to 15 sick leave days with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Members may use sick leave for absence due to medical appointments, illness, injury, pregnancy related illnesses, adoption of infants, exposure to contagious disease which could be communicated to other members, illness, injury, or death in the immediate family, or death of a close relative.
 - a. An employee is entitled to substitute an unpaid leave for pregnancy related illnesses, but must elect the paid/unpaid status at the time of application. The duration of this leave is dependent upon a physician's written determination.
2. Those regular members who render part-time, seasonal, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time members herein.
3. Sick leave shall be cumulative to 260 workdays.
4. The term "immediate family" shall include: father, mother, stepparent, husband, wife, child, sister, brother, stepchild, and any person living in the same household.
5. The term "close relative" shall include: grandparent, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle and grandchild.
6. A member who has exhausted his/her accumulated sick leave shall be credited five days of additional sick leave annually. Such credited leave will be deducted from final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to pay the Board back.
7. Sick leave days may be taken as needed and shall be computed, for record keeping purposes, as follows:

1 - 2 hours — 1/4 day
2 - 4 hours — 1/2 day

4 - 6 hours — 3/4 day
6 hours — 1 day

B. Child Rearing Leave

A maternity leave of absence without pay shall be granted to a member for the purpose of childbearing and/or child rearing as follows:

1. A member may be granted unpaid leave of absence for the remainder of the school year and the following school year, for the purpose of childbearing or child rearing upon written request to the Superintendent. If the member so elects, this leave may start when leave for pregnancy related illnesses, as defined in A.1.a. above expires.
2. A member adopting a child shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child (four years of age or younger), or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one year.

C. Family Medical Leave

An employee who is working for the district is eligible for FMLA leave during a 12-month period. FMLA shall be without pay unless using accrued paid sick leave. The 12-month period shall be September 1 through August 31 of each calendar year.

An eligible employee may take FMLA leave for the following:

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The serious illness of an employee's spouse, parent, or child;
4. The employee's own serious health condition that keeps the employee from performing the essential functions of the job.

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

D. Sabbatical Leave

After having completed five years of teaching in the Loudonville-Perrysville Exempted Village School District, and upon written application of the member, sabbatical leave may be granted subject to the approval of the Superintendent and the Board to members who have accepted a fellowship or scholarship to an educational institute or have been accepted to a graduate program, or have been accepted in an exchange teacher program. On his/her return, the member's experience level shall be credited with the sabbatical leave being counted as teaching experience. Said fellowship, scholarship, graduate program or exchange teacher program shall be directly related to said member's teaching field, or toward additional certification in the field of education.

E. Military Leave

Military leave of absence shall be granted to any regular contract member who shall be inducted or who shall enlist for military duty with any branch of the Armed Forces of the United States. Any member whose teaching service in the Loudonville-Perrysville Exempted Village School District has been interrupted by service in the Armed Forces shall be reemployed and given full credit on the salary schedule up to a maximum of five years. Said member shall be considered as if teaching service had been performed during such time as served in the Armed Forces.

Any member returning from a military leave of absence shall be returned to a position with status comparable to that held before leave. When the member returns, he may be reassigned but has the right of a conference and reasons in writing as to why the reassignment is necessary.

A member on military leave shall return to the teaching duties of the Loudonville-Perrysville Exempted Village School District at the beginning of a school year only, and written notice must be given by the returning member at least 90 days prior to beginning of said school year.

F. Assault Leave

A member shall be granted assault leave by the Superintendent in the event that said member is absent due to physical disability resulting from an assault that occurs in the course of Board employment. In no event shall assault leave extend beyond one year.

Notification for the use of assault leave shall be on prescribed forms (see Appendix F) and shall be signed by the member and, if applicable, the licensed physician of the member.

Assault leave granted under this provision shall not be charged against sick leave earned or leave granted under other leave provisions.

This provision shall be uniformly administered.

If a member becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his retirement.

G. Jury Duty

Members may be absent for jury duty. Notice shall be given to the Superintendent's designee in advance of such absence. The Board shall pay a member the difference between jury pay and the member's regular salary.

H. Court Leave

Subject to the approval of the Superintendent, paid court leave of up to five days may be granted when a member is subpoenaed for a court of the United States, state of Ohio, or any other political subdivision.

Court leave may be utilized by no more than three members at one particular time.

This policy shall be uniformly administered.

I. Professional Meetings and Trips

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

1. Request for attendance at professional meetings within the state and for no longer than three days, shall be submitted on the appropriate form to the principal or immediate supervisor, who will approve or disapprove and forward the request to the Superintendent of schools. The Superintendent will then approve or disapprove the request on the relative merits, potential worth to the school district, and the availability of funds.
 - a. Head varsity coaches shall be permitted to use one professional day to attend the state tournament in the sport(s) they coach.
2. Request for out-of-state conferences and professional meetings lasting longer than three days will be submitted on the appropriate form one month prior to the date requested.
3. Reasonable reimbursement shall be made upon completion of the proper form requesting same and the submission of receipts.

4. General Conditions

Meetings must be applicable to member's area of current assignment.

5. Reimbursement Allocations

When professional leave is approved the following reimbursements shall apply:

- a. Lodging: A maximum of \$80.00 per night
- b. Meals: \$30.00 per day maximum
- c. Mileage: at the current IRS rate, up to a radius of 750 miles
 - (1) May substitute receipted air or surface transportation bills within limit.
 - (2) Parking reimbursed at the daily actual cost.
- d. Registration fee (receipt required)
- e. Miscellaneous expenses (receipts where possible)
- f. Reimbursement cut-off will be five workdays after return.

J. Personal Leave

1. a. A member may be absent from duty without loss of pay for three days during a school year. Except in emergencies, a written notice of intended absence shall be submitted to the principal or immediate supervisor at least 48 hours prior to the expected absence.
- b. New members who work less than a full school year will be credited one personal leave day for each 60 days worked, to a maximum of three days. The notice requirements in section (a) shall apply. If these day(s) are not used, they shall be forfeited.
- c. Except in emergencies, personal leave will not be granted on in-service days, the day before or the day after a holiday, vacation, in-service day, or during the first week and last three weeks of school. No more than 10 members may be absent on any one day.

Application for personal leave shall be submitted on the prescribed form. (Appendix C)

2. Non-Use Incentive

In each school year that a member does not use the three available days of personal leave, the following incentive formula will be used:

- a. If none of the three days are used, then the member shall receive either the equivalent of three days of substitute pay or one day of substitute pay and an additional day of severance pay to be added to the total derived from unused sick leave as provided in Article VII, Section A, 4. a., "Severance Pay" (page 47).
- b. If one of the three days are used, then the member shall receive either the equivalent of two days of substitute pay or an additional day of severance pay to be added to the total derived from unused sick leave as provided in Article VII, Section A, 4. a., "Severance Pay" (page 47).
- c. If two of the three days are used, then the member shall receive the equivalent of one day of substitute pay.
- d. If all three days are used, then the member shall not be eligible for this non-use incentive.
- e. For purposes of this section, "substitute pay" is the day-one substitute rate of pay pursuant to Board policy.

Payments made under this provision shall be included in the last regular pay in June of each school year.

This policy shall be uniformly administered.

K. Association Leave

Association members shall be granted a maximum of four days Association leave annually to permit Association officers and/or members to attend Association sponsored meetings and to attend to other Association business. Approval of Association leave will be at the discretion of the Association president.

L. Member Emergency Security Program

1. The Member Emergency Security Program is designed to provide paid days for serious personal illness or family illness to contributors to the bank who have exhausted their accumulated sick days as provided under Section A of this article and who are experiencing prolonged personal or family illness.
2. Use of days from the sick leave bank will be limited to serious personal illness of the bargaining unit member, spouse, or the bargaining unit member's dependent children and/or parents. A doctor's statement is required with the application in order to be considered. To be eligible a member must have used all available sick leave, requested and then used the five-day advance provided for in this Contract and involve a specific illness or injury of 20 consecutive days or more. The amount of sick leave awarded under this program shall not exceed 120 days per condition or the number of days remaining in that current school year, whichever is less, but it must be re-certified that the effects of the serious accident or that the major illness continues to exist at the end of each 30-day period of use.
3. Emergency sick leave shall be approved for all members who have:
 - a. used all available sick leave, earned and borrowed;
 - b. presented a physician's certificate indicating an absence due to a single illness or accident that will last, or exceed 20 consecutive days, and, if possible, specify the period of time that will be necessary for recovery;
 - c. contributed to the sick leave pool of this program. Eligibility is to be based on the contribution of a sick leave day by September 15 or the tenth full day of school whichever is later of each school year and at times when additional donations are needed to replenish the pool. In the case of new member(s) hired, such contribution must be made within 15 school days of their hiring by the Board; and
 - d. after the first 30-day period of pool days, submitted a second doctor's opinion. The need for additional pool days will be reviewed by the LPEA/Superintendent Committee before such additional pool days are granted. The decisions of the Committee are final and not grievable.

4. The sick leave pool is formed from the contribution of one day of accumulated sick leave from each member who wishes to participate in the program on an annual basis unless otherwise determined by the Association. Unused days in the sick leave pool, if any, shall be carried over to the next school year. When the Association determines that the number of days in the pool is adequate, no donation will be required from members who donated a day the previous school year; however, the donation of a day would be required from a member(s) who desire to be eligible for this program for the first time. Membership in the program is open at the start of the school year only except for newly employed members. Once a day has been contributed to the sick leave pool it cannot be withdrawn.
5. Members are not eligible to be granted entry into the Emergency Security Program if:
 - a. they have not donated a day of accumulated sick leave each year (when required) or have failed to donate a day when replenishment is necessary; members who are in good standing and have been approved for the Emergency Security Program shall not be required to donate a day of sick leave when replenishment occurs to remain in good standing;
 - b. they are voluntarily absent for any reason;
 - c. it is a routine maternity;
 - d. the specific injury or illness is not 20 consecutive days or more;
 - e. they are eligible for any other paid leave or compensation that equals or exceeds their normal salary; or
 - f. they are eligible for STRS disability. After 60 days use from the sick leave pool, the member must investigate STRS disability eligibility.
6. The number of days permitted to accumulate in the sick leave pool and the need to replenish the pool shall be determined by the Association on an annual basis, or as may be otherwise required. The Association shall be responsible for: (1) notification to members that the program is open for donations (this includes new member[s]), (2) distribution and collection of donation and application forms, (3) preparation of a listing of all current participants of the program, (4) maintain a tabulation of the number of days that are in the pool and the use of such days, and (5) determine the need for replenishment of the pool and so notify the participants of the program. The treasurer of the Board will provide the Association president or designee with information regarding days that are being used from the pool. Such reports will occur on a weekly basis.
7. Any of the requirements of this program shall not have an impact on the administration of sick leave as is required in Section A of this article.

M. Intermittent and Reduced Leave

Intermittent leave is leave taken in several blocks of time due to a single illness or injury.

Reduced leave is a leave scheduled that reduces an employee's usual number of hours per week or hours per workday.

Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child, adoption/placement of a child.

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is:

1. to care for a family member;
2. for the employee's own serious health condition;
3. is foreseeable based on planned medical treatment; and
4. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, then the Board may require the employee to choose either to:
 - a. take the leave for a period or periods of a particular duration, not greater than the planned treatment or,
 - b. transfer temporarily to an available alternative position for which the employee is qualified, which is equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Limitations shall also apply to instructional staff who take leave near the end of a semester. When an instructional employee begins leave more than five weeks prior to the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. the leave will last at least three weeks and
2. the employee would return to work during the three-week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five week period before the end of the semester, the Board may require the employee to continue taking leave until the end of the semester if:

1. the leave will last more than two weeks and
2. the employee would return to work during the two-week period before the end of the semester.

When the instructional employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a semester, and the leave will last more than five working days, the Board may require the employee to continue taking leave until the end of a semester.

Benefits

The Board will maintain the employee's health coverage under the district group health insurance plan during the period of the FMLA leave.

The employee will not lose any other employment benefits such as group life insurance, sick leave, educational benefits and pensions accrued prior to the date on which leave began, but is not entitled to accrue seniority or sick leave benefits during the sick leave period, unless accrued paid leave is used.

Notice

When the FMLA is foreseeable, the employee must notify the district of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the district's operations.

Alleged violations of this leave shall be resolved through Article II (Grievance Procedure) of this Contract.

ARTICLE IV TEACHING CONDITIONS/EVALUATION

A. Length of Member Contract Year - School Calendar

1. The Calendar Committee shall develop a school calendar(s) and shall forward said recommended calendar(s) to the Board by February 1 of each year. The Calendar Committee shall consist of one LPEA member, one support staff member, and one administrator. The Committee's task shall be to develop guidelines, develop contingency plans, and submit a calendar to the Board. If a calendar is not submitted by February 1, the Board will develop its own calendar.
2. The calendar that is adopted by the Board shall be in accordance with the following:
 - a. The contract year for members shall be 184 days, which shall include:
 - (1) One preschool preparation day.
 - (2) Two in-service training days, one of which will be scheduled no sooner than five days (excluding Saturdays, Sundays, and holidays) prior to the first student day of school as set by the Calendar Committee.
 - (3) One record day for members, which shall be the final day of the member contract year.
 - (4) Two days for parent-teacher conferences — no students in attendance on these days.

(5) No more than 178 days with students actually in attendance.

3. Any make-up of a calamity day(s) that would be required by law or any altering of the school calendar that would impact on the conditions of employment of members shall take place on a day which has been mutually agreed upon by the Board/designee and the Association. Calamity days that are to be made up would be those days when school and/or member workdays, in-service days, parent/teacher conference days, etc., are scheduled but not held pursuant to RC 3317.01(B) [calamity days].

B. Supervisory Duties

Members shall be required to perform supervisory duties as assigned during the specified member workday as long as adequate moving and travel time are allowed for beyond the periods of teaching and supervisory responsibilities. The administration in the buildings where the supervisory duties are being performed will provide advance assignment notification to the members performing supervisory duties in order to prevent duplication.

C. Duty-Free Lunch Period

Each full-time member employed by the Loudonville-Perrysville Board of Education shall be granted daily a duty-free lunch of no less than 30 consecutive minutes.

D. Standards-Based Teacher Evaluation

The Loudonville-Perrysville Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the Standards for the Teaching Profession as set forth in State law.

The Loudonville-Perrysville Board of Education adopts the Ohio Teacher Evaluation System (OTES) Model as approved by the State Board of Education.

The Loudonville-Perrysville Board of Education believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the Collective Bargaining Agreement (CBA) with the Loudonville-Perrysville Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Loudonville-Perrysville Board of Education.

The Loudonville-Perrysville Board of Education authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Loudonville-Perrysville Education Association for the express purpose of recommending necessary changes to the Loudonville-Perrysville Board of Education for the appropriate revision of this policy.

Definitions

"OTES" — stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" — For purposes of this policy, "teacher" means licensed instructors who spend at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

1. A license issued under RC 3319.22, 3319.26, 3319.222 or 3319.226; or
2. A permanent certificate issued under RC 3319.222 as it existed prior to September, 2003; or
3. A permanent certificate issued under RC 3319.222 as it existed prior to September, 2006; or
4. A permit issued under RC 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Loudonville-Perrysville Board of Education and the Loudonville-Perrysville Education Association.

The Superintendent, treasurer and any "other administrator" as defined by RC 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" — For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

1. Meets the eligibility requirements under RC 3319.111(D); and
2. holds a credential established by the Ohio Department of Education for teacher evaluation; and
3. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Loudonville-Perrysville Board of Education shall authorize the Superintendent/ designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" — means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" — for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

“Student Learning Objectives” (SLOB) — include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

“Shared Attribution Measures” student growth measures that can be attributed to a group.

“Valued-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;
2. Skilled;
3. Developing; or
4. Ineffective

The specific standards of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and 50% on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise 50% of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have instructional responsibility;

3. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
7. Assuming responsibility for professional growth, performance and involvement.

Formal and Informal Observation Sequence

1. All instructors who meet the definition of "teacher" under RC 3319.111, and this policy shall be evaluated based on at least two formal observations and periodic informal observations each school year.
2. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic informal observations.

A teacher who has been granted a continuing contract by the Loudonville-Perrysville Board of Education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Loudonville-Perrysville Board of Education shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by May 20th.

In evaluating teacher performance in these areas, the Loudonville-Perrysville Board of Education shall utilize the measures set forth by the Ohio Department of Education's *OTES Teacher Performance Evaluation Rubric* for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

Formal Observation Procedures

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

Informal Observation Procedures

1. Informal observations shall not unreasonably disrupt and/or interrupt the learning environment.
2. Data gathered from the informal observations must be placed on the form designated in Teacher Evaluation Form.
3. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, Loudonville-Perrysville Board of Education adopts the Ohio Department of Education's *Ohio Teacher Evaluation System (OTES)*, which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has 60 or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Loudonville-Perrysville Board of Education will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved.

- A1. Teacher's instructing in value-added subject exclusively¹;
 - A2. Teachers instructing in value-added courses, but not exclusively²;
- OR
- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
 - C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Loudonville-Perrysville Board of Education will utilize them in the evaluation process, to the extent set forth in the Appendix of the *District Student Growth Measurement Index*. Teachers instructing in valued-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

¹If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25% of the student growth factor of the evaluation will be based upon the value added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50% shall be based on the value-added progress dimension.

²For these teachers, value-added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³If used, only one "shared attribution" measure can be utilized per instructor.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the *District Student Growth Measurement Index*.

When neither teacher-level value-added data nor Ohio Department of Education approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers as set forth in the Appendix of the *District Student Growth Measurement Index*. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Loudonville-Perrysville Board of Education. The Board's process for creating and revising SLOs is set forth in the Appendix of the *District OTES Student Growth Measures Manual*.

Data from these approved measures of student growth will be scored on five levels in accordance with Ohio Department of Education/OTES guidance and converted to a score in one of three levels of student growth:

1. Above;
2. Expected;
3. Below.

The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first year's evaluation shall be completed by the first day of May of the second school year following the effective date of this agreement.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

Teacher Performance
(Student Growth Measure)

	4	3	2	1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Should an issue arise with the teacher evaluation policy in which a teacher believes that fundamental fairness has not occurred, he/she shall have the following rights:

1. A teacher shall be allowed to request a different evaluator and the District may honor such request. This would normally occur due to a disagreement with the rating of performance. Reasonable efforts will be made to honor a change request.
2. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
3. Any violation of either procedural or substantive due process shall automatically require reemployment under a one-year extended limited contract if the teacher is eligible for a continuing contract or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

1. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluation from those available to the Loudonville-Perrysville Board of Education for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

2. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."
3. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

Core Subject Teachers — Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two of the three most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Loudonville-Perrysville Board of Education, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to RC 3319.16:

1. Failing to complete all required written examinations under this section;
2. A failing score on a written examination(s) taken pursuant to this section;
3. A rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
4. Failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Loudonville-Perrysville Board of Education has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Loudonville-Perrysville Board of Education on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

“Retention” for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

“Promotion” as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Loudonville-Perrysville Board of Education will consider teacher performance as indicated by evaluations.

“Poorly Performing Teachers” refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the Collective Bargaining Agreement (CBA).

Nothing in this policy will be deemed to prevent the Loudonville-Perrysville Board of Education from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement (CBA) in effect between it and the Loudonville-Perrysville Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Loudonville-Perrysville Board of Education reserves the right to non-renew a teacher evaluated under this policy in accordance with RC 3319.11 notwithstanding the teacher’s summative rating.

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until two years of data have been collected and three evaluation cycles have been completed.

Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

Whenever there is an involuntary transfer to a different subject area, the three-year data period for evaluation usage resets.

Evaluation

Orientation

Not later than October 1 each year that evaluation is scheduled, or in the case of a new teacher within 30 days of the first day worked, each teacher shall be notified in writing of the name and position of the primary evaluating supervisor.

A teacher newly employed or one reassigned (and scheduled for evaluation) after the beginning of the school term shall be notified by the primary evaluator of the evaluation procedures in effect. Such notification shall be within two weeks of the first day in a new assignment.

Additional Observations & Evaluations

Up to two additional observations will be conducted upon the request of the teacher only. Such additional observations shall be conducted by a Loudonville-Perrysville School District administrator so designated by the teacher. These observations would not replace evaluations that are to be completed by the primary evaluator as specified above. The evaluator/administrator is not required to follow the time requirements of this contract when performing the extra observations but will perform any such procedure in a reasonable manner.

In the event of an anticipated nonrenewal of a supplemental limited contract, two evaluations shall be performed. These evaluations are to be distributed over the period of the assignment.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Schedule of Observations

The first formal observation will occur prior to December 15 of the school year that evaluation is to occur. An observation shall last a minimum of 30 minutes. There shall be at least 15 school days between observations unless the teacher agrees otherwise. If after the second formal observation a teacher's performance is found to be deficient to the extent that adverse personnel action may result, additional observations shall be conducted. The OTES form will be used for this situation.

Post-Observation Conferences

A post-observation conference shall be held after each observation during which deficiencies are observed. Observations denoting deficiencies shall be followed within seven workdays by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed. All observations shall be compiled in writing. A copy of the written observation report shall be given to the teacher at the post-observation conference.

Identification of Deficiencies

1. Deficiencies Identified Through Formal Observations

A teacher, who has been determined to be deficient in certain respects (performance deficiencies), shall be furnished a written report setting forth the specific deficiencies that have been identified in order that there is an opportunity for the teacher to correct such deficiencies. The supervisor involved in the particular area of the teacher's work shall assist the teacher in correcting those deficiencies. The evaluator shall submit a written plan for correcting the deficiencies, which shall include ways in which the supervisor shall assist the teacher to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement. The evaluator has a responsibility to clearly identify and define the deficiency(ies) and to provide a specific plan for elimination of the deficiency(ies). The teacher has the responsibility to implement the plan.

2. Other Deficiencies

Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within three workdays after the deficient performance occurs and/or is observed by or reported to the teacher's supervisor but not later than the date of the teacher's receipt of the evaluation report. Deficiencies observed after receipt of such report shall be applied to the next report. The evaluator must include said deficiencies in any plan for correction of deficiencies, where appropriate, and shall include a reasonable time period for correction.

Finalization of Evaluation

1. Written Evaluation

A copy of each formal written evaluation report shall be given to the teacher and a conference shall be held for each evaluation report between the teacher and the evaluator prior to finalizing it for transmission to the teacher's personnel file.

The written evaluation report shall be completed within seven days of the post-evaluation conference and the final evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

2. Personnel Action Requirements

If the evaluator decides to recommend contract nonrenewal, contract termination, denial of continuing contract, or any other adverse personnel action, the teacher shall be given the reasons in writing at least seven days prior to the communication of such recommendation to the Superintendent and/or the Loudonville-Perryville Board of Education.

A teacher shall be entitled to Association representation at any conference held during this procedure where the teacher will be advised of an impending adverse personnel action.

(OTES forms for evaluation will be added during the school year by mutual agreement between the Board and the Association.)

E. Posting of Vacancies (Transfer, Vacancy, Promotion)

Vacancy: A vacancy shall exist when the member leaving shall give official written notice to the Board of his/her intention not to continue on the staff, or if in a chain of moves, said position becomes vacant.

When a vacancy occurs in a teaching, supplemental, or administrative position during the regular school year, it shall be emailed and posted in the main office in each building for five working days. All members who express a desire to apply for said vacancy shall be guaranteed an interview prior to such time a contract is offered for the position.

During the summer months, vacancy notices shall be emailed and sent via U.S. mail to the Association president and other professional staff who have given written indication of interest of a vacated position on the district's employee intent form.

After July 10 of each year, the five-day posting period shall be waived.

The above stated conditions shall also apply to any newly created positions in the Loudonville-Perrysville School System.

Transfer: If a member is interested in transferring to a posted position, he/she shall state their interest in writing to the Superintendent of schools.

Involuntary Transfer: Member assignment is the responsibility of the Superintendent of schools. If a member is to be transferred he/she shall be given written notice. If a member wishes to discuss the transfer with the Superintendent, he/she shall request a meeting in writing. The member may have a representative attend this meeting with him/her.

No member shall be transferred to a position for which he/she is not certified.

F. Parental Complaint

When a parental complaint is thought to be serious enough to become a part of a member's personnel file, a conference should be held by the principal at the building level. The conference should include the parent, the member, and the principal.

No parent complaints shall be placed in a member's personnel file unless:

1. A conference is held including the parent, the member, and the building principal. (An alternative administrator may be substituted for the building principal only if the principal is physically or mentally incapacitated.)
2. The results of the conference are written up by the principal.
3. The member and principal shall sign the statement of results. Should the member refuse to sign, the principal shall so note this on the statement and then file the results in the member's personnel file. The member's signature on the statement does not necessarily indicate approval or disapproval.

G. Teaching Conditions

1. Members may be required to be on the job at his/her assigned location no more than seven and one-half (7-1/2) consecutive hours during any workday. With the consent of the involved members such workday may be extended to accommodate special circumstances; however, the total hours worked during any five-day workweek shall not exceed thirty-seven and one-half (37-1/2) hours except as is specifically stated in number 3 below.

Additionally, it will be necessary for members, at his/her convenience, to spend the amount of time that is necessary to fulfill those responsibilities that would reasonably be a part of the member's job description. In emergency situations member(s) may be requested to remain on duty until the students have departed from the building.

2. Student Day/Member Workday

- a. High School/Junior High School

The student day shall start no less than five minutes after the start of the member workday and end no less than 15 minutes before the end of the member workday.

- b. Budd and McMullen Schools

The student day shall start no less than 15 minutes after the start of the member workday and end no less than 30 minutes before the end of the member workday.

- c. Time worked outside of a bargaining unit member's normally scheduled workday for assigned supervisory duties will be exchanged for equal time off outside of the student day within 10 school days.

- d. Should any building close, the relevant contract provision dealing with the student day at the closed building shall be considered void, and the contract provision for the building to which the bargaining unit members were assigned after the closure shall apply.

3. The member workday may be extended and members may be required to attend departmental and faculty meetings and open houses. Extended hours beyond the normal workday will not exceed a total of seven and one-half (7-1/2) hours per school year. Except in the case of emergency meetings, notice of such meetings shall be provided at least 48 hours in advance of such meeting. Open houses would be as scheduled on the Board adopted calendar. Open houses will be limited to one per building per school year. Parent-teacher conferences shall be as scheduled in the Board adopted calendar. Hours scheduled beyond the member workday for parent-teacher conferences will be exchanged hour for hour for time off (e.g., one hour scheduled = one hour time off).

4. Instructional Materials and Supplies

Within the constraints of the district budget, the Board will allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable members to fulfill their teaching responsibilities in an adequate and professional manner both during the regular school year and in summer school programs.

5. Classroom Environmental Conditions

- a. Each classroom will be maintained so that the environmental conditions are conducive to learning. Proper heating in the winter months and ventilation in the warmer months will be maintained.
- b. Classroom lighting shall be maintained so that each fixture in the room shall be functional and will provide lighting that is proper for the classroom situation.
- c. Hallways and restrooms shall be maintained for the safety and comfort of all students and members.
- d. All areas will be cleaned daily by custodial personnel.

6. Notification of Deficiencies

The member shall notify the building principal in writing of any deficiency noted. The building principal in turn shall notify the proper personnel and the deficiency corrected on a priority basis.

H. Curriculum Committee

Any Curriculum Committee that is formed shall have as co-chair, the Superintendent, or his designee who shall be a member of the Loudonville-Perrysville School System, and a member whose professional training and current teaching assignment is in that particular area of study.

I. In-service Planning

Each year the Superintendent shall meet with the president of the Association and they shall set up a committee to provide input into the planning of in-service programs for the year.

J. Retention of Substitute Teachers/Friday-Saturday School

1. The Board shall retain a substitute teacher for any member on leave from professional duties or when absent from their class while on official school business. If a member is deprived of his/her contractual and/or statutory minimum prep time, because he/she was asked by an administrator to cover another member's class and voluntarily accepts that offer, the member covering the class shall receive the equivalent of the hourly rate of BA, Step 0, as compensation for the preparation time lost below minimum guarantees. This provision is intended to include elementary teachers who assume the responsibilities of the art, music, and physical education teachers when no regular substitute is available.
2. When a bargaining unit member covers and assumes the responsibilities of Friday-Saturday school, they shall be compensated at the hourly rate of BA, Step 0.

K. Preparation Time

All members shall have a minimum of two hundred minutes per week for the purpose of preparation, conferences, or planning during the regular student school day.

1. Elementary Teachers

The two hundred minutes of scheduled preparation, conference, or planning time shall be made up of time segments of not less than 25 minutes each.

2. Secondary Teachers (7-12)

Secondary teachers shall have at least one scheduled preparation/planning/conferencing period per day, which shall be at least 40 minutes in duration, but not less than the full-length of such periods.

It is understood that members will not have student supervision responsibilities or other assigned responsibilities during the time periods that are specified as preparation/planning/conference time.

L. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall be established under the following guidelines.
2. There shall be a Local Professional Development Committee (LPDC) consisting of seven members who are employees of the Loudonville-Perrysville Board of Education. Four of the members shall be members of the bargaining unit and shall be appointed by the president of the Loudonville-Perrysville Education Association. Three shall be appointed by the Superintendent of schools.

Initial terms of bargaining unit members shall be two members appointed for terms of three years and two members appointed for a term of two years. Non-bargaining unit members will be appointed by the Superintendent, with two LPDC members appointed for a term of three years and one member appointed for a term of two years.

Vacancies shall be filled in the manner of original appointment. The LPDC shall be appointed no later than the effective date of the new Contract.

A quorum of the LPDC consists of no less than three members appointed by the Association and two members appointed by the Superintendent.

The LPDC shall meet as determined necessary by the LPDC. Additional meetings may be convened by a quorum of its membership. All meetings of the LPDC shall be public meetings. All records of the LPDC shall be public.

3. If an administrative team member must appear before the committee, the voting committee will be reduced by two LPEA appointees to a total of five voting members. The administrative applicant must request this reduction in writing.
4. The LPDC shall be responsible for:

- a. The review and approval of individual professional development plans (IPDPs) of all district certificated/licensed employees;
- b. The review and approval of all college credit, CEUs, or other equivalent activities;
- c. The review of its own activities, procedures, and operations;
- d. Encourage professional development activities, workshops, seminars, or other training sessions;
- e. The establishment of an appeals process for applicants who object to a decision of the LPDC. Decisions of the LPDC are not grievable.
- f. The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action and shall be subject to all laws and policies governing the LPDC and all requirements pertaining to the Sunshine Law. Any records created by such subcommittees shall be records of the LPDC.
- g. The LPDC shall establish its own by-laws and operating procedures in keeping with the laws of the state of Ohio.

5. Compensation

LPDC members shall receive a stipend of one thousand dollars (\$1,000.00) for each contract year.

M. Mentoring Program

- 1. All entry-year teachers will participate in a mentoring program.
- 2. Selection Criteria for Mentors
 - a. The applicant must have a minimum of five consecutive years of teaching experience in the district.
 - b. The applicant must be able to demonstrate above average teaching performance.
 - c. The applicant must hold a valid teaching certificate/license and must currently be teaching in the same area of certification as the client teacher, "or have taught in said area in the last three years" (whenever possible).
- 3. Responsibilities
 - a. The diagnosing of needs and development of a formative assistance plan for each assigned client teacher. Such plan shall focus on skill enhancement.
 - b. No consulting teacher shall participate in any informal or formal evaluation of a client teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a client teacher.

- c. All interaction, written or oral, between the consulting teacher and the client teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the consulting teacher shall constitute grounds for immediate removal from the role as consulting teacher.

N. Resident Educator Program

The district shall follow the Ohio Resident Educator Program Standards as developed by the Ohio Department of Education.

O. Employment of STRS Retirees

1. This section governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may, at its discretion, regularly employ, in a position that falls within the description of the bargaining unit appearing in Article I of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
2. For placement purposes on the unit members' salary schedule, the employee's placement on the salary schedule will be at the discretion of the Board with the further understanding that in no event will the employee receive more than 10 years of vertical credit unless otherwise specified by the Superintendent case by case.
3. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year), which will be automatically non-renewed each year. If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

Neither the evaluation procedures resulting from Article IV of this Agreement, nor the procedures appearing in 3319.111 of the Ohio Revised Code shall apply to the employee. The non-renewal procedures appearing in Section 3319.11(G), also shall not apply.

4. Upon employment, the employee will be credited with zero years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
5. The employee is not eligible to participate in any insurance fringe benefits offered under Article VII of this Agreement unless the employee is precluded by STRS policy from participating in insurance fringe benefits furnished by STRS.
6. The employee will in no event qualify for tuition reimbursement under Article VII, educational leave under Article III, or severance pay under Article VII, or the Member Emergency Security Program under Article III of this Agreement.

- P. The provisions of this section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE V CONTRACTS

A. Calendar

The school calendar shall not exceed 184 contractual days inclusive of member workdays and/or in-service days.

B. Notification of Employment

Contracts and notification of salary for the ensuing school year will be sent to members as soon as administratively practical after the April Board meeting each year. In all cases, such notification will be made in conformity with the requirements of Ohio law.

C. Individual Members' Contracts – Multiple Year

Contracts for teaching in the Loudonville-Perrysville Schools shall be of three types:

1. Continuing (shall not apply to supplemental responsibilities)

Continuing contracts shall be awarded to those members who become eligible through certification and service requirements established by Ohio statute upon the recommendation of the Superintendent of schools and approval by the Board.

2. Limited Regular Teaching Contracts (shall not apply to supplemental responsibilities)

Limited regular teaching contracts shall be approved by the Board on the recommendation of the Superintendent as follows:

- a. All members new to the Loudonville-Perrysville Exempted Village School District will receive a one-year contract.
- b. The second contract shall be for one year.
- c. The third limited contract shall be for a period of two years.
- d. The fourth limited contract shall be for a period of three years.
- e. The fifth and subsequent limited contract(s) shall be for a period of five years.

3. Supplemental Limited Contracts

a. Supplemental Duties Defined

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

b. Filling Supplemental Positions

Posting and filling of supplemental positions shall be in accordance with Article IV, Section E of this Contract.

c. Compensation for Supplemental Positions

- (1) Compensation for supplemental duties shall be as set forth in this Contract provided that all compensation paid should be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.
- (2) Members shall be paid in accordance with Article VII, Section B (Extra-Curricular Salary Schedule) in this Contract. If the duty is not specified in Section B, is related to the member's regular teaching duties, and causes an extension of the member's normal workday or year, such member shall be paid at his/her per diem amount.

d. Nonrenewal of Supplemental Contracts

The Superintendent shall provide to the member written notice of his/her intent to recommend nonrenewal of the member's supplemental contract to the Board and the reasons for said recommendation 30 days prior to the Board's action to nonrenew the contract. The Board shall act to nonrenew and give written notification of that action prior to May 31. Failure of the Board to provide timely notice of intent to nonrenew or to act in a timely manner on the nonrenewal of a supplemental contract and the notification of such action shall result in the automatic renewal of the contract.

A member's performance of supplemental position responsibilities shall not have an adverse effect upon such member's regular teaching contract or the performance of those teaching responsibilities.

e. Bargaining Unit Status

Notwithstanding Article I of this Contract which defines the bargaining unit, all members under supplemental contract shall be considered bargaining unit members with all duties, pay, and qualifications spelled out in the supplemental contract or as otherwise specified in this section.

D. Contract Form(s)

1. Individual Contracts, Regular

All members will be issued contracts. The regular individual contract shall include:

- a. Name of member;
- b. Name of the school district and board of education;
- c. Type of contract, limited/continuing; duration, if limited;
- d. Annual regular salary to be paid and the basis used to determine the amount.

This information applies to the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract.

- e. Signature of the Board president, Board treasurer, Superintendent, and member.

2. Individual Contracts, Supplemental

Supplemental contracts issued to members shall include the following:

- a. Name of member;
- b. Name of the school district;
- c. Duration of contract;
- d. Title of supplemental duty;
- e. The amount of pay;
- f. Signature of the Board president, Board treasurer, Superintendent, and member.

Job descriptions for supplemental contracts will be added to said contracts.

E. Personnel Files

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

Members shall have the right to see their file (excluding personal recommendations for employment) during any normal business day, unless office personnel are not available. Review of said file is not limited to number of times per year. At the time of review, the member may be accompanied by another person if said member so desires.

With the exception of personal recommendations for employment, members may receive copies of all items placed in their personnel file at his/her expense, not to exceed the actual cost of reproducing these items.

Obsolete items in the file may be removed and destroyed upon mutual agreement between both the member and the Superintendent of schools.

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

All items shall be dated when entered into personnel file.

F. Reduction in Force

1. Definition

A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position.

2. Reasons

A reasonable RIF may occur only for the following reasons:

- a. Decline in student enrollment
- b. Return of an employee from a leave of absence
- c. Suspension of schools or territorial changes affecting the district
- d. Financial reasons.

3. Notification

- a. If the Board determines a RIF may occur, the Board shall notify the Association, in writing, by April 1. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of Board action to implement the RIF and the effective date of the RIF.
- b. The Board shall develop and provide the Association with a RIF list of potentially affected employees, which shall be based on seniority and contract status within areas of certification, license, or entry-level requirements.
- c. Within 10 days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

4. Implementation

- a. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
 - (1) Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 - (2) If additional reduction is necessary, full-time employee(s) shall be laid off in reverse order seniority order, i.e., least senior employee is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.
- b. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
- c. Layoff shall occur by suspension of contract. The limited contract shall be suspended before continuing contracts.
- d. An employee to be laid off due to RIF shall be given 30 days advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

5. Limitations

- a. No new hire shall be employed in a bargaining unit position until all eligible laid-off employees have been offered such position.
- b. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevent the recall of an employee on layoff status.
- c. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
- d. Work previously performed by laid off employees shall not be subcontracted.

- e. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee.

6. Layoff Rights

An employee on layoff status shall have the following rights:

- a. The right to continue receipt of group insurance coverages through COBRA.
- b. The right to retain seniority credit during the period of layoff.
- c. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
- d. The right to be notified by mail of all postings for bargaining unit positions.
- e. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.
- f. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes provided such information is filed with the Employer prior to recall.

7. Recall

- a. Bargaining unit members who are suspended shall be retained on the recall list for 30 months.

During this time they must be offered reemployment in their area(s) of certification as their seniority status mandates. It shall be the responsibility of the suspended bargaining unit member to keep the Superintendent's office informed of a current address and/or phone by which he/she may be reached.

- b. A bargaining unit member may be removed from the recall list if he/she:
 - (1) waives his/her recall rights in writing,
 - (2) resigns or retires,
 - (3) fails to respond within 10 days to a recall to a position for which he/she is certified

8. Termination of RIF

The RIF shall terminate when no employee remains on layoff status and when the number of positions in the bargaining unit equals or exceeds the number of positions existing in the bargaining unit at the time of the initial reduction.

G. Personal Rights (Individual Rights – Due Process)

Nothing contained herein shall be construed to deny or restrict to any member rights he/she may have under federal law, Ohio law, or other applicable regulations.

H. Just Cause

After four contracts or seven years, no member shall have his/her limited contract non-renewed without "just cause."

I. Employee Discipline

Employees may be disciplined for violations of this Agreement, Board policies, rules and regulations. Administrators shall investigate alleged violations immediately and shall use a progressive discipline procedure for all offenses.

No employee shall be subject to discipline except for just cause, commencing with Section B (Written Reprimand).

Based upon the severity of the situation, disciplinary action may warrant deviation from the below procedural order.

1. Oral Reprimand
2. Written Reprimand
3. 1-day Suspension without pay
4. 3-day Suspension without pay
5. 5-day Suspension without pay
6. Termination pursuant to RC 3319.16 by Board of Education

The signature of the affected bargaining unit member on the discipline notice shall only indicate acknowledgement and not agreement.

Any written record of disciplinary action will be kept in the employee's active personnel file.

**ARTICLE VI
RIGHTS OF THE ASSOCIATION**

The Association, as the exclusive bargaining representative for members, shall have the following sole and exclusive rights and privileges that are to be afforded to the members' organization or potential members' organization that represents members:

A. Building Use

The Association has the right to use school buildings for meetings during non-school hours, upon the approval of the building principal and so long as these meetings do not interfere with the normal operation of the schools.

B. Office Machine Use

The Association has the right to use Board owned office equipment during non-school hours. The Association shall be responsible for paying a reasonable cost for expendable materials and supplies used.

C. Notices/Mail

The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards located in teacher lounges. For necessary communications purposes, the Association shall have the use of members' mailboxes. With the approval of the principal, the Association and/or its representatives shall have the right to make brief announcements at faculty meetings.

D. Board Meetings

1. The Association president shall be provided advance notification of all, regular and special, Board meetings. Said notice shall include the date, time, and place for the meeting. Notices of special Board meetings shall be given at least 24 hours prior to the meeting unless the meeting is of an emergency nature. In such case, notification shall be made at the earliest possible time prior to the meeting.
2. The Association president shall be provided two copies of the agenda for all Board meetings (including executive sessions), one copy of the official minutes for all Board meetings, and one copy of all monthly and periodic financial reports. The Association president may request access to and/or a copy of all other public documents that are provided to the Board. The Association representative shall be recognized and afforded the opportunity to express concerns of the Association during the public participation period at Board meetings.

E. Payroll Deductions

1. Upon written request of a member, the Board shall provide payroll deductions of dues for membership in the Association, the North Central Ohio Education Association, the Ohio Education Association, and the National Education Association. The enrollment period for payroll deductions of membership dues for the Association shall be prior to September 30 of each year. Membership dues deductions shall begin in October of each year and continue in equal amounts for each payroll period until the end of the "payment of salary" plan selected by the member. Members employed after September 30 shall have 30 days from the first day of employment to enroll for payroll deduction of membership dues under the conditions specified above.
2. The Board further agrees that in the case of membership dues, should an individual's employment be terminated, the balance due for membership dues will be withheld from the involved member's final paycheck.
3. A member may authorize a continuing payroll deduction for membership purposes. Such authorization would be initiated (initially) and implemented as indicated above. The authorization would be for a one-year period of time, but would continue for the next following year unless the treasurer of the Board receives written notification to the contrary from the individual or the Association on or before September 15 of any membership year. When the treasurer receives notification from a member, the treasurer shall promptly forward a copy of such notification to the Association president. The Association president shall provide the treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

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

F. Labor Management Relations Committee (LMRC)

1. The LMRC shall utilize the services of an FMCS or other mutually agreed mediator/trainer for the purposes of training and advice.
2. The LMRC shall consist of:
 - a. The LPEA president and one teacher from each district building selected by the LPEA; and
 - b. Three administrators and the Superintendent.
3. Either party may invite consultants and/or guests to participate in discussion or offer advice as needed.
4. Meetings shall be held once a month during the school year (excluding December). Times, dates, and places shall be determined by the LMRC members.
5. The LMRC shall not have the authority to revise, delete, and/or modify any provision(s) of the Collective Bargaining Agreement. The LMRC shall not in any manner take the place of or alter the contractual negotiations procedures.
6. Work-Related Safety and Health Concerns

The Loudonville-Perrysville Exempted Village Board of Education and the Loudonville-Perrysville Education Association are committed to establishing and maintaining a healthy and safe workplace. In this regard, both the Board and the LPEA will work cooperatively to this end. Any issues related to workplace safety and/or health concerns shall be raised to the Labor-Management Committee, who shall promptly address the issue.

G. New Members of Bargaining Unit

Names and addresses of newly employed member(s) shall be available to the Association at the Board office as soon as the information is known. Such information shall be for the private use of the Association only.

H. Recognition Statement

During such times as the Association is the exclusive representative of the bargaining unit, the Board agrees not to meet with, recognize, or negotiate with any teachers organization other than the Association. The Association is the only organization that shall represent members in matters of professional concern.

I. Right to Representation

A member may request the presence of an Association representative at any meeting with the administration/Board where the member(s) believe(s) that disciplinary action may be the result of that meeting or where there is concern(s) about critical aspects of their job(s). Upon such request, said meeting shall be reasonably delayed for a period not to exceed 48 hours until the representative is in attendance. For the purpose of this section, an "Association Representative" shall mean a building representative, an officer of the Association, or such representation as the member deems necessary.

J. Professional Work Centers

The LPEA encourages the Board to move with all due haste to establish professional work centers in all buildings.

K. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

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

2. Notification

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the Association) shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date that occurs on or after January 15 annually. 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 latter of:

- (1) 60 days employment in a bargaining unit position, or
- (2) January 15.

b. Upon Termination of Membership During the Membership Year

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

The deduction of said amount shall commence on the first date occurring on or after 45 days from the termination of membership.

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Hold Harmless

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

**ARTICLE VII
SALARY AND FRINGE BENEFITS**

A. Regular Salary

1. Effective July 1, 2013, the base salary shall be \$31,304.00, which shall be applied to the index as stated in Part 3 (b). For the purpose of paying the BA Step 0 rate of \$22.68 per hour, that rate shall take effect on August 1, 2013. Effective July 1, 2014, the base salary shall be \$31,774.00, which shall be applied to the index as stated in Part 3 (b). For the purpose of paying the BA Step 0 rate of \$23.02 per hour, that rate shall take effect on August 1, 2014.

2. Pay Periods

- a. The annual salary due the member will be paid in 24 equal installments, such payments to be made on the 5th and 20th of every month. If the 5th or 20th falls on a Saturday, Sunday or holiday, payment shall be made on the preceding Friday. This will become effective for the 2014-2015 school year, so long as all District employee associations have agreed to 24 pay periods. If there is not agreement by all District employee associations, each member shall be paid in 26 equal installments, such payments to be made every other Friday with the first installment to be paid no later than the second Friday of the member's contract year. Every seven years or so, an every other Friday payment system will require having one three-week pay period.
- b. The members will have mandatory direct deposit.
- c. All members shall receive email direct deposit confirmation.

3. a. Salary Schedule (Effective 7/1/13 – 6/30/14)

Step	BA	BA+15	150 HRS	MA	MA+15
0	\$31,304	\$32,556	\$33,276	\$35,499	\$36,313
	1.0000	1.0400	1.0630	1.1340	1.1600
1	\$33,182	\$33,808	\$34,622	\$36,860	\$37,800
	1.0600	1.0800	1.1060	1.1775	1.2075
2	\$34,434	\$35,060	\$35,968	\$38,222	\$39,287
	1.1000	1.1200	1.1490	1.2210	1.2550
3	\$35,687	\$36,322	\$37,314	\$39,584	\$40,773
	1.1400	1.1603	1.1920	1.2645	1.3025
4	\$36,939	\$37,593	\$38,660	\$40,946	\$42,260
	1.1800	1.2009	1.2350	1.3080	1.3500
5	\$38,191	\$38,864	\$40,007	\$42,417	\$43,794
	1.2200	1.2415	1.2780	1.3550	1.3990
6	\$39,443	\$40,132	\$41,353	\$43,982	\$45,453
	1.2600	1.2820	1.3210	1.4050	1.4520
7	\$40,695	\$41,400	\$42,699	\$45,422	\$47,113
	1.3000	1.3225	1.3640	1.4510	1.5050
8	\$41,947	\$42,667	\$44,045	\$46,925	\$48,769
	1.3400	1.3630	1.4070	1.4990	1.5579
9	\$43,200	\$43,935	\$45,391	\$48,427	\$50,431
	1.3800	1.4035	1.4500	1.5470	1.6110
10	\$44,452	\$45,203	\$46,737	\$49,930	\$52,090
	1.4200	1.4440	1.4930	1.5950	1.6640
11	\$45,704	\$46,471	\$48,083	\$51,432	\$53,749
	1.4600	1.4845	1.5360	1.6430	1.7170
12	\$46,956	\$47,739	\$49,429	\$52,932	\$55,408
	1.5000	1.5250	1.5790	1.6909	1.7700
13	\$48,208	\$49,006	\$50,775	\$54,438	\$57,064
	1.5400	1.5655	1.6220	1.7390	1.8229
14	\$49,460	\$50,274	\$52,121	\$55,940	\$58,723
	1.5800	1.6060	1.6650	1.7870	1.8759
16	\$49,460	\$50,274	\$52,121	\$57,412	\$60,382
	1.5800	1.6060	1.6650	1.8340	1.9289
18	\$49,460	\$50,274	\$53,467	\$58,945	\$62,041
	1.5800	1.6060	1.7080	1.8830	1.9819
20	\$50,712	\$51,542	\$54,813	\$60,448	\$63,701
	1.6200	1.6465	1.7510	1.9310	2.0349
21	\$51,965	\$52,810	\$56,159	\$61,951	\$65,360
	1.6600	1.6870	1.7940	1.9790	2.0879

b. Salary Schedule (Effective 7/1/14 – 6/30/15)

Step	BA	BA+15	150 HRS	MA	MA+15
0	\$31,774	\$33,045	\$33,776	\$36,032	\$36,858
	1.0000	1.0400	1.0630	1.1340	1.1600
1	\$33,680	\$34,316	\$35,142	\$37,414	\$38,367
	1.0600	1.0800	1.1060	1.1775	1.2075
2	\$34,951	\$35,587	\$36,508	\$38,796	\$39,876
	1.1000	1.1200	1.1490	1.2210	1.2550
3	\$36,222	\$36,867	\$37,875	\$178	\$41,386
	1.1400	1.1603	1.1920	1.2645	1.3025
4	\$37,493	\$38,157	\$39,241	\$41,560	\$42,895
	1.1800	1.2009	1.2350	1.3080	1.3500
5	\$38,764	\$39,447	\$40,607	\$43,054	\$44,452
	1.2200	1.2415	1.2780	1.3550	1.3990
6	\$40,035	\$40,734	\$41,973	\$44,642	\$46,136
	1.2600	1.2820	1.3210	1.4050	1.4520
7	\$41,306	\$42,021	\$43,340	\$46,104	\$47,820
	1.3000	1.3225	1.3640	1.4510	1.5050
8	\$42,577	\$43,308	\$44,706	\$47,629	\$49,501
	1.3400	1.3630	1.4070	1.4990	1.5579
9	\$43,848	\$44,585	\$46,072	\$49,154	\$51,188
	1.3800	1.4035	1.4500	1.5470	1.6110
10	\$45,119	\$45,882	\$47,439	\$50,680	\$52,872
	1.4200	1.4440	1.4930	1.5950	1.6640
11	\$46,390	\$47,169	\$48,805	\$52,205	\$54,556
	1.4600	1.4845	1.5360	1.6430	1.7170
12	\$47,661	\$48,455	\$50,171	\$53,727	\$56,240
	1.5000	1.5250	1.5790	1.6909	1.7700
13	\$48,932	\$49,742	\$51,537	\$55,255	\$57,921
	1.5400	1.5655	1.6220	1.7390	1.8229
14	\$50,203	\$51,029	\$52,904	\$56,780	\$59,605
	1.5800	1.6060	1.6650	1.7870	1.8759
16	\$50,203	\$51,029	\$52,904	\$58,274	\$61,289
	1.5800	1.6060	1.6650	1.8340	1.9289
18	\$50,203	\$51,029	\$54,270	\$59,830	\$62,973
	1.5800	1.6060	1.7080	1.8830	1.9819
20	\$51,474	\$52,316	\$55,636	\$61,356	\$64,657
	1.6200	1.6465	1.7510	1.9310	2.0349
21	\$52,745	\$53,603	\$57,003	\$62,881	\$66,341
	1.6600	1.6870	1.7940	1.9790	2.0879

c. Salary Schedule Index

	<u>Bachelor</u>	<u>BA+15</u>	<u>150 Hours</u>	<u>MA</u>	<u>MA+15</u>
STEP 0	1.0000	1.0400	1.0630	1.1340	1.1600
STEP 1	1.0600	1.0800	1.1060	1.1775	1.2075
STEP 2	1.1000	1.1200	1.1490	1.2210	1.2550
STEP 3	1.1400	1.1603	1.1920	1.2645	1.3025
STEP 4	1.1800	1.2009	1.2350	1.3080	1.3500
STEP 5	1.2200	1.2415	1.2780	1.3550	1.3990
STEP 6	1.2600	1.2820	1.3210	1.4050	1.4520
STEP 7	1.3000	1.3225	1.3640	1.4510	1.5050
STEP 8	1.3400	1.3630	1.4070	1.4990	1.5579
STEP 9	1.3800	1.4035	1.4500	1.5470	1.6110
STEP 10	1.4200	1.4440	1.4930	1.5950	1.6640
STEP 11	1.4600	1.4845	1.5360	1.6430	1.7170
STEP 12	1.5000	1.5250	1.5790	1.6909	1.7700
STEP 13	1.5400	1.5655	1.6220	1.7390	1.8229
STEP 14	1.5800	1.6060	1.6650	1.7870	1.8759
STEP 16	1.5800	1.6060	1.6650	1.8340	1.9289
STEP 18	1.5800	1.6060	1.7080	1.8830	1.9819
STEP 20	1.6200	1.6465	1.7510	1.9310	2.0349
STEP 21	1.6600	1.6870	1.7940	1.9790	2.0879

4. Provisions Related to Salary

a. Severance Pay

The Board will pay to members who are eligible for retirement payments under the State Teachers Retirement System, who are retiring directly from employment in the Loudonville-Perrysville Exempted Village School District, severance pay based on the member's daily rate of pay at the time of retirement.

Severance pay shall not exceed one-fourth of his/her accrued, but unused, sick leave, not to exceed a maximum of 65 days at the time of retirement or the average of three years whichever is greater.

Payment of sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the member at that time. Payment shall be made with 30 days after the effective date of retirement to the member or the member's designated financial advisor/annuity company. If payment is to be made to a financial advisor/annuity company, Form L must be completed and submitted, with the plan document, to the treasurer's office at least 30 days prior to the employee's effective date of retirement.

The above payments shall be exempt from deductions, except as provided by law.

b. Summer School

The summer school program shall be determined by the administration; however, summer school positions shall be posted and filled in accordance with the provisions of Article IV, Part E. Any member who is employed and assigned to teach an established class during the summer shall be issued a contract. The hourly rate for teaching an assigned class shall be BA, Step 0.

c. Mileage

Members who are required to teach in more than one building during a given day shall be reimbursed at the current IRS rate for the mileage between buildings. Travel to or from school at the beginning or end of a day shall not be reimbursed.

d. STRS Pick-up

The Board agrees with the Association to pick-up (salary reduction-restatement method) contributions to the State Teachers Retirement System upon behalf of the members on the following terms and conditions:

- (1) The amount to be picked up and paid on behalf of each member shall be the current statutory rate of the member's compensation. The member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- (2) The pick-up percentage shall apply uniformly to all members.

- (3) No member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- (4) The pick-up shall apply to all compensation including supplemental earnings.
- (5) For Internal Revenue Service purposes the W-2 form for each individual shall reflect the actual amount as indicated on the negotiated salary schedule minus the STRS pick-up.
- (6) The negotiated salary schedule amount for each member shall be utilized for all other calculations for the purpose of compensation such as, but not limited to, unemployment compensation, sick leave, workmen's compensation, and severance pay.

e. Staff Development

Additional graduate or undergraduate credit hours obtained by each member shall be reviewed during September and January of each year. A September review will result in appropriate placement on the salary schedule for the entire contract year, whereas, a January review will result in appropriate placement for only the second semester of the contract year. Members are to give notice to the treasurer, no later than September 5 or January 5 of each year that additional training will be completed that will result in advancement on the salary schedule.

f. Tuition Reimbursement

The Board shall appropriate monies in each year of this contract for the purposes of tuition reimbursement and for the cost of administering the Third Grade Reading Guarantee Test as listed below:

\$32,500.00 – July 1, 2013

\$32,500.00 – July 1, 2014

These funds will be distributed to members taking courses that will assist them in the teaching profession or for advanced educational degrees or certificates/licenses. The monies will be divided equally among members successfully completing courses at accredited colleges and universities based on a semester credit hour prorated amount (1-1/3 quarter hours = one semester hour) during the time period September 1 – August 31.

Example: Thirty-two thousand five hundred dollars (\$32,500.00) divided by total credit hours taken during the period September 1 – August 31 = \$ X per semester credit hour not to exceed cost of courses taken.

The Board shall pay for the cost of one administration of the Third Grade Reading Guarantee Test for teachers who need the certification and opt to take the test. The payment will be made directly to the company administering the test, and the test administration costs will be deducted from the \$32,500.00 annual pool of funds.

Members will turn in proof of completion and a receipt prior to September 30. Members will receive no more than the cost of such courses taken during the aforementioned time period. Eligibility for tuition reimbursement shall start on the first contract day for newly hired members and tuition reimbursement Form A (Appendix M) must be submitted and approved to qualify for reimbursement.

g. Payroll Deductions

The Board shall provide for payroll deduction for the following reasons: United Appeal, credit union, annuities and bonds, government bonds, individual disability insurance premiums, and political contributions. The enrollment period shall be as follows: United Appeal – a one-month period each year as determined by the Superintendent; credit union – monthly; annuities – during September and January of each year; political contributions – October of each year; and disability insurance and bonds – at any time with 15 days' notice. Request(s) for payroll deduction(s) should be made in writing to the treasurer.

h. BCI Checks

During the life of this agreement, the Board shall reimburse each member up to \$57 for the cost of a criminal background check required for renewal of a teaching license. Members are encouraged to use the least expensive facility available. Prior to having the background check done, the member must complete and submit the approved pre-approval form (Appendix N).

B. Extra-Curricular Salary Schedule

1. Any member performing duties listed in the supplemental pay schedule shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility.
2. The wages, hours, and other terms and condition(s) of employment for activities added between negotiation periods shall be determined with mutual consent of the Association Executive Committee and the Board and shall be in accordance with the provisions of the contract.
3. Period of assignment of additional duty shall appear on the supplemental limited contract.
4. Contracts for supplemental responsibilities are limited contracts and as such encompass the same terms and conditions of employment as are specified in Article V, Section C (3) and this section.
5. Percentages stated in the supplemental pay schedule are to be applied to the base salary (BA-1) step of the regular member salary schedule.
6. All extra-curricular salaries will be paid the first payroll of the next month following completion of the activity.

7. If by June 1, a determination is made to have a musical performance in the spring of the following school year, the Vocal Director (Musical) and Instrumental Director (Musical) supplemental contracts shall apply.
8. Extra-Curricular Salary Schedule

COACHING	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
A. FOOTBALL			
Head High School	13.6	15.1	16.4
Assistant High School (4)	7.7	8.4	9.1
Freshmen (2)	7.7	8.4	9.1
Head Junior High	6.0	6.6	7.4
Assistant Junior High	5.0	5.7	6.4
Elementary Flag (1)	2.7	3.0	3.3
B. BASKETBALL (BOYS/GIRLS 1 each)			
Head High School (2)	13.6	15.1	16.4
Assistant High School (4)	7.7	8.4	9.1
Freshmen (2)	7.7	8.4	9.1
7th Junior High (2)	6.0	6.6	7.4
8th Junior High (2)	6.0	6.6	7.4
Elementary (2)	3.7	4.1	4.4
C. VOLLEYBALL			
Head High School	13.6	15.1	16.4
Assistant High School	7.7	8.4	9.1
7th Junior High	6.0	6.6	7.4
8th Junior High	6.0	6.6	7.4
Freshman Coach*	6.0	6.6	7.4
D. WRESTLING			
Head High School	13.6	15.1	16.4
Assistant High School (2)*	7.7	8.4	9.1
Junior High School	6.0	6.6	7.4
Elementary	3.7	4.1	4.4
E. BASEBALL			
Head High School	7.7	8.4	9.1
Assistant High School (2)*	5.5	6.3	7.2
F. SOFTBALL			
Head High School	7.7	8.4	9.1
Assistant High School (2)*	5.5	6.3	7.2
G. TRACK (BOYS/GIRLS 1 Each)			
Head High School (2)	7.7	8.4	9.1
Assistant High School (2)	5.5	6.3	7.2
Junior High School (2)	6.0	6.6	7.4
H. GOLF			
Head High School	5.5	6.3	7.2

COACHING		<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
I.	CROSS COUNTRY			
	Head High School	7.7	8.4	9.1
	Assistant High School	5.5	6.3	7.2
	**Junior High School	5.5	6.3	7.2
J.	WEIGHT TRAINING AND INSTRUCTION (10 weeks)			
	Fall	3.4	3.6	3.8
	Winter	3.4	3.6	3.8
	Spring	3.4	3.6	3.8
	Summer (Boys/Girls – 1 each)	3.4	3.6	3.8
K.	CHEERLEADING			
	Head High School Football	4.6	5.2	5.8
	Head High School Basketball	4.6	5.2	5.8
	Assistant High School Football	1.2	1.35	1.5
	Assistant High School Basketball	1.2	1.35	1.5
	Junior High School Football	2.0	2.25	2.5
	Junior High School Basketball	2.0	2.25	2.5
L.	DRILL TEAM			
	High School	1.7	2.4	3.0
M.	Soccer (BOYS/GIRLS 1 each)			
	Head High School	7.7	8.4	9.1
	Assistant High School*	5.5	6.3	7.2

DIRECTORS/ADVISORS/EXTRA-CURRICULAR ACTIVITIES

MUSIC/BAND DEPARTMENT	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Band	8.0	9.3	10.6
Assistant Band	3.6	4.1	4.7
Pep Band	2.7	3.0	3.3
Flag Corps	2.8	3.4	4.0
Vocal Music 7-12	6.65	7.4	8.85
Vocal Music 1-6	2.55	3.0	3.4

ACADEMIC ORGANIZATIONS/COMPETITION

National Honor Society High School	2.0	2.25	2.5
Academic Challenge High School	5.3	5.9	7.2
Academic Challenge Junior High	2.0	2.25	2.5
Science Fair-8th Grade	2.0	2.25	2.5
Science Fair-7th Grade	2.0	2.25	2.5
Power of the Pen 7	2.0	2.25	2.5
Power of the Pen 8	2.0	2.25	2.5

	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
STUDENT PUBLICATIONS/PRODUCTIONS			
Annual High School	3.7	4.7	5.3
Yearbook/Annual Junior High School	3.0	3.8	4.6
Newspaper	3.7	4.7	5.3
Drama Club High School (Fall production)	2.65	2.95	3.6
Drama Club High School (Spring production)	2.65	2.95	3.6
Drama Club Junior High School	2.7	3.0	3.3
Prom Chair/Decorate	1.9	3.0	4.0
Homecoming Chair/Decorate	1.9	3.0	4.0
Vocal Director (Musical)	2.0	2.25	2.5
Instrumental Director (Musical)	2.0	2.25	2.5
SERVICE ORGANIZATIONS			
Student Council High School	1.5	1.75	2.0
Student Council Junior High School	1.5	1.75	2.0
Student Council Elementary	\$225		
Leo Club	1.5	1.75	2.0
Jr. High Art Club	1.5	1.75	2.0
CEC Adviser	1.5	1.75	2.0

*NOTE: Additional volleyball, softball, soccer and baseball coaches will be employed in years when athlete participation exceeds twenty-eight (28) after the first week of practice, Grades 9-12.

OTHER

Mentor Teacher (1-year program for veteran Teachers)	\$250 per teacher mentored
Resident Educators (4-year program)	\$500 per year/\$2,000 total
Lead Mentor Teacher	\$200
Senior Class Advisor	\$200
Literature Closet Coordinator at McMullen (2)	\$200 (each)
Science Closet Coordinator at McMullen	\$150
Site Manager – Fall	\$800
Site Manager – Winter	\$500

**This position will be employed in years when participation exceeds 20 after the first week of practice, Grades 7-8.

C. Insurance

1. Health Insurance (Hospital/Surgical/Major Medical/Prescription, Drug/Vision/Oral Contraceptive)
 - a. There shall be health insurance coverage (Hospital/Surgical/Major Medical/Prescription Drug/Vision/Oral Contraceptive) for each member, now or hereinafter employed, and his/her eligible dependents.
 - b. Effective July 1, 2013, the employee share of health insurance premiums will be 13% for the 2013-14 school year. Effective July 1, 2014, the employee share of health insurance premiums will be 13.5% for the 2014-15 school year.
 - c. For part-time employees, the employee share of premiums shall be:

(1) For the 2013-14 school year (effective July 1, 2013):

Single plan:

For employees working more than 15 hours per week, the employee share of health insurance premiums will be 13%.

Family plan:

30 or more contracted hours/week = 13% employee paid

18.8 – 29.95 hours/week = 25% employee paid

15.05 – 18.75 hours/week = 50% employee paid

15 hours/week or less = not eligible

(2) For the 2014-15 school year (effective July 1, 2014):

Single plan:

For employees working more than 15 hours per week, the employee share of health insurance premiums will be 13.5%.

Family plan:

30 or more contracted hours/week = 13.5% employee paid

18.8 – 29.95 hours/week = 25% employee paid

15.05 – 18.75 hours/week = 50% employee paid

15 hours/week or less = not eligible

d. The health insurance plan coverage shall remain the same as the "Buy Up" Plan (Plan I) in the collective bargaining agreement dated July 1, 2004-June 30, 2006, with the following modifications:

Network Deductible - \$150/\$300

Non-Network Deductible - \$300/\$600

Network Co-Insurance moves to 20%

Non-Network Co-Insurance moves to 40%

(No change for office visit and urgent care co-pays)

Network Out of Pocket Max - \$2,000/\$4,000

Non-Network Out of Pocket Max - \$4,000/\$8,000

Prescription Drugs Co-pay

	<u>30 Day</u>	<u>90 Day Mail Order</u>
Generic	\$10	\$20
Preferred	\$20	\$40
Non-Preferred	\$30	\$60

e. Flexible Spending Accounts (FSA) shall be established by the Board of Education for all members who opt to enroll in the health insurance plan. Starting with the first pay in October 2006 the Board will seed each member's FSA account with \$350. The FSA plan shall meet all requirements of the Internal Revenue Code and federal law.

- f. Members shall have the option not to enroll in the health insurance (including Hospital/Surgical/Major Medical/Prescription/Drug Vision/Oral Contraceptives). Members who opt not to enroll in all parts of the health insurance plan will receive an annual payment of \$1,500. Members must notify the treasurer in writing of his/her intentions by October 1 each year. Members who choose to take this option will be paid in a yearly one-lump sum by the second pay in October of the following year.

2. Dental Insurance

- a. The Board shall provide dental insurance coverage for each member, now or hereinafter employed, and his/her eligible dependents.
- b. Effective July 1, 2013, the employee share of dental insurance premiums will be 13% for the 2013-2014 school year. Effective July 1, 2014, the employee share of dental insurance premiums will be 13.5% for the 2014-2015 school year.

3. Life Insurance

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

4. General Provisions

a. Copies of Benefit Contract

The Board shall provide the Association president with one copy of each signed contract entered into between the Board and the Insurance Company(ies) which provides the benefit(s) specified in this Contract. Copies of existing contract(s) shall be provided to the Association within a reasonable period of time after ratification of this Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within 60 days after they are received by the Board.

b. Copies of Benefit Descriptions

Within 60 days of the effective date of this Contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Contract.

c. Benefit Description for New Members

A member employed after the effective date of this Contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

d. Copies of Improvements in Existing Benefits

Within 60 days of the effective date of any improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier, of the improved plan.

5. Insurance Committee

The parties shall create an Insurance Committee.

D. L. D. Tutors

Teachers who perform the responsibilities of a Learning Disabilities Tutor shall receive all terms and conditions of employment provided by this Collective Bargaining Agreement.

**ARTICLE VIII
EFFECTS AND DURATION OF CONTRACT**

A. Effects of Contract

The term of this Contract shall be from July 1, 2013 through June 30, 2015.

B. Personnel Policies and Practices

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

C. Amendment Procedure

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be (1) at the request of either the Board or the Association or (2) as may be required by ORC 4117. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Section B, Number 4 and/or 4117.14.

D. Copies of Contract

Within 60 days after this Contract is signed, copies shall be printed at the Board's expense and distributed to each member. Each member hired thereafter also shall receive a copy upon employment. The Association shall be supplied with an additional 25 copies of this Contract. Any subsequent revision(s) or amendment(s) also shall be printed at the Board's expense and distributed to each member within 60 days of said revision or amendment. The Association shall be supplied with 25 copies of any revision(s) or amendments within 60 days of said revision(s) or amendment(s).

E. Severability

This Contract supersedes and prevails over all statutes of the state of Ohio [except as specifically set forth in Section 4117.10(A) Revised Code] and all policies, rules, and regulations of the Board. However, should any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within 10 days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

F. Term of Contract

The articles of this Contract shall become effective as of 12:01 a.m., July 1, 2013 following the ratification by both parties and the written execution thereof. This Agreement is made and entered into at Loudonville, Ohio, on this 12th day of August, 2013 by and between the Board and the Association.

G. Agreement

This Contract between the parties is attested to by the representatives whose signatures appear below.

The Loudonville-Perrysville Exempted
Village Board of Education

Loudonville-Perrysville Education
Association

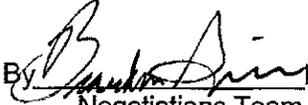
By  Date 1/22/14
President

By  Date 1/21/14
President

By Mari Beddow Date 1-21-14
Treasurer

By  Date 1-21-14
Negotiations Chair

By John E. Mueser Date 1-21-14
Superintendent

By  Date 1/21/14
Negotiations Team Member

Appendix A — Article II

GRIEVANCE FORM

Name of Member: _____

School: _____

Persons involved in the grievance situation: _____

Section of grievance definition that covers situation: _____

Section of negotiated Agreement covering the situation: _____

State specific facts in the case (for example, what occurred, where and when it occurred):

Redress or solution being sought:

Date Signature of Grievant

Appendix B — Article III

TEACHERS, ADMINISTRATORS, AND SUPERVISORS ABSENCE REPORT

Date: _____

Reason for Absence:

Number of Days Charged to Sick Leave: _____

Number of Days Charged to Personal Leave: _____

Number of Days Charged to Professional Leave: _____

Number of Days Charged to Jury Duty: _____

Number of Days Charged to Other Leave (Explain in Reason above): _____

Number of "No Pay" Days: _____

TOTAL DAYS ABSENT _____

Signature of Member

Name of Substitute Teacher

Signature of Principal/Superintendent

Appendix D — Article III

REQUEST FOR APPROVAL OF PROFESSIONAL MEETINGS AND TRIPS

Name: _____ School: _____

Title of Meeting, Workshop or Conference: _____

Location: _____ Dates _____

Reason for Attending: _____

List school days that you will miss: _____

Number of meetings, workshops or conferences already attended this year: _____

Number of days already missed for these conferences: _____

COST OF CONFERENCE

Registration (receipt required): _____ Lodging: _____

Meals: _____ Other (specify): _____

Travel: _____

(Current IRS rate for automobile) _____

TOTAL REIMBURSEMENT: \$ _____

(receipts required where possible)

OTHER COMMENTS

Signature of Member

Date

Signature of Principal or Supervisor

Date

Signature of Superintendent

Date

H. Professional Meetings and Trips

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

1. Request for attendance at professional meetings within the state and for no longer than three days, shall be submitted on the appropriate form to the principal or immediate supervisor, who will approve or disapprove and forward the request to the Superintendent of schools. The Superintendent will then approve or disapprove the request on the relative merits, potential worth to the school district, and the availability of funds.
 - a. Head varsity coaches shall be permitted to use one professional day to attend the state tournaments in the sport(s) they coach.
2. Request for out-of-state conferences and professional meetings lasting longer than three days will be submitted on the appropriate form one month prior to the date requested.
3. Reasonable reimbursement shall be made upon completion of the proper form requesting same, and the submission of receipts.

4. General Conditions

Meetings must be applicable to member's area of current assignment.

5. Reimbursement Allocations

When professional leave is approved the following reimbursements shall apply:

- a. Lodging: A maximum of \$80.00 per night
- b. Meals: \$30.00 per day maximum
- c. Mileage: at the current IRS rate, up to a radius of 750 miles
 - (1) May substitute receipted air or surface transportation bills within limit
 - (2) Parking reimbursed at the daily actual cost
- d. Registration fee (receipt required)
- e. Miscellaneous expenses (receipts where possible)
- f. Reimbursement cut-off will be five workdays after return.

Appendix F — Article III

ASSAULT LEAVE

Member's Name: _____ Date: _____

School: _____

_____ day(s) assault leave have been taken in accordance with ORC 3319.143 and the Contract.

Medical attention was _____ was not _____ required.

If applicable, complete the following:

Name of physician: _____

Office address: _____

Member's Signature

Principal

Superintendent or Designee

Appendix G — Article III

APPLICATION FOR LEAVE OF ABSENCE

Name: _____ Date: _____

School or Department: _____

I hereby request a Leave of Absence without pay beginning _____ and
(Month — Day — Year)
ending _____ for the reason checked below:
(Month — Day — Year)

_____ Illness*

_____ Professional Educational Study*

_____ Other Disability*

_____ Personal Reasons*

_____ Child Rearing*

_____ Other (please specify)

_____ Military*

The applicant is advised to examine and comply with applicable provision of the Contract before submitting such application.

Other required information: _____

* Without pay (insurance continues by submitting premium to treasurer).

Applicant's Signature

Superintendent
(per Board of Education resolution)

_____ Approved _____ Disapproved

Appendix H — Article III
JURY DUTY/COURT LEAVE FORM

Name: _____ Date: _____

School or Department: _____

I have been summoned for jury duty or for a court appearance on _____
(Date)

I hereby request Jury Duty/Court Leave beginning _____
(Month — Day — Year)

and ending _____ for _____
(Month — Day — Year) (half days or full days)

for reasons as described within the Contract, Article III (F) or (G).

Applicant's Signature

Superintendent

To be submitted to the immediate supervisor or building principal at least 24 hours preceding the start of the leave.

Copies: Applicant
Principal
Treasurer

Appendix I — Article III

NOTIFICATION FOR USE OF ASSOCIATION LEAVE DAYS

Name: _____ Date: _____

School or Department: _____ Number of Days Requested _____

In accordance with the Contract [Article III (K)], I hereby request Association Leave

beginning at _____ (a.m. or p.m.) on _____
(Month — Day — Year)

and ending at _____ (a.m. or p.m.) on _____
(Month — Day — Year)

Signature of Applicant: _____

Association President

Date

Superintendent

Date

Copies: Applicant
Association President
Treasurer
Superintendent
Principal

Appendix J — Article III

**EMERGENCY SECURITY PROGRAM
(Sick Leave Pool)
DONATION AND APPLICATION FORM**

Name: _____ Date: _____

School: _____ Social Security No.: _____

DONATION:

I hereby donate one day of my accumulated sick leave so that I may be involved in the Emergency Security Program. I have also read the guidelines of the program and understand the intent of the program. (Article III, L)

Signature of Donator

NOTE: The remainder of this form is completed only when the member wishes to utilize sick leave days available in the Emergency Security Program.

APPLICATION:

____ New Application ____ Renewal Application

Reason(s) for Making Application: _____

Expiration date of accrued and/or advanced sick leave: _____

Name and address of attending physician(s): _____

Expected date of return to work: _____

Copies: Association President
Superintendent
Treasurer's Office (after approval)

Signature of Applicant

Appendix K — Article ____

STANDARDS-BASED TEACHER EVALUATION

****Ohio Teacher Evaluation Forms for evaluation will be added during the school year by mutual agreement between the Board and the Association.****

Appendix L — Article V

NOTICE AS TO TEACHER'S SALARY

To: _____ Date: _____, 20____

In accordance with Ohio Revised Code Section 3319.12, you are hereby notified that your salary as a teacher for the school year 20 ____ / 20 ____ will be \$_____.

The salary computation found below is based on provisions of the salary schedule presently established by the Contract.

TOTAL SALARY \$_____ (Payable in 26 installments every two weeks.)

Schedule Placement: Column _____ Step _____
Total Credited Experience _____
Education Level _____

Teacher's Signature

Treasurer

Date

Appendix M — Article VII

TUITION REIMBURSEMENT – FORM A
(Submit Before Taking Courses)

The Board shall appropriate monies in each year of this contract for the purposes of tuition reimbursement and for the cost of administering the Third Grade Reading Guarantee Test as follows: \$32,500.00 – July 1, 2013 and \$32,500.00 – July 1, 2014.

These funds will be distributed to members taking courses that will assist them in the teaching profession or for advanced educational degrees or certificates/licenses. The monies will be divided equally among members successfully completing courses at accredited colleges and universities based on a semester credit hour prorated amount (1-1/3 quarter hours = one semester hour) during the time period September 1 - August 31. Example: Thirty-two thousand five hundred dollars (\$32,500.00) divided by total credit hours taken during the period September 1 – August 31 = \$ X per semester credit hour not to exceed cost of courses taken.

Members will turn in proof of completion and a receipt prior to September 30 using Form B (Appendix M). Members will receive no more than the cost of such courses taken during the aforementioned time period. Eligibility for tuition reimbursement shall start on the first contract day for newly hired members and tuition reimbursement Form A (Appendix M) must be submitted and approved to qualify for reimbursement.

Third Grade Reading Guarantee Test: The Board shall pay for the cost of one administration of the Third Grade Reading Guarantee Test for teachers who need the certification and opt to take the test. The payment will be made directly to the company administering the test, and the test administration costs will be deducted from the \$32,500.00 annual pool of funds.

Date: _____

Name: _____ Building: _____

College/University: _____

Name of Course: _____

Date of Course: _____ # of semester hours: _____

Brief Description of Course: _____

*Reason for Taking Course: _____

OFFICE USE ONLY:

_____ This course qualifies for the tuition reimbursement program.

_____ This course does not qualify for the tuition reimbursement program.

Explanation: _____

_____ Date

_____ Superintendent

Appendix M — Article VII

TUITION REIMBURSEMENT – FORM B

(Submit after completion of course, but before September 30 of school year expecting payment.)

Name: _____ Building: _____

College/University: _____

Name of Course: _____

of *semester* hours: _____ Cost: _____
(Attach receipt or proof of payment)

Date Completed: _____
(Attach grades or transcript)

Date

Signature

OFFICE USE ONLY

of hour(s) reimbursed _____ at \$ _____ per semester hour.

Total Amount Reimbursed: \$ _____.

Appendix N — Article VII

**CRIMINAL BACKGROUND CHECK
PRE-APPROVAL AND REQUEST FOR REIMBURSEMENT**

PRE-APPROVAL

Name: _____ School: _____

Check one or both of the following:

BCI _____ FBI _____

Signature of Employee: _____ Date: _____

Signature of Principal: _____ Date: _____

Signature of Superintendent: _____ Date: _____

REIMBURSEMENT

BCI: \$ _____ (attach receipt)

FBI: \$ _____ (attach receipt)

Total Reimbursement requested: \$ _____

NOTE: Total reimbursement shall not exceed \$57.00.

(May 2008)