

MASTER AGREEMENT

09-01-16 16-CON-01-1894 1894-01 K34705

BETWEEN THE

LOGAN ELM CLASSROOM TEACHERS ASSOCIATION

AND THE LOGAN ELM BOARD OF EDUCATION

July 1, 2016 - June 30, 2019

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ARTICLE I - RECOGNITION

A. Recognition

The Logan Elm Local Board of Education, hereinafter "Employer" or "District", recognizes the Logan Elm Classroom Teachers OEA/NEA/COTA, hereinafter the "Association", as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory full-time and part-time personnel under contract performing any work currently being performed by bargaining unit members, employed by the district. The Association recognizes that the Superintendent, Assistant Superintendent, and other administrative supervisory personnel and substitutes that work less than sixty (60) consecutive days in the same assignment are excluded from the bargaining unit. The Employer recognizes that the Association will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code, or mutual agreement exists otherwise between the parties.

B. Recognition of the Board

The Association recognizes the Board as the locally elected body charged by the Statutes of the State of Ohio [ORC 4117.08(0)] with the establishment of policies for public education in the Logan Elm Local School District and as the employer of all certificated personnel of the school system.

<u>ARTICLE II - ASSOCIATION RIGHTS</u>

A. Recognition shall entitle the Association these rights:

- 1. Announcements at faculty meetings with prior notice to make the announcement by the building administration.
- 2. Use of public address system with prior approval of building administration for Association written announcements.
- 3. Use of a building bulletin board as designated by the building principal.
- 4. Distribution of Association bulletins to teachers according to normal school procedure.
- 5. Any individual employee may speak at regular Board meetings according to established Board procedures.
- 6. To be placed on the agenda of regular Board meeting, providing notification has been transmitted to the Board as per established Board procedure. This request

does not eliminate the right of the Association to address the Board at any other time as per established Board procedure.

- 7. To have a list of newly employed teachers available to the Association President. A list of retiring members shall be made available to the Association President.
- 8. To use facilities of any building for Association meetings provided that no other school related activities are scheduled for the area and time requested. Shall be granted upon fulfillment of Board policy regarding use of facilities.
- 9. Public documents that are routinely available from the Board shall be made available to the Association President per ORC 149.43.
- 10. The Association President shall be provided a copy of current Board policies. Any change or addition to these policies shall be given to the Association President. An updated copy shall also be posted on the district website.
- 11. A copy of all current Board policies shall be available in each building to members of the bargaining unit.
- 12. Prior to each Board meeting, the Board will provide the Association President a copy of the complete Board agenda. After approval, the Board will provide minutes of past, regular, and special Board meetings, the final budget and appropriation measure, and a complete June Treasurer's report to the Board.
- 13. The Board will give the Association reasonable, advance notice of the regular and special meetings of the Board.
- 14. The Association has the right to use the regular school mail system.
- 15. The Association may use school telephones, copiers, audio visual equipment, computers and fax machines provided the use does not disturb the regular activities of the school. All expenses incurred, even of damage directly attributable to Association use will be paid by LECTA.

B. <u>Transaction of Association Business</u>

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours before transacting such business and sign in.

C. Association Leave

The board shall grant eight (8) days to the Association each year for the purpose of attending the Association meetings. The board shall pay the cost of substitutes for the first four (4) days used and the Association shall reimburse the Board for the cost of substitutes for the last four (4) days, if used.

D. General Teachers Meeting

The Board shall allow an Association representative(s) to address teachers during the general teachers' meeting at the beginning of the school year.

E. Board's Advisory Council

The Board agrees that the purpose of the Advisory Council is to have the Association work jointly with the Board and the Superintendent for the purpose of discussing school related problems, prior to formal action. The Association shall appoint the representatives to serve on this committee.

F. Membership Dues Deduction

- 1. Membership dues of the Association and its District, State, and National affiliates shall be deducted in twenty (20) equal installments beginning with the first paycheck of November on the basis of deduction authorizations supplied by the Association to the Treasurer. Such deduction shall be for a period of one year except that authorizations may be withdrawn during a period of fifteen (15) days each year ending September 15, provided that notification of withdrawal is submitted to the Treasurer during such 15-day period. Those joining the bargaining unit after September 30 shall be added to payroll deduction.
- 2. The enrollment period for such deduction shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted in writing to the Treasurer of the Board, with a copy to the Association.
- 3. The balance of the annual deductions shall be deducted from the final paycheck of a member resigning his/her position, receiving a leave of absence, or terminating his/her employment after January 1 of any year.
- 4. The Association shall have exclusive payroll deduction rights for union dues for members of the bargaining unit.

G. Fair Share Fee

1. Pursuant to Section 4117.09 of the Ohio Revised Code, each member of the bargaining unit, as defined in Article 1 of this Agreement, who is not a member of

the Association by the thirtieth (30th) calendar day of the school year or by the thirtieth (30th) calendar day after his/her initial employment, whichever is later, shall have a fair share fee, payable to the Association, deducted from his/her paycheck, divided among twenty (20) equal installments. Such fair share fee shall be equal to the sum of the dues paid by members of the Association to LECTA.

- 2. The Association shall keep the Board's Treasurer apprised of which members of the bargaining unit are not members of the Association, and of the total amount of the fair share fee to be deducted from each.
- 3. If a unit member's employment ends or if he/she assumes unpaid status with the Board before all the deductions have been made the unpaid balance shall be deducted from the final pay check prior to assumption of his/her unpaid status. Following completion of each deduction the Board's Treasurer shall remit the amount which was deducted to the Treasurer of the Association by check payable to the "Logan Elm Classroom Teachers Association". Each such check shall be accompanied by a list of bargaining unit members from whose pay deductions were made and the amount deducted from the pay of each such unit member.
- 4. It shall be the responsibility of the Association to prescribe and provide a rebate for fee payers. Such process of determination, the amount determined, and the execution of any rebate procedure shall be in compliance with the provisions of Section 4117.09 of the Ohio Revised Code and all other applicable state and federal law and/or regulations having the authority of law.

<u>ARTICLE III - NEGOTIATIONS PROCEDURE</u>

- A. Negotiations for a successor agreement shall be in accordance with Ohio Revised Code, Chapter 4117, except as otherwise noted herein.
- B. At the initial session, the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.
- C. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.
- D. When negotiations are conducted during regular school hours, released time shall be provided for the union's negotiating committee and Co-Presidents.
- E. There shall be three (3) signed copies of the final agreement. One copy shall be retained by the Board, one by the Association, and one shall be submitted to the State Employment Relations Board.

F. Impasse

- 1. If, after thirty calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall be for a period of three mediation sessions.
- 2. It is agreed that this impasse procedure shall supersede and replace the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

G. Failure of Mediation and Application of ORC 4117.14 (D)(2)

In the event that the assistance of mediation is unsuccessful in developing an agreement between the parties, and should an agreement not be reached within ten days of the expiration of the existing agreement, the association and the board reserve the right to proceed with all legal options available to them.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

- 1. "Association" shall mean the Logan Elm Classroom Teachers Association.
- 2. "Administration" shall mean the Superintendent, Assistant Superintendent, Directors, Principals, and Assistant Principals.
- 3. "Board of Education" and "Board" shall mean the Logan Elm Local Board of Education.
- 4. "Days" shall mean weekdays except school and legal holidays unless specified differently.
- 5. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.
- 6. "Grievant" shall mean a teacher(s) or the Association initiating a claim.
- 7. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
- 8. "Teacher" shall mean a member of the bargaining unit.

B. Rights of the Grievant and the Association

- 1. A grievant shall be accompanied at all times and at all steps of the grievance procedure by a representative(s) of the Association.
- 2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.
- 3. All parties agree that the grievance will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. Time Limits

- In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a party-in-interest will automatically provide a five (5) day extension.
- 2. If the grievant does not file a grievance in writing within thirty (30) days of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.
- 3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level. Failure to appeal within the requisite time limits shall constitute waiver. A grievance may be withdrawn at any time without prejudice or record in an employee's personnel file.
- 4. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
- Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

D. <u>Informal Procedure</u>

A grievance may first be presented to the principal or immediate supervisor in an attempt to resolve the problem. The grievant shall be accompanied by Association representative(s).

E. Formal Level

- 1. <u>Step One</u>: If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form. (Appendix B) A copy of this form shall be submitted by the grievant or his/her representative to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and his/her Association representative(s). The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, Association, and the Superintendent.
- 2. Step Two: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete the Grievance Report Form, Step II, and submit same to the Superintendent within five (5) days of the receipt of its disposition at Step I. Within five (5) days of receipt of the grievance form, the Superintendent shall meet with the grievant and his/her Association representative(s). Within five (5) days of the meeting, the Superintendent shall write his/her disposition of the grievance by completing his/her portion of Step II, forward a copy to the grievant, the Association, and the immediate supervisor.

3. Step Three:

- a. If the Association is not satisfied with the disposition of the grievance at Step II, or if no disposition has been received within 5 days, the Association may refer said grievance to arbitration by notifying the Treasurer within 15 days. The arbitrator shall be selected from a list provided by the American Arbitration Association (AAA) in accordance with the rules and procedures of the AAA. Each party has the right to request a second list.
- b. The decisions and awards made by the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all parties.
- c. Fees and expenses of the arbitrator and fees of AAA shall be shared equally by the Board and the Association. Other fees and expenses shall be borne by the party incurring them.

ARTICLE V – LEAVES

A. Sick Leave

1. Sick leave shall accumulate at a rate of one and one-quarter days per month. Sick leave shall be allowed to accumulate up to 300 days. Employees who have

more than 300 days accumulated as of June 30, 2006 may accumulate no more than the number of days they have as of June 30, 2006.

- 2. Employees may use sick leave for absence because of the following reasons:
 - a. Personal illness, injury, or illness caused by pregnancy.
 - b. Exposure to a contagious disease with certification by a physician as to the medical necessity of the employee's absence.
 - c. Illness or death in the immediate family. Immediate family is defined for this purpose as parents, parents-in-law, sister, sister-in-law, daughter, daughter-in-law, grandparents, grandchildren, son, son-in-law, husband, brother, brother-in-law, wife, and such other persons who may live with the unit member as a member of the household or who, by reason of special circumstances, stand in the place of the above enumerated individuals, including, but not limited to, "step" relatives.
 - d. In the event of illness, injury, or death of an employee(s) family not listed in (c) above, the employee may take up to five (5) days of sick leave with pay for that particular illness, injury, or death. The Superintendent may grant additional days if the employee requests
- 3. Not until after five (5) consecutive days of sick leave may the teacher be requested to provide a written statement that he/she was unable to perform his/her contractual duties on the days sick leave was requested.
- 4. The Board may require a physician's certification of the teacher's physical or mental ability to return to work after an employee's (1) extended absence as the result of an illness or injury, or (2) when a serious contagious disease existed, or (3) an emotional breakdown, nervous breakdown, or mental condition existed, or (4) other causes which could deny the students' rights to a proper education or cause a relapse for the teacher.
- 5. Part-time employee's sick leave shall be credited according to Section 124.38 of the Ohio Revised Code.
- Each employee shall be entitled to an advance of five (5) days of sick leave regardless of whether that amount has been accumulated. These five (5) days shall constitute a part of the total days for which said employee is eligible during the year.
- 7. A statement with the signature of the employee describing the period and cause of absence and listing the attending physician and/or hospital, if any, shall be required of all employees to justify the use of sick leave. Ohio Revised Code 3319.141 will be utilized regarding falsification of sick leave statements.

8. Report of Absence

In all absences a "Leave Form" (Appendix A) must be filled out and filed with the school principal or supervisor in order for compensation to be made.

Use and accrual of sick leave days shall be reported to each unit member by the Treasurer of the Board along with the other information reported on the stub of each paycheck.

10. STRS Disability

Employees who have been granted STRS disability shall use a maximum of 225 sick leave days. Severance pay shall be based on the employee's remaining accumulation of sick leave days.

11. Sick Leave Bank

- a. Allow fifty (50) days per school year to be established in a sick leave bank for use by teachers who are in need of additional sick leave. Upon retirement from the District, a teacher may donate up to five (5) days of sick leave to the sick leave bank. Any days of sick leave donated to the sick leave bank by a teacher upon retirement from the District shall be removed from the retiring teacher's total accumulated unused sick leave for purposes of calculating the retiring teacher's severance pay under Article VIII(E).
- b. A committee of teachers appointed by LECTA officials shall decide who gets the sick leave and how many days.
- c. A one to one (1:1) ratio will be utilized in a teacher's voluntarily contributing his/her sick leave to the bank.
- d. Unused days shall carry over to the subsequent school year.
- e. Benefits will continue to be paid by the Board as provided in Article VIII, Section G upon exhaustion of sick leave.
- f. In the event the sick leave bank depletes below five (5) days in any school year, the donation period will re-open for a period of thirty (30) days to allow donations to the sick leave bank. In no event shall the balance in the sick leave bank exceed fifty (50) days in any school year.

B. Personal Leave - (Leave Form - Appendix A)

Personal leave shall be approved for teacher absence with pay up to four (4) days under the following rules:

- a. Personal leave shall be <u>unrestricted</u>. Unrestricted means that personal days can be taken for any reason.
- b. The employee shall inform the proper administrator of his/her intention to use these days at least two (2) school days before taking such leave, except in emergencies in which case the employee shall notify the administrator at the earliest possible time so that a substitute may be secured.
- c. No more than one (1) day of personal leave shall be granted immediately before or following a vacation or holiday. No personal leave shall be available for use during the first or the last week of the school year.
- d. No more than ten percent (10%) of the staff of any given building may be approved for personal leave for any one (1) workday. Assistant high school coaches applying for clinic or tournament attendance shall not be subject to this restriction.
- e. No personal leave shall be available for use during the first or the last week of the school year, district in-service meetings, waiver day of instruction or parent/teacher conference. The superintendent or his/her designee may waive this limitation in special/emergency situations.

C. Short-Term Professional Leave

- The Board shall make every effort to provide a professional leave budget approaching fifteen thousand three hundred seventy-five (\$15,375) dollars. The professional leave budget will be managed by the curriculum director and/or district office designee. Administrative and athletic meetings shall not be taken from the above allotment.
- 2. A. Lodging: Any person on official district business, more than 60 miles from home, who must provide lodging for himself/herself in connection with that business will be entitled to reimbursement for the cost of a single room (not to exceed \$70.00 unless approved in advance by the Superintendent) at the hotel of his/her choice. If a spouse accompanies the employee, lodging expenses will be reimbursed for the cost of a double room at the single occupancy rate.
 - B. A meal allowance shall be provided with the following limits: Total allowance per day thirty dollars (\$30.00).
 - C. If the District requires an individual to attend a conference, the District will pay for the items set forth in Section 2A and B above and the cost of registration for the conference. Notwithstanding anything to the contrary in Section 2A and B above, if the employee elects to attend a conference, and the District pre-

approves the employee's attendance at the conference, the District will pay for the cost of registration for the conference.

D. Court Appearance and Jury Duty

- Mandatory appearances for school related incidents: If, in the course of performance of professional duties, and as a result of action arising out of performance of such duties, a unit member is served with a subpoena issued by any court or agency resulting in involuntary absence from school, the unit member shall be paid his/her salary.
- 2. Jury Duty Any bargaining unit member serving on jury duty shall be paid his/her salary for each working day served as a juror providing they turn in all monies, less meals and parking, received from the court.
- 3. A bargaining unit member shall not be required to use personal leave for the lawful will of a court or agency unless the employee has initiated the action which requires his/her absence.

E. Maternity/Paternity/Child Care/Adoption Leave

- A bargaining unit member has the right to an unpaid leave of absence for the purpose of maternity/paternity/child care or adoption except that during the period of maternity disability, the bargaining unit member is entitled to use sick leave.
- 2. A bargaining unit member requesting unpaid leave for maternity/paternity/child care or adoption shall have the right to such leave with 60 days notice or as early as possible to the Superintendent of the proposed commencement of such leave. Such notification may be amended as circumstances warrant.
- 3. Such unpaid leave shall be for up to two (2) semesters. At the bargaining unit member's request, an additional two (2) semesters may be granted.
- 4. An employee will receive benefits consistent with the FMLA. During such leave that is not considered FMLA leave, the bargaining unit member shall have the option to continue any/all benefits at the group rate, provided appropriate payment is made in full to the Board Treasurer in a timely manner.
- 5. The employee shall pay the Board's cost of STRS for the second year of leave in the event they purchase that year of service.
- Individuals on maternity leave shall notify the Superintendent, by letter, of plans for the coming year by April 1 preceding that school year unless the birth of the baby or adoption of an infant occurs subsequent to March 15, in which case the

teacher shall have until July 1 to notify the Superintendent in writing of his/her intentions for the coming school year.

If the Superintendent's office has not been notified in writing by July 1, the Superintendent shall attempt to notify the teacher by telephone and will mail a registered letter to seek a response by July 10. In addition, by July 2, the Superintendent shall explain the situation to the Association President or a member of the Association's executive board if the Association President cannot be contacted. If no response is received from the teacher on leave by July 10, the teacher's contract may be terminated by the Board of Education.

7. Upon return to service by the teacher at the expiration of the leave of absence, the teacher shall resume the limited or continuing contract status which the teacher held prior to such leave.

F. <u>Unpaid Disability Leave of Absence</u>

- 1. Upon the receipt of a written request documented with a physician's statement from a bargaining unit member, the Board of Education shall grant an unpaid disability leave of absence for a period of not more than one (1) school year or for a part of the current school year. However, such leave shall be renewable from year to year upon annual resubmission of a written leave request accompanied by a physician's certification of the continuing disability.
- 2. Upon the return to service of the employee at the expiration of the leave of absence, the employee shall resume the contract status which the employee held prior to such leave.
- 3. The employee shall not earn pay or sick leave during the period of disability leave of absence.
- 4. If an employee is ineligible for FMLA, the Board will pay fifty percent (50%) of the single rate of health insurance for three (3) months upon an employee demonstrating that he/she is eligible for an unpaid disability leave in accordance with Section (F)(1) above. This Section shall not apply to an employee that is ineligible for FMLA leave as a result of having used all twelve (12) weeks of FMLA leave in the previous twelve (12) months.

G. Family Medical Leave

1. The Federal Family and Medical Leave Act enables eligible employees to take up to a combined total of twelve (12) weeks of unpaid leave in each rolling twelve (12) month period in connection with (1) the birth and first-year of a child; (2) the adoption or foster placement of a child; (3) the serious illness of an employee's spouse, child, or parent; and (4) the employee's own serious illness. An employee

becomes eligible after working twelve (12) months for the District and must work more than twelve hundred fifty (1,250) hours per year. All qualifying definitions, eligibility requirements, and conditions for use of family or medical leave under this Section shall be construed to be consistent with the Family and Medical Leave Act of 1993.

- 2. A teacher desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he/she will use family medical leave must specify that "family medical leave" will be the type of leave taken.
- 3. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay the portion of the premium he/she normally pays for any such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his/her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
- 4. Employees are required to substitute paid leave for unpaid FMLA leave consistent with the FMLA and the leave provisions of this agreement.

H. Contract Status Defined

- 1. Improvements in training may occur during an unpaid leave and shall apply to salary schedule improvement.
- 2. The vertical steps on the salary schedule will be based upon the number of days worked during the school year. If 93 days or more were worked, credit will be given for one (1) year's experience. If less than 93 days were worked, no credit will be given for a year's experience.
- 3. When the contract of a limited contract teacher is interrupted by an unpaid leave, that contract year will be repeated if the teacher worked less than 93 days. If additional years are remaining at the time of the leave, they will be on hold and must be served before going to the next sequence of contract.

I. Military Leave

The parties will abide by the Ohio Revised Code for military leave.

J. Assault Leave

Any member of the bargaining unit who is disabled as certified by a physician and such disability to be directly related to assault will be eligible for assault leave. The assault must have occurred during the course of the teacher's job responsibilities in order to be eligible for assault leave. The Superintendent shall approve assault leave based upon the medical certification by a physician of continued disability.

ARTICLE VI - JOB SECURITY

A. Non-Renewals

- 1. The provisions of this article shall not apply to supplemental contracts.
- 2. During the employee's first or second year of employment, the employee shall have the right to a meeting with the Superintendent during which the Superintendent shall discuss his/her decision for non-renewal.
- 3. During the employee's third year of employment with the district, the employee shall be provided written reasons for non-renewal from the Superintendent/designee. Said reasons shall be based on the administrator's overall documented evaluation of the job performance. Said notice shall be given prior to Board action.
- 4. During the employee's fourth year of employment, a teacher recommended for non-renewal shall be given an opportunity to be heard by the Board prior to Board action. The employee shall furthermore retain the rights set forth in Section 2 above. The employee has the right to representation.
- 5. After an employee has been employed by the district for five (5) or more years, said employee shall have the notice and hearing rights set forth in Sections 2 and 3, and may only be non-renewed for good cause.
- 6. This article shall supersede ORC 3319.11 regarding non-renewal.

B. Just Cause

- 1. No member of the bargaining unit shall be disciplined without just cause.
- Nonrenewal may be disciplinary. However, non-renewal of a limited contract for reasons based on the overall documented evaluation of job performance is not to be determined as discipline.
- 3. Required Meetings or Hearings: Whenever any employee is required to meet with an administrator and the purpose or outcome of the meeting is disciplinary in nature, the employee shall be entitled to a representative. This provision

excludes evaluation conferences conducted during the normal course of the evaluation process.

C. <u>Sequence of Limited Contracts</u>

1. Limited contracts issued after the effective date of this agreement to all bargaining unit members who do not qualify for a continuing contract shall have the following duration:

First Contract 1 Year Second Contract 1 Year Third Contract 1 Year Fourth 1 Year Fifth & thereafter 1 Year 3 Years Sixth Contract Seventh Contract 3 Years 4 Years Eighth Contract

- 2. A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract shall be considered eligible at the end of that contract upon meeting the requirements of the Ohio Revised Code.
- 3. In order for a teacher to be granted tenure, the Superintendent must be notified by September 30 by official communiqué that said teacher will be eligible for a continuing contract by meeting the requirements of the Ohio Revised Code and is seeking tenure at the April board meeting. Document(s) supporting the qualification for continuing contract(s) shall be submitted to the Superintendent by April I.

D. Contract Termination

- No continuing or limited contract shall be terminated during its term except for good and just cause. Employees shall have the right to appeal such termination through the negotiated grievance procedure.
- 2. This provision shall supersede and replace O.R.C. 3319.16 and 3319.161 relating to contract termination.

E. Reduction In Force

1. The Board may institute a reasonable reduction in force by reason of a system wide decreased enrollment of pupils, return to duty of regular teachers after leave of absence, by reason of suspension of schools or territorial changes or elimination of federal programs as provided by law affecting the district in accordance with Section 3319.17 of the Ohio Revised Code, or any other reason

- as identified in Ohio Revised Code Section 3319.17. Such reduction may not take place after September 1, unless it affects the subsequent school year.
- 2. In making such reduction by suspending contracts, the Board shall proceed in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to continuing contracts.
- 3. Seniority shall be defined as the length of continuous full-time service as a bargaining unit member and shall not be interrupted by approved leaves of absence. Should a tie occur in determining seniority, the tie shall be broken by the date of the official Board action taken with respect to employment, and then by the date the Board's job offer was accepted in writing and then by the date by which the teacher submitted a job application.
- 4. When reduction in force (RIF) becomes necessary, it shall occur as follows:
 - a. Any bargaining unit member who has a plan for improvement or a professional improvement plan and an ineffective rating in the most recent evaluation.
 - b. Any bargaining unit member who has a professional improvement plan and a developing rating in the most recent evaluation.
 - c. Any bargaining unit member with a developing rating in the most recent evaluation.
 - d. Any bargaining unit member with a skilled or accomplished rating in the most recent evaluation

Within each of the items (a), (b), (c), and (d) the evaluations shall be considered comparable under R.C. 3319.17 such that reductions shall be made in such a manner that the persons in those areas having the least seniority will be the first to be suspended.

- 5. The Board shall provide the Association President with a seniority list by October 30 of each school year. The list shall include hire date, continuous years of service in the district, the type of contract (limited or continuing) and areas of certification held by the employee. Employees shall have thirty (30) days to contest any inaccurate information contained in the seniority list. If no adjustments are necessary the original list will become the official seniority list until the following November 30.
- 6. A teacher whose name appears on the reduction in force list shall be offered re-employment when a position becomes available for which he/she is certified, giving preference first to continuing contract teachers, and then in reverse order of suspensions as identified in paragraph 4 above. No new teachers shall be

employed by the Board while there are teachers on the reduction in force list who are certificated for any opening of a teaching position

- 7. Teachers being recalled shall be notified by certified mail to the teacher's last known address and shall have twenty (20) calendar days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) days.
- 8. A reduction-in-force shall be deemed to have occurred if the number of bargaining unit positions is less in any school year than the previous school year, regardless of whether positions were lost due to the failure to fill a vacancy, attrition or layoff.
- The addition of Section E, Item 8 to the Reduction In Force section of Article VI, in no way inhibits the Board's rights to not fill vacancies created by resignations, retirements, terminations or non-renewals in accordance with the Master Agreement.

Personnel who have resigned, retired, been terminated or non-renewed have no rights to recall under Article VI, Section E.

F. Sub-Contracting Vocational Positions

- The Association agrees that state approved vocational programs for Logan Elm School District may be sub-contracted to the Pickaway-Ross Joint Vocational School District at the Board's discretion.
- Vocational teachers affected by this provision shall not return to the Logan Elm School District as employees by way of displacing any bargaining unit member of the Logan Elm Classroom Teachers Association.
- Vocational teachers affected by this provision upon becoming employees of the Logan Elm School District shall have the same contract rights as all other bargaining unit members of the Logan Elm Classroom Teachers Association.

G. Certification/Licensure

 Employees who have multiple areas of certification/licensure shall maintain all areas of certification/licensure. If an employee fails to maintain all areas of certification/licensure, the employee may be non-renewed under the procedures identified in Article VI(A)(1) regardless of the employee's years of service with the district.

<u>ARTICLE VII - TERMS AND CONDITIONS</u>

A. Personnel File

- 1. The official personnel file of each teacher shall be maintained in the Central Office.
- 2. A teacher shall be able to review all material in his/her personnel file except pre-employment information in the office of the Superintendent. The file shall be reviewed in the presence of the Superintendent or his/her designee.
- 3. In addition to the teacher, members of the Board, Superintendent, Treasurer (their confidential employees), other administrators, and the Board's or teacher's attorneys or other representatives shall have access to the personnel file.
- 4. A teacher shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.
- 5. Any teacher shall have the right to obtain a photo static copy of any item in his/her file upon the payment of the prevailing price per photocopy of requested material.
- 6. No anonymous communiqués may be placed in the file of a certificated staff member.
- 7. Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, untimely, inappropriate, and/or inaccurate. The member shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the member shall have the right to initiate a grievance at Step III.
- 8. No materials dealing with evaluation or discipline of a teacher will be placed in the personnel file without prior acknowledgment by the teacher, that he/she has reviewed the material or has been given an opportunity to review the material.
 - Routine non-evaluative and nondisciplinary items (insurance, certificate, transcripts, workers compensation, personal form data, etc.) shall not require prior acknowledgment by the teacher.
- 9. Any materials of a negative and/or disciplinary nature shall be expunged from the personnel file after four (4) years if there have been no other incidents.

B. Work Day

The work day for members of the bargaining unit, inclusive of at least a continuous thirty (30) minute duty-free lunch period, shall be:

*Elementary 8:25 a.m. - 3:25 p.m. Intermediate School 7:33 a.m. - 2:33 p.m Middle & High School 7:20 a.m. - 2:45 p.m.

*The additional 15 minutes per day will be added to the schedule where teachers in each building decide that it is needed for planning time. It will be used for planning time only.

The work week shall be Monday through Friday, unless agreed to by both parties.

C. Faculty Passes

Bargaining unit members shall be given two (2) passes to each school activity (drama excluded). The passes are not transferable.

D. Parental Complaint Procedure

- 1. When a complaint is made to the Board or any of its members or administrators by a student's parents or any other member of the public concerning a teacher's conduct or other activities that relate to the teacher's employment duties, and the concern is thought to be serious enough to become a matter of record, the teacher shall be informed within five (5) days of the stated concern by the appropriate administrator. The appropriate administrator and teacher shall attempt to resolve the party's complaint.
- 2. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such a complaint be grounds for action or reprimands or discipline against a teacher without the teacher having prior notice and a reasonable opportunity to provide information on the issue to the administration. Any complaint brought to the Board shall be heard only in executive session. The teacher and his/her representative shall be afforded the opportunity to be present and to be heard during that executive session.

E. Mandatory Faculty Meetings

Mandatory faculty meetings may be held, but may not extend the contractual work day more than one (1) hour total per month. The Association shall be provided 15 minutes of the 1 hour mandatory meeting to raise issues regarding their building.

F. Planning Time

All bargaining unit members shall be provided planning time of two hundred (200) minutes per week.

G. Academic Freedom

The Board shall protect teachers from any censorship or restraint that interferes with the teachers' obligation to pursue truth in fulfilling their teaching assignments. Such protection will only be extended as long as the teacher exercises his/her academic freedom within the boundaries of the adopted curriculum.

H. Prohibition Against Public Reprimand

Any reprimand of an employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of pupils, parents of pupils, other employees, or at public gatherings.

I. School Calendar

- 1. The school year shall consist of 185 contractual days. Those 185 days shall include: 2 teacher work days, 2 parent-teacher conference days, and 3 in-service days, one of which may be county in-service.
- 2. COTA Day shall be removed from the calendar beginning with the 2010-2011 school year.

J. Liaison Committee

 There shall be an Association-Superintendent Liaison Committee, consisting of the Association President and the Superintendent. This committee will meet at least once every other month on a regular schedule, or when requested by either side.

The President and the Superintendent may appoint up to three (3) persons each to participate in each meeting. The purpose of the Committee will be to discuss problems or issues in the District and/or implementation of the Master Agreement. Each side will notify the other of agenda items it wishes to discuss at least one week prior to regular meetings.

2. Each school building in the district shall have an Association-Principal Liaison Committee consisting of the Principal and two (2) members of the Association chosen by vote of Association members in the building. The purpose of the committee will be to discuss problems or issues in the building and/or implementation of the Master Agreement. The Committee will not discuss specific personnel matters. The Committee will meet at least once per month on a regular schedule, or when requested by either side.

Issues that cannot be resolved in the Building Liaison Committee may be forwarded to the Association-Superintendent Liaison Committee by application of any member of the Building Liaison Committee.

K. Evaluation

Evaluations shall be completed consistent with Appendix G.

If an employee believes the evaluator has violated the procedure established in Appendix G or that the evaluator's written report of the results of the evaluation is arbitrary, capricious or unreasonable, the employee must file a written grievance at Step 2 of the Grievance Procedure at Article IV within ten (10) days of the employee's receipt of the written report.

If the grievance is not resolved at Step 2, then within ten (10) days, the Association shall file a written request for arbitration with the Superintendent. The arbitration shall be conducted with an expedited procedure before an arbitrator mutually agreed upon by the parties or one appointed by the American Arbitration Association, in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules.

L. Vacancies and Transfers

1. Assignment

- a. Prior to the end of each school year, each principal will meet with each professional staff member of his/her staff to discuss proposed assignments for the next school year.
- b. A personal notice of the grade level or subject area assignment will be authorized by the superintendent and will be given to the professional staff members prior to July 10.
- c. Changes in assignment made after July 10 shall be for the demonstrated and reasonable needs of the District.

2. Vacancies

Vacancy defined - a vacancy is a teaching position created by the death, transfer, resignation, retirement, non-renewal, or termination of the teacher formerly filling such position or by reason of being newly created by action of the Board or Administration. The Board reserves the right not to fill vacant positions.

a. The Superintendent shall prepare a posting of all vacancies within five (5) working days of their occurrence. A copy of this posting shall be sent to each school and posted on the staff members' bulletin board for five (5) working days. Postings shall also be on the district voice mail and the school district's web page. After July 10 and prior to the first day of school, the posting shall be for five working days.

The posting shall include the following information:

- (1) Position(s) available
- (2) Requirements for job
- (3) Deadline for application
- (4) Effective starting date

Applications from current employees shall be given first consideration and a new application is necessary for each position posted. The timelines of this article shall not apply during the two weeks prior to the commencement of the school year.

- 1. Such application must be presented to the central office by 4:00 p.m. within ten (10) working days of the original posting date.
- 2. The superintendent shall confirm that the applicant's request has been received.
- b. Vacancies of supplemental contract positions shall be posted seasonally; fall, winter, spring and summer.

3. Transfers

The following factors, in order of their priorities, shall govern selections for voluntary transfers:

- a. Qualifications
- b. Demonstrated and reasonable needs of the District.
- c. Seniority

When a transfer is not approved, the superintendent shall notify the staff member stating the transfer was not approved. Notice shall be given to the staff member after proper consideration has been given to the request.

M. Involuntary Transfer/Reassignment

A conference shall be held between the staff member and the building principal explaining the reasons a transfer of the individual is being considered.

N. Classroom Relocation

The building principal shall provide assistance in relocating teachers' classrooms when room utilization changes are initiated by the principal.

O. Class Size/Split Classes

- 1. The Association shall join the Administration in forming a committee to study means of reducing and equalizing class sizes at elementary schools. Such committee shall make its recommendations to the Association by April 1 annually. Teachers will be appointed by the Association.
- 2. Split classes are to be discouraged and used only in times of need.
- 3. When split classes must be used, the principals and/or superintendent will first seek volunteers.
- 4. Those who volunteer or are placed if no volunteers come forward will receive a stipend equal to Group VIII of the Supplemental Salary Schedule. Team teaching and departmentalized teaching approach is not included as part of the split class definition. Team teaching and departmentalized teaching approach shall only occur when a simple majority of teachers affected are in agreement.

P. Smoking on School Premises

All school buildings and grounds shall be smoke free/tobacco free. The Board will pay for two (2) stop smoking treatments as determined standard by the insurance industry agreed upon jointly with LECTA.

Q. School Events

Teachers agree that their attendance at school events displays support to the individual student participants, fellow teachers who are advisors, and the school as a whole. Attendance at school events is encouraged.

R. <u>Employment of Retired Teachers</u>

- 1. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Logan Elm Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Logan Elm Local School District Board of Education or not, will be offered employment. The district reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.
- 2. The salary to be paid to retired teachers reemployed after June 30, 2009, shall be based on the Bachelor's salary schedule training column and shall be given zero (0) years of experience. Retired teachers will advance in typical fashion from step to step. To the extent that this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this sub paragraph shall supersede and replace those sections of law with which it is in conflict.
- 3. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.
- 4. Each one year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not reemploy the employee pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- 5. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- 6. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit.
- 7. Teachers employed pursuant to this provision, upon initial employment shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.
- 8. Employment conditions for previously hired retired teachers must comply with this provision.
- 9. In the year of retirement, all supplemental contracts held by that teacher shall be posted.

All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.

<u>ARTICLE VIII – COMPENSATION</u>

A. Salary

1. All salaries shall be increased by 3% in the 2016-17 school year, 2.5% in the 2017-18 school year, 2% in the 2018-19 school year.

2016-17	BA Base, Step 0	\$ 34,123	3%
2017-18	BA Base, Step 0	\$ 34,976	2.5%
2018-19	BA Base, Step 0	\$ 35,675	2%

- 2. Effective with the 2016-2017 school year, bargaining unit members shall be credited with one year service credit as compared to their service credit in the 2015-2016 school year and be advanced, as applicable, one vertical experience step effective with the 2016-2017 school year on the salary and supplemental salary schedules. Notwithstanding the foregoing, effective for the 2018-2019 school year only, bargaining unit members who were members of the bargaining unit as of July 1, 2011 and who actually worked at least 120 days during both the 2011-12 and 2012-13 school years shall receive one (1) additional year of service credit (e.g., from Step 3 in 2017-18 to Step 5 in 2018-19; from 20 years of experience in 2017-18 to 22 years of experience in 2018-19 and remain on Step 20).
- 3. If at any time during this contract, the state Minimum base (BA, Step 0) exceeds the bases as identified above, the BA base will be raised to conform to the State Minimum.

B. Payroll Practices

- 1. There shall be 26 equal, bi-weekly paydays. Payday shall occur every other Friday, unless such Friday is a non-work day for the bargaining unit. In such case, payday shall be the last regular workday prior to the Friday payday.
- 2. All employees are required to have their pay checks direct deposited. The Board shall provide direct deposit of employee paychecks to the financial institution of the employee's choice. The financial institution must be part of the Automated Clearinghouse (ACH) system. In the event that the pay date falls on a holiday, the electronic transfer shall take place the work day prior to the holiday.

Direct deposit information shall only be sent through electronic mail to the employee's school email address. Information delivered by electronic mail shall not include confidential information such as social security numbers or bank account information.

No paychecks or direct deposit information will be distributed prior to payday except direct deposit information delivered by electronic mail will be sent out no later than the day preceding the pay date.

- All payroll deductions to credit unions, tax-shelter annuity companies, etc., shall
 be sent to the appropriate agency or company as billed by each agency or
 company.
- 4. Supplemental salaries shall be paid one-half (1/2) with the first paycheck of the school year. The other one-half (1/2) is due and payable at the end of the official season for that specific supplemental or the end of the school year, whichever occurs first. Should the employee not fulfill the contract, the prepaid amount would be deducted on a pro-rated basis.

5. Credit for experience:

- a. Full credit shall be given for up to five (5) years military service.
- b. Full credit shall be given for up to ten (10) years prior teaching experience.
- c. Full credit shall be give for up to eight (8) years prior experience in the area of the supplemental held by the bargaining unit member.
- d. Credit for experience One year's credit shall be given if 120 days of substituting are completed during one school year regardless of district.
- 6. For class coverage, tutor pay, summer school, discipline program, Saturday school, home instruction, County Curriculum committee, intervention assistance teams, other tutors for remediation and/or enrichment, multifactored evaluation teams, I.E.P. teams meeting outside of school time, and other district or county committee assignments approved by the Superintendent, teachers shall be paid per hour at the rate of \$25.75.

7. Extended Time

Paid at the individual bargaining unit member's per diem rate of pay.

8. Mileage

Mileage shall be set at the current IRS rate per mile. Employees are to submit expense forms monthly with a completed purchase order and return through the building principal or supervisor. Employees will be notified of changes in the IRS rate when they occur.

9. Column Placement

- a. 150 hours Graduate or undergraduate semester hours regardless of when earned. Employee must have Bachelor's degree.
- b. MA + 30 Graduate or undergraduate semester hours earned after the awarding of the MA.
- c. Ph.D. (Index at Step 1 on the MA+30 schedule becomes Step 0 on Ph.D. schedule. Step 13 will be at 2.01)

10. Annuity Deductions

Monthly annuity deductions in accordance with Section 403(b) of the Internal Revenue Code shall be made for all those bargaining unit members presently enrolled, and new companies shall be added if seven (7) or more bargaining unit members wish to enroll. The maximum number of annuity companies for which deductions are required shall be ten (10).

Each member of the unit shall have the responsibility to determine that his/her payroll deductions for tax sheltered annuities does not exceed the maximum amount provided in Section 403(b) of the Internal Revenue Code and regulations applicable to that section, and shall not seek any payroll deduction in excess of that amount. Each member of the unit shall, upon request of the Treasurer, provide to the Board or obtain for the Board, any information which the Board may request to permit it to independently determine the qualified nature of the selected program and the applicable limitations on the amount of deferral. In the event the Treasurer and/or Board are assessed any taxes, charges, penalties or interest as a result of deductions by a member which exceed the IRC maximum limit, those amounts shall be reimbursed by the member to the Treasurer or Board.

All 403(b) providers must cooperate with the information and automation requirements of the district's plan administrator and common remitter. Furthermore, the provider must execute a reasonable hold-harmless agreement protecting the school district from any liability related to the 403(b) contract into which an employee enters and an information sharing agreement agreeing to all required communication regarding our employees' accounts in order that the district can administer its 403(b) plan as required by the Internal Revenue Service.

C. Educational Training and Experience

It shall be the responsibility of all teachers to provide the district with accurate data regarding educational training and experience. Teachers must request, in writing, to the Superintendent any change in their training level. All requests must be made and appropriate documentation on file prior to September 15 for each particular school year.

Complete transcripts must be on file to support such claims (in cases where classes are taken during the summer, a statement from the college official will suffice, but the official transcript will be required). If an error has been made in salary schedule placement as determined by complete transcripts and/or other information provided the district by the teacher, then correction shall be made commencing with the next regularly scheduled paycheck. If the error was made by the District, the bargaining unit member shall receive retroactive pay. If the error was made by the teacher then no retroactive payment shall be made. In the event repayment by a teacher is the necessary correction, such repayment shall be made in the same number of installments as overpayment occurred.

D. Supplemental Salaries

- All supplemental salaries shall be calculated according to the Supplemental Salary Schedule attached as Appendix C as applied to the current BA salary at Step 1.
- 2. a. All holders of supplemental contracts shall be paid mileage while on authorized school business.
 - b. Head coaches shall be afforded the opportunity to attend coaching clinics.
 - c. Coaches shall be consulted prior to any decisions concerning scheduling being made.
 - d. Once supplemental duties are begun by a bargaining unit member, a supplemental contract must be issued in accordance with the provisions herein.
 - e. Level placement for supplementals shall be calculated based on total year's experience in that sport or activity.
 - f. Assistant high school coaches will be allowed to use personal leave to attend coaching clinics and/or state tournaments, if not approved under professional leave.

E. Policy on Severance Pay

- 1. Upon retirement, in accordance with STRS rules, teachers with a minimum of 10 consecutive years in the District, shall be entitled to be paid a sum equal to twenty-five percent (25%) of their total accumulated unused sick leave, but not to exceed 50 days. Such payment shall be based upon the teacher's per diem rate of pay at the time of retirement, exclusive of pay for supplemental contract duties. No teacher under contract during the 1998-99 school year will be affected by the 10 year limitation.
- Payment for sick leave under this regulation shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Each new employee will start at zero days if he/she has already received severance pay because of previous STRS retirement.
- 3. Retirement severance pay will be paid within 90 days of the employee's last day of service.

F. Covering Other Classes Than Assigned

- In all cases of teacher absence, including specialists, principals shall make all
 efforts to secure the necessary substitute teachers. Only when a qualified
 substitute is not available or an emergency arises during the school day will
 teachers be requested by the principal or designee to cover or absorb classes of
 an absent teacher. The principal or designee shall request teachers to cover
 classes of absent teachers on an equitable basis.
- The principal will keep a record of times when each professional staff member has accepted such teaching responsibilities. Payment shall be made at the next regular pay date.
- 3. Any staff member has the right to refuse such request without recrimination.

G. Benefits

1. Effective January 1, 2017, the Board shall provide all full-time employees a high deductible plan (HDP) with deductibles of \$1,500 for the single plan (in-network) and \$3,000 for the family plan (in-network), with maximum out-of-pocket for the single plan of \$3,000 (in-network) and maximum out-of-pocket for the family plan of \$6,000 (in-network). The Board shall pay ninety percent (90%) of the single premium and ninety percent (90%) of the family premium for this coverage.

In calendar year 2017, the Board will contribute \$2,000 to each employee's

single plan health savings account and \$4,000 to each family plan health savings account.

In calendar year 2018, the Board will contribute \$1,500 to each employee's single plan health savings account and \$3,000 to each family plan health savings account.

In calendar year 2019, the Board will contribute \$1,000 to each employee's single plan health savings account and \$2,000 to each family plan health savings account.

Health savings account (H.S.A.) contributions shall be deposited in two (2) installments. The Board's H.S.A. contributions shall occur as follows: seventy-five percent (75%) of the Board's H.S.A. contribution for the calendar year shall be deposited on the first pay day of the calendar year and the remaining twenty-five percent (25%) of the Board's H.S.A. contribution for the calendar year shall be deposited on the first pay day of September.

- 2. All bargaining unit members who opt out of the health insurance program for one year from January 1 to December 31 shall receive a bonus of two thousand five hundred dollars (\$2,500) to be paid over two equal installments in the first pay of January and the first pay of June in the year immediately following the opt out. Spouses both employed by the Board are not eligible for the opt out payments
- **3.** H.S.A. payroll deductions are allowable up to the amount determined by federal law. Employees will monitor their accounts to ensure their limit meets federal requirements. If a fine is incurred, the individual will reimburse the District the amount of the fine.
- 4. Optum Bank will serve as the sole institution for H.S.A. accounts.
- 5. Spouses employed by the Board are eligible for one family health insurance plan and one family dental insurance plan. Spouses employed by the Board are eligible for one contribution to a family plan health savings account.
- 6. As of January 1, 2007, the Board will provide an Internal Revenue Code Section 125 plan under which the employee's insurance contributions, non-reimbursable medical expenses, and child care expense allocations are covered consistent with applicable legal requirements.

7. Open Enrollment

Employees and their family members may only enroll during the month of employment, at a change in status (marriage, birth, adoption), or in November of each year.

8. Term Life

The Board shall purchase from a carrier licensed by the State of Ohio a term life insurance policy of \$30,000 for each member of the bargaining unit.

9. <u>Dental Insurance</u>

The benefits under the dental plan shall be at least the benefits provided under the 1992 dental plan.

The minimum benefits of the dental insurance plan include the following:

Calendar Year Deductible:

Class I (Preventive & Diagnostic) None

Class II (Basic Restorative) &

Class III (Major Restorative) Combined \$25 Per Person \$50 Per Family

Class IV - Orthodontic Services None

Benefit Percentages:

Class I Services 100% Of Reasonable Charge

Class II Services 80% Of Reasonable Charge

Class III Services 70% Of Reasonable Charge

Class IV - Orthodontic Services 50% Of Reasonable Charge

Maximum Benefit Payable Per Calendar Year

Class I, II & III Services Combined \$1,500 Per Person

Maximum Lifetime Benefit

Orthodontic Services \$ 1,000 Per Person

^{*}See Appendix I for description of Class I, II, III and IV services.

^{10.} Each employee shall be provided with a copy of the LELSD Employee Benefit Plan. Addendums to plan document will be available through the Treasurer's office.

11. Employees' health insurance rates go into effect during the month in which the District's rates increase.

H. Longevity at Logan Elm Schools

5-9 Years	\$ 400.00
10-14 Years	\$ 600.00
15-19 Years	\$ 1,000.00
20 & over years	\$ 2,400.00

I. Tuition Rate for Children of Employees

School age children of employees who live outside the district shall be permitted to attend the Logan Elm Schools provided they are not subject to and serving an expulsion from another school district in the State of Ohio.

J. Vision Coverage

The Board shall offer vision coverage to employees with 100% of the premium cost to be paid by the employee through payroll deduction.

K. Wellness Program

A wellness committee comprised of representatives from the administration and LECTA will be formed to study and implement wellness initiatives aimed at improving employee health and quality of life. Offered incentives must be approved by the Board of Education and the LECTA membership. Eligibility will be contingent on completion of a health risk assessment and biometric screening. Participation is not mandatory.

L. The Board of Education shall pay all expenses related to BCI/FBI checks, excluding initial BCI/FBI employment checks.

ARTICLE IX - EDUCATIONAL INCENTIVE

A. The Board agrees to provide educational incentives as follows:

- 1. The Board will establish an Educational Incentive Fund for which \$50,000 will be appropriated annually. Funds appropriated, but unused, shall not be carried over from year to year.
- Courses to be taken must be approved in advance by the Superintendent if reimbursement is to be requested. (Use Tuition Reimbursement Form Appendix J)

B. Tuition Reimbursement

- 1. The Board agrees to reimburse a maximum of \$185 per quarter hour and \$275 per semester hour. Each semester (September December and January May), a teacher may be reimbursed up to six semester hours or nine quarter hours not to exceed 12 semester or 18 quarter hours per contract year. During the summer, a teacher may take 12 semester hours or 18 quarter hours in lieu of completing courses during the regular semesters.
- 2. In order to be reimbursed, the teacher must return to employment with the Logan Elm School District. Therefore, reimbursement shall be made annually at the time of the first payroll in the month of October for all approved coursework taken during the preceding twelve month period (July 1 June 30). On September 15 of each year, the Treasurer shall calculate the total cost of all coursework submitted for reimbursement and shall divide that amount into the total amount available in the fund to determine the ratio of cost to reimbursement. Such reimbursements shall not exceed the actual cost experience of any individual unit member, and the total of such reimbursements shall not exceed the amount available in the fund. The date of the course's first class shall determine the appropriations year from which the college remuneration shall be paid.
- C. The funds will be applied toward courses successfully completed with a grade of B or better in a graded course. Submission of proof of successful completion of coursework is required. Payment for a pass/fail course will be made only if the Superintendent has given prior approval. Such approval shall not be unreasonably withheld.
- D. To qualify for reimbursement, the proper central office forms must be completed in advance and a certified copy of the academic record (grade report, transcript, or a letter of certification from the professor) and documentation of the cost (cancelled check, credit card receipt, or university receipt) of the coursework must be evident. All such documentation of coursework taken during the preceding twelve months (July 1 June 30) must be submitted by September 15 of each year.

ARTICLE X - STRS PICK-UP

- A. The Board of Education of the Logan Elm School District herewith agrees with the Logan Elm Classroom Teachers Association, at no cost to the Board, to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit members under the following terms and conditions:
 - 1. The amount to be picked-up and paid on behalf of each employee shall be at the prevailing rate of the employee's gross annual compensation. The employee's

annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.

- 2. Shall be uniformly applied to all members of the bargaining unit.
- 3. The pick-up shall become effective November 1, 1987, or as soon as possible thereafter and shall apply to all compensation including supplemental earnings thereafter.
- 4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals, including unemployment and workers' compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- B. Each unit member should consider responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. The foregoing "pick-up" provisions are governed by the rules and regulations of STRS and the IRS. If they are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

<u>ARTICLE XI - EFFECTS OF AGREEMENT</u>

A. Commitment between Parties

This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.

B. Change in Personnel Policies

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

C. 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), all Civil Service Rules and Regulations, Administrative Rules of the Director of the State Personnel and all policies, rules, and Regulations of the Employer. However, should the State Employment Relations Board or 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.

2. The parties shall meet within ten (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.

D. Maintenance of Standards

- 1. All conditions of employment, including but not limited to working hours, extra compensation for duties outside regular working hours, relief periods, leaves, and general personnel practices, shall be maintained at not less than the highest minimum standards in effect at the time this Contract is signed, provided that such conditions shall be improved for the benefit of employees as required by the express provisions of this Contract. This Contract shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless otherwise expressly stated herein.
- 2. The addition of Article XI, Section D, Maintenance of Standards, is intended to maintain the general standards of employment as specifically provided in the Master Agreement. It is also intended to maintain the current general educational program of the Logan Elm School District. This in no way inhibits the Board's rights to make specific changes within the general educational program.
- E. The Association shall print this agreement with the cost paid by the Board.
- F. This contract will be in effect from July 1, 2016 through June 30, 2019.

Co-President, LECTA	President, Board of Education
Co-President, LECTA	Treasurer, Board of Education
	Superintendent
	Board Member

Mille R. F. Co-President, LECTA Co-Gresident, LECTA	President, Board of Education James a. Fausnaugh Treasurer, Board of Education
	Tu Weller Superintendent
	Board Member
;	Board Member

F. This contract will be in effect from July 1, 2016 through June 30, 2019.

APPENDIX A

LOGAN ELM LOCAL SCHOOL DISTRICT LEAVE FORM

Su	bstitute Report	
Name of Substitute	Employee #_	
Position	Dates Worked	
Total # of Days Worked	Classified Subs Only - # of Hours_	
Sub. Signature	Admin. Signature	
	Report of Absence and al, Professional, and Other Leave	
Sick Leave *Prin./Supervisor sign. *Prin./Supervisor send original to Treasurer and keep copy on file.	Personal/Professional/Other *Prin./Supervisor and Employee sign prequisition for professional leave expealong with this form. *After leave has been taken, complete substitute report and turn in receipts. Send original to Treasurer and keep or	ourchase enses and sign
Name of Employee	Employee #	
# of Days Absent	Dates of Absences	
Cause of Absence		
How many days of this absence shoul	d be charged to your:	
Sick LeavePersonal LeaveProfessional Leave	Requests must be made in advance for Personal, Professional, and Other Leave Professional Leave request forms may be obtained from your supervisor.	
Signature of Employee	Date	
Administrative Action	Superintendent	
RecommendedNot Recommended	Approved Not Approved	
Principal/Supervisor Date Revised 8/96This form may be modified by joint agreem	Superintendent nent of Administration and Association.	Date

APPENDIX B GRIEVANCE REPORT FORM

GR	RIEVANCE #:		
NA	ME OF GRIEVANT:		
BU	IILDING:	<u>Step I</u>	
Α.	Date cause of grievand	ce occurred:	
В.	Statement of grievance	e and relief sought (Attach a signed and dated	sheet)
		Signature of Grievant	Date
		Received by:	
		Signature of Immediate Supv.	Date
C.	Disposition of Immedia	ate Supervisor (Attach a signed and dated she	et)
		Signature of Immediate Supv.	Date
•••	•••••	Step II	
A.		Signature of Grievant	Date
В.	Date submitted to Supe	erintendent or Designee:	
C.	Disposition of Superinte	endent or Designee (Attach a signed and date	d sheet)
•••		Signature of Superintendent Step III	Date
A.	Date Submitted to Super	rintendent:	
	Received by:	Superintendent	
B.		Signature of Grievant	Date

APPENDIX C SUPPLEMENTAL SALARY SCHEDULE FISCAL YEAR 2016-17

		Level I	Level II	Level III	Level IV
Class	Group	0-3 Years	4-6 Years	7-10 Years	11+ Years
I	Varsity Football, Varsity Basketball, H.S. Band Director, M.S. Athletic Director	4,422	5,136	5,849	6,562
II-A	Head H.S. Cheerleader Advisor	3,888	4,601	5,314	6,027
II	Varsity Girls Track, Varsity Boys Track, Varsity Wrestling, Varsity Volleyball, Varsity Baseball, Varsity Softball,				
	Varsity Tennis, Varsity Golf, Varsity Cross Country (B&G), Ass't H.S. Cheerleader Advisor, Jr. High Cheerleader				
	Advisor, Varsity Girls Soccer, Varsity Boys Soccer	3,709	4,422	5,136	5,849
III	Ass't. H.S. Football, J.V. Basketball, Ass't. Varsity Basketball	2,318	3,031	3,744	4,457
IV	Ass't. H.S. Wrestling, J.V. Volleyball, J.V. Baseball, J.V. Softball, Freshman Basketball, Head Jr. High Football,				
	Ass't H.S. Band Director, Ass't H.S. Track, Head Jr. High Track, Ass't. Cross Country, Ass't Varsity Baseball, J.V. Soccer	2,140	2,496	2,853	3,566
V	Freshman Volleyball, Jr. High Basketball, Jr. High Track, Jr. High Wrestling, Jr. High Football, Jr. High Volleyball,				
	Yearbook Advisor, Marching Band Aux., Ass't Marching Band Aux., Jr. High Baseball, Jr. High Softball	1,961	2,318	2,674	3,388
V-B	Choir Director	1,783	1,961	1,961	2,140
VI	Jr. Class & Prom Advisor, Department Heads, Math Teacher Ldr. Elem.,				
	Technology Coordinator, Head Teachers, Tech Dept. Head, Web Page Advisor, Faculty Manager	1,248	1,426	1,426	1,783
VII	Class Play, Musical Director, Show Choir Director, In the Know Advisor, Curriculum Team	891	1,070	1,070	1,426
VIII	NHS Advisor, Concessions, Key Club Advisor, Split Class, Safety Patrol	535	535	535	606
IX	FCA Advisor, Student Council Advisor, J.H. Band, Varsity Club Advisor, Chess Club Advisor, Drama Club Advisor	446	446	446	553
X	Senior Class Advisor, Spanish Club Advisor, Math Club Advisor, Art Club Advisor				
	J.H. Majorette Advisor, Art Show, J.H. Student Council, Mock Trial,				
	6th Grade Camp, Elementary Student Council, "TEAMS", Junior Naturalists, LPDC, I.A.T. (up to 4 per building)				
	BLT (if not being paid a supplemental for Dept. Head, Curriculum Team or Math Teacher Leader)	357	357	357	535

APPENDIX C SUPPLEMENTAL SALARY SCHEDULE FISCAL YEAR 2017-18

		Level I	Level II	Level III	Level IV
Class	Group	0-3 Years	4-6 Years	7+ Years	11+ Years
I	Varsity Football, Varsity Basketball, H.S. Band Director, M.S. Athletic Director	4,520	5,251	5,982	6,713
II-A	Head H.S. Cheerleader Advisor	3,972	4,703	5,434	6,165
II-B	Varsity Girls Track, Varsity Boys Track, Varsity Wrestling, Varsity Volleyball, Varsity Baseball, Varsity Softball,				
	Varsity Tennis, Varsity Golf, Varsity Cross Country (B&G), Ass't H.S. Cheerleader Advisor, Jr. High Cheerleader				
	Advisor, Varsity Girls Soccer, Varsity Boys Soccer	3,789	4,520	5,251	5,982
III	Ass't. H.S. Football, J.V. Basketball, Ass't. Varsity Basketball,	2,376	3,107	3,838	4,569
IV	Ass't. H.S. Wrestling, J.V. Volleyball, J.V. Baseball, J.V. Softball, Freshman Basketball, Head Jr. High Football,				
	Ass't H.S. Band Director, Ass't H.S. Track, Head Jr. High Track, Ass't. Cross Country, Ass't Varsity Baseball, J.V. Soccer	2,193	2,558	2,924	3,655
V	Freshman Volleyball, Jr. High Basketball, Jr. High Track, Jr. High Wrestling, Jr. High Football, Jr. High Volleyball,				
	Yearbook Advisor, Marching Band Aux., Ass't Marching Band Aux., Jr. High Baseball, Jr. High Softball	2,010	2,376	2,741	3,472
V-B	Choir Director	1,827	2,010	2,010	2,193
VI	Jr. Class & Prom Advisor, Department Heads, Math Teacher Ldr. Elem.,				
	Technology Coordinator, Head Teachers, Tech Dept. Head, Web Page Advisor, Faculty Manager	1,279	1,462	1,462	1,827
VII	Class Play, Musical Director, Show Choir Director, In the Know Advisor, Curriculum Team	914	1,096	1,096	1,462
VIII	NHS Advisor, Concessions, Key Club Advisor, Split Class, Safety Patrol	548	548	548	621
IX	FCA Advisor, Student Council Advisor, J.H. Band, Varsity Club Advisor, Chess Club Advisor, Drama Club Advisor	457	457	457	567
X	Senior Class Advisor, Spanish Club Advisor, Math Club Advisor, Art Club Advisor				
	J.H. Majorette Advisor, Art Show, J.H. Student Council, Mock Trial,				
	6th Grade Camp, Elementary Student Council, "TEAMS", Junior Naturalists, LPDC, I.A.T. (up to 4 per building)				
	BLT (if not being paid a supplemental for Dept Head, Curriculum Team or Math Teacher Leader)	365	365	365	548

APPENDIX C SUPPLEMENTAL SALARY SCHEDULE FISCAL YEAR 2018-19

		Level I	Level II		Level IV
Class	Group	0-3 Years	4-6 Years	7-10 Years	11+ Years
I	Varsity Football, Varsity Basketball, H.S. Band Director, M.S. Athletic Director	4,601	5,347	6,092	6,838
II-A	Head H.S. Cheerleader Advisor	4,042	4,787	5,533	6,279
II-B	Varsity Girls Track, Varsity Boys Track, Varsity Wrestling, Varsity Volleyball, Varsity Baseball, Varsity Softball,				
	Varsity Tennis, Varsity Golf, Varsity Cross Country (B&G), Ass't H.S. Cheerleader Advisor, Jr. High Cheerleader				
	Advisor, Varsity Girls Soccer, Varsity Boys Soccer	3,855	4,601	5,347	6,092
III	Ass't. H.S. Football, J.V. Basketball, Ass't. Varsity Basketball	2,423	3,169	3,914	4,660
IV	Ass't. H.S. Wrestling, J.V. Volleyball, J.V. Baseball, J.V. Softball, Freshman Basketball, Head Jr. High Football,				
	Ass't H.S. Band Director, Ass't H.S. Track, Head Jr. High Track, Ass't. Cross Country, Ass't Varsity Baseball, J.V. Soccer	2,237	2,610	2,982	3,728
V	Freshman Volleyball, Jr. High Basketball, Jr. High Track, Jr. High Wrestling, Jr. High Football, Jr. High Volleyball,				
	Yearbook Advisor, Marching Band Aux., Ass't Marching Band Aux., Jr. High Baseball, Jr. High Softball	2,050	2,423	2,796	3,542
V-B	Choir Director	1,864	2,050	2,050	2,237
VI	Jr. Class & Prom Advisor, Department Heads, Math Teacher Ldr. Elem.,				
	Technology Coordinator, Head Teachers, Tech Dept. Head, Web Page Advisor, Faculty Manager	1,305	1,491	1,491	1,864
VII	Class Play, Musical Director, Show Choir Director, In the Know Advisor, Curriculum Team	932	1,118	1,118	1,491
VIII	NHS Advisor, Concessions, Key Club Advisor, Split Class, Safety Patrol	559	559	559	634
IX	FCA Advisor, Student Council Advisor, J.H. Band, Varsity Club Advisor, Chess Club Advisor, Drama Club Advisor	466	466	466	578
X	Senior Class Advisor, Spanish Club Advisor, Math Club Advisor, Art Club Advisor				
	J.H. Majorette Advisor, Art Show, J.H. Student Council, Mock Trial,				
	6th Grade Camp, Elementary Student Council, "TEAMS", Junior Naturalists, LPDC, I.A.T. (up to 4 per building)				
	BLT (if not being paid a supplemental for Dept Head, Curriculum Team or Math Teacher Leader)	373	373	373	559

APPENDIX C

SUPPLEMENTAL POSITIONS

GROUP I

Varsity Football Varsity Basketball H.S. Band Director M.S. Athletic Director

GROUP II-A

Head H.S. Cheerleader Advisor

GROUP II-B

Varsity Girls Track Varsity Boys Track Varsity Wrestling Varsity Volleyball Varsity Baseball Varsity Softball Varsity Tennis Varsity Golf Varsity Cross Country (B&G) Ass't, H.S. Cheerleader

Advisor

M.S. Cheerleader Advisor Varsity Girls Soccer Varsity Boys Soccer

GROUP III

Ass't, H.S. Football J.V. Basketball Ass't. Varsity Basketball

GROUP IV

J.V. Soccer

Ass't. H.S. Wrestling J.V. Wrestling J.V. Volleyball J.V. Baseball J.V. Softball Freshman Basketball Head M.S. Football Ass't, H.S. Band Director Ass't. H.S. Track Head M.S. Track Ass't. Cross Country Ass't Varsity Baseball

GROUP V

Freshman Volleyball M.S. Basketball M.S. Track M.S. Wrestling M.S. Football M.S. Volleyball Emergency Medical Coord. Yearbook Advisor Marching Band Aux.

Ass't. Marching Band Aux.

M.S. Baseball M.S. Softball

GROUP V-B

Choir Director

GROUP VI

Math

Jr. Class & Prom Advisor Department Heads: English

Science Social Studies Art Music Special Ed. **Industrial Arts** Health/Physical Ed. Foreign Language Department Chair Math Teacher Ldr. Elem. Technology Coordinator **Head Teachers** Technology Dept. Head Web Page Advisor

GROUP VII

Faculty Manager

Class Play **Musical Director Show Choir Director** In the Know Advisor District Curriculum Team: Vocational Ed. – H.S. McDowell Rep.

Laurelville Salt Creek Washington Pickaway

GROUP VIII

NHS Advisor Concessions **Key Club Advisor** Split Class/Multi-Age Safety Patrol

GROUP IX

FCA Advisor Student Council Advisor M.S. Band Varsity Club Advisor Chess Club Advisor Drama Club Advisor

GROUP X

Sr. Class Advisor Spanish Club Advisor Math Club Advisor Art Club Advisor **Newspaper Leaders** M.S. Majorette Advisor Art Show M.S. Student Council P.O.P. Advisor Mock Trial Sixth Grade Camp **Elementary Student Council** "TEAMS" **Junior Naturalists** High School Renaissance Intramural Basketball League **LPDC** IAT (Up to 4 per building) BLT (If not being paid a supplemental for Dept. Head, Curriculum Team or Math Teacher Leader)

APPENDIX D

Logan Elm Local Schools Certified Salary Schedule 2016-2017 School Year

		Bachelors Plus		Masters Plus	
Step	Bachelors	150 Hours	Masters	30 Hours	PH. D.
0	34,123	35,829	37,535	39,241	41,289
1	35,658	37,467	39,412	41,289	43,336
2	37,194	39,105	41,289	43,336	45,383
3	38,729	40,743	43,165	45,383	47,431
4	40,265	42,381	45,042	47,431	49,478
5	41,801	44,019	46,919	49,478	51,526
6	43,336	45,656	48,796	51,526	53,573
7	44,872	47,294	50,672	53,573	55,620
8	46,407	48,932	52,549	55,620	57,668
9	47,943	50,570	54,426	57,668	59,715
10	49,478	52,208	56,303	59,715	61,762
11	51,014	53,846	58,179	61,762	63,810
12	52,549	55,484	60,056	63,810	65,857
13	52,549	55,484	61,933	65,857	68,587
15	54,255	57,190	63,639	67,563	70,293
20	54,938	57,872	64,322	68,246	70,976
25	55,620	58,555	65,004	68,928	71,658
30	56,303	59,237	65,687	69,611	72,340

Longevity at L	ogan Elm Schools	Tutor Rate	\$25.75
5-9 Years	\$400		
10-14 Years	\$600		
15-19 Years	\$1,000		
20 & Over	\$2,400		

Logan Elm Local Schools Certified Salary Schedule 2017-2018 School Year

		Bachelors Plus		Masters Plus	
Step	Bachelors	150 Hours	Masters	30 Hours	PH. D.
0	34,976	36,725	38,474	40,222	42,321
1	36,550	38,404	40,397	42,321	44,419
2	38,124	40,082	42,321	44,419	46,518
3	39,698	41,761	44,245	46,518	48,617
4	41,272	43,440	46,168	48,617	50,715
5	42,846	45,119	48,092	50,715	52,814
6	44,419	46,798	50,016	52,814	54,912
7	45,993	48,477	51,939	54,912	57,011
8	47,567	50,155	53,863	57,011	59,109
9	49,141	51,834	55,787	59,109	61,208
10	50,715	53,513	57,710	61,208	63,306
11	52,289	55,192	59,634	63,306	65,405
12	53,863	56,871	61,558	65,405	67,504
13	53,863	56,871	63,481	67,504	70,302
15	55,612	58,620	65,230	69,252	72,050
20	56,311	59,319	65,930	69,952	72,750
25	57,011	60,019	66,629	70,651	73,449
30	57,710	60,718	67,329	71,351	74,149

Longevity at Lo	gan Elm Schools	Tutor Rate \$	25.75
5-9 Years	\$400		
10-14 Years	\$600		
15-19 Years	\$1,000		
20 & Over	\$2,400		

Logan Elm Local Schools Certified Salary Schedule 2018-2019 School Year

		Bachelors Plus		Masters Plus	
Step	Bachelors	150 Hours	Masters	30 Hours	PH. D.
0	35,675	37,459	39,243	41,027	43,167
1	37,281	39,172	41,205	43,167	45,308
2	38,886	40,884	43,167	45,308	47,448
3	40,492	42,596	45,129	47,448	49,589
4	42,097	44,309	47,092	49,589	51,729
5	43,702	46,021	49,054	51,729	53,870
6	45,308	47,734	51,016	53,870	56,010
7	46,913	49,446	52,978	56,010	58,151
8	48,519	51,159	54,940	58,151	60,292
9	50,124	52,871	56,902	60,292	62,432
10	51,729	54,583	58,865	62,432	64,573
11	53,335	56,296	60,827	64,573	66,713
12	54,940	58,008	62,789	66,713	68,854
13	54,940	58,008	64,751	68,854	71,708
15	56,724	59,792	66,535	70,637	73,491
20	57,437	60,506	67,248	71,351	74,205
25	58,151	61,219	67,962	72,064	74,918
30	58,865	61,933	68,675	72,778	75,632

Longevity at Logan Elm Schools	Tutor Rate	\$25.75

5-9 Years \$400 10-14 Years \$600 15-19 Years \$1,000 20 & Over \$2,400

APPENDIX G

Appendix G

Logan Elm Local Schools Certified Salary Schedule Grid

		Bachelors		Masters	
		Plus		Plus	
Step	Bachelors	150 Hours	Masters	30 Hours	PH. D.
0	1.0000	1.0500	1.1000	1.1500	1.2100
1	1.0450	1.0980	1.1550	1.2100	1.2700
2	1.0900	1.1460	1.2100	1.2700	1.3300
3	1.1350	1.1940	1.2650	1.3300	1.3900
4	1.1800	1.2420	1.3200	1.3900	1.4500
5	1.2250	1.2900	1.3750	1.4500	1.5100
6	1.2700	1.3380	1.4300	1.5100	1.5700
7	1.3150	1.3860	1.4850	1.5700	1.6300
8	1.3600	1.4340	1.5400	1.6300	1.6900
9	1.4050	1.4820	1.5950	1.6900	1.7500
10	1.4500	1.5300	1.6500	1.7500	1.8100
11	1.4950	1.5780	1.7050	1.8100	1.8700
12	1.5400	1.6260	1.7600	1.8700	1.9300
13	1.5400	1.6260	1.8150	1.9300	2.0100
15	1.5900	1.6760	1.8650	1.9800	2.0600
20	1.6100	1.6960	1.8850	2.0000	2.0800
25	1.6300	1.7160	1.9050	2.0200	2.1000
30	1.6500	1.7360	1.9250	2.0400	2.1200

APPENDIX H EVALUATION OF TEACHING PERSONNEL

STANDARDS-BASED TEACHER EVALUATION FOR INSTRUCTIONAL STAFF

The 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 evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District.

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:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers, adult education instructors, 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 identified below.

- "Credentialed Evaluator" For purposes of this policy, each teacher subject to evaluation will be evaluated by one person who:
 - a. Meets eligibility requirements under ORC Section 3319.111(D); and
 - b. Holds a credential established by the Ohio Department of Education for teacher evaluation;
 - c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
 - d. Is a full-time employee of the district.

The Board 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" ("SLOs") 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.
- "Value-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.

Committee Composition

- a. The committee shall be comprised of 5 Association members appointed by the Association president and up to 5 members appointed by the Board or its designee.
- b. Committee members shall be representative of elementary, middle and secondary schools within the District.

Compensation

Any committee work performed outside of the contractual work day will be paid \$25.75 per hour.

Orientation

Prior to September 15, principals shall discuss the Evaluation process with their teachers and clearly discuss the expectations for each criterion.

Within 30 days of the first day worked, each teacher shall be notified, in writing, of the name and position of his or her evaluator.

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:

a. Accomplished;

- b. Skilled;
- c. Developing; or
- d. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs," and through the supervisor's day-to-day informal observation of the teacher's performance. Such performance, which will comprise fifty percent (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:*

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.
- Each teacher assigned an evaluation rating of "Accomplished" on the teacher's most recent evaluation will be evaluated once every three years, and each teacher assigned an evaluation rating of "Skilled" on the teacher's student academic growth measure for the most recent school year for which data is available, is average of higher, as determined by the Ohio Department of Education. In any year the teacher is not formally evaluated, at least one observation will be conducted and at least one conference will be held. Student academic

- growth data will be reported for each teacher by May $10^{\rm th}$ of each year. Should a teacher's academic growth data be below average in any year an evaluation is not completed, the teacher will be evaluated the next school year.
- The Board may elect not to conduct an evaluation of a teacher who is on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board, or who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

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 June 1st.

In evaluating teacher performance in these areas, the Board 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 as they may be modified from time to time.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool.

Formal Observation Procedure

- A. The first formal observation shall be preceded two (2) working days in advance 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. The second observation and the third formal observation (if conducted) must be preceded by not less than two (2) days advance notice.
- B. A post-observation conference shall be held after each formal observation within three (3) working days.
- C. The first formal observation will take place after September 15th. There shall be at least three (3) weeks between formal observations.

Periodic Classroom Walkthroughs

- A. Walkthroughs will be documented on an informal observation form.
- B. The complete form will be shared with the employee within two working days.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculated student growth by assessing achievement for an individual student occurring between two points in time. A student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A. Teachers instructing in value-added subjects;
- B. Teacher instructing in areas with Ohio Department of Education approved vendor assessment with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available.

Where value-added methodologies exist for A teachers, the Board will utilize them in the evaluation process, to the extent set forth in the "District Student Growth Measurement Index."

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 "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 "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and-or non-Value-Added 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 SLOs are developed or revised, the process will include consultation with teacher employed by the Board.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

Final Evaluation Procedures

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

Teacher Performance

		4	3	2	1
easures	Above	Accomplished	Accomplished	Skilled	Developing
Growth Measures	Expected	Skilled	Skilled	Developing	Developing
Student	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation, the final summative rating form, is submitted to the teacher for his/her signature. Once signed by the teacher, the form is to be sent to the Superintendent as soon as received.

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:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the next evaluation cycle from the list of credentialed evaluators.
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her evaluator and will have input on his/her evaluator for the next evaluation cycle from the list of credentialed evaluators.
- c. Teachers whose performance rating indicates below expected levels of student growth and/or receives an overall Ineffective rating or an Ineffective rating on any of the components of the OTES system will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the next evaluation cycle and approve the professional improvement plan.

Professional growth and improvement plans for a school year shall be developed not later than the last day of school for the prior school year.

If the teacher improvement plan indicates a mentor teacher is required, a mentor teacher will be assigned. The mentor teacher will be paid at the tutor rate. A mentor teacher should have at least 7 years of experience.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-16 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 (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, 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 evaluation conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- Failing to complete all required written examinations under this section;
- A failing score on a written examination(s) taken pursuant to this section;
- 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
- 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 teachers.

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

Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board will adopt a 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 Board 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 questions 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, preference will be given to continuing contract teachers and 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 nonrenew 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, selection to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluation(s).
- **"Poorly Performing Teachers"** refer 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.
- "Comparable Evaluations" Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination, when the following has been demonstrated:

- a. Failure of a core subject-area teacher required to take a written examination to pass such examination;
- b. Failure of a core subject area teacher required to take a written examination to complete required professional development;
- c. Failure of a core subject area teacher to complete all required written examinations;

- d. Receipt of an "Ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;
- e. Receipt by any teacher of two (2) consecutive evaluations with an "Ineffective" rating;
- f. Misconduct constituting good and just cause.

Nothing in this policy will be deemed to prevent the Board 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 in effect between it and the Logan Elm Classroom Teachers 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 Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3310.11 notwithstanding the teacher's summative rating and/or to take action to terminate a teacher's employment per R.C. 3319.16.

STANDARDS-BASED TEACHER EVALUATION FOR NON-INSTRUCTIONAL STAFF

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:

- e. Accomplished;
- f. Skilled;
- g. Developing; or
- h. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be as identified in the Non-Instructional Staff Performance Evaluation Rubric, identified in the Forms below.

One hundred percent (100%) of each evaluation will be based upon teacher performance.

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 one hundred percent (100%) of a teacher's effectiveness rating.

Formal Observation and Classroom Walkthrough Sequence

- Teachers shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

• The Board may elect not to conduct an evaluation of a teacher who is on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board, or who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

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 June 1st.

Formal Observation Procedure

- A. The first formal observation shall be preceded two (2) days in advance 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. The second observation and the third formal observation (if conducted) must be preceded by not less than two (2) days advance notice.
- B. A post-observation conference shall be held after each formal observation within three (3) days.

Periodic Classroom Walkthroughs

- A. Walkthroughs will be documented on an informal observation form.
- B. The completed form will be shared with the employee within a reasonable period of time.

Final Evaluation Procedures

Each teacher's performance rating will be documented on the final summative evaluation rating (the "evaluation").

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.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers who have a performance rating of skilled or accomplished will develop a professional growth plan.
- b. Teacher who have a performance rating of ineffective or developing will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the next evaluation cycle and approve the professional improvement plan.

Nothing in this procedure will be deemed to prevent the Board 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 in effect between it and the Logan Elm Classroom Teacher Association. The evaluation system and procedures set forth in this procedure shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to

nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating and/or to take action to terminate a teacher's employment per R.C. 3319.16.

LOGAN ELM LOCAL - TEACHER PROFESSIONAL GROWTH PLAN

As a result of the evaluation process, teacher and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities and support the teacher by providing resources (e.g., time, financial).

Teacher

Evaluator

Self-Directed

Collaborative

		
Annual Focus	<u>Date</u>	Areas for Professional Growth
		Supports needed, resources,
These are addressed by the evaluator as appropriate for this teacher	Record dates	professional development
	when discussed	
		Comments during conference with
		teacher and evaluator are made
		appropriate to the needs of the
		teacher.
Goal 1: Student Achievement/Outcomes for Students		
Goal Statement:		
Evidence Indicators:		

Goal 2: Teacher Performance on the C	hio Standards for the	e Teaching Professional		
Goal Statement:				
Evidence Indicators:				
Evaluator Signature	Date	Teacher Signature	 Date	

LOGAN ELM LOCAL – TEACHER IMPROVEMENT PLAN

School Year: Building: Date of Improvement Plan Conference: Written improvement plans are to be developed in the circumstances when an educator makes below expected levels of student growth wi	th
Written improvement plans are to be developed in the circumstances when an educator makes below expected levels of student growth wi	th
his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components of the OTES system. The purpose of the Improvement plan is to identify specific deficiencies in performance and foster growth through professional development at targeted support. If corrective actions are not made within the times as specified in the improvement plan, a recommendation may be made nonrenewal or termination or to continue on the plan.	e nd
Section 1: Improvement Statement	
List specific areas for improvement as related to the <i>Ohio Standards for the Teaching Profession</i> . Attach documentation.	
Performance Standard(s) Addressed in this Plan Date(s) Improvement Area or Statement of the Concern:	
Concern Observed Areas of Improvement	

Section 2: Desired Level of Performance

List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance
		Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action

Describe plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the Improvement plan.

Actions to be taken	Sources of Evidence that will be examined				

Section 4: Assistance and Professional Development Describe supports that will be provided as well as opportunities for professi	onal development.
	•
Date for this Improvement Plan to be Evaluated:	<u> </u>
Teacher's Signature:	_ Date:
Evaluator's Signature:	Date:

LOGAN ELM LOCAL – TEACHER IMPROVEMENT PLAN EVALUATION

Teacher Name:	Grade Level/Subject:		
School Year:Bu	ilding:	_ Date of Evaluation:	
The improvement plan will be evaluated at the end of following action to be taken:	f the time specified in the plan. Ou	itcomes from the improvement plan demonstrate the	
Improvement is demonstrated and performance in the Improvement Plan should continue for the Improvement is recommended. Nonrenewal is recommended. Termination is recommended.		*	
Comments: Provide justification for recommendation	on indicated above and attach evidence	ence to support recommended course of action.	
I have reviewed this evaluation and discussed it with it does not necessarily imply that I agree with this evaluation.		ates that I have been advised of my performance status;	
Teacher's Signature:		Date:	
Evaluator's Signature:		Date:	

LOGAN ELM LOCAL - FINAL SUMMATIVE RATING OF TEACHER EFFECTIVENESS

Proficiency on Standards 50%	Ineffective	Devel	oping	Skilled		Accomplished		
Cumulative Performance Rating (Holistic Rating using Performance Rubric)								
Areas of reinforcement/refinement:								
Student Growth Data 50%	Below Expected	l Growth	Expe	cted Growth	A	bove Expected Growth		
Student Growth Measure of Effectiveness								
Areas of reinforcement/refinement:								
	Ineffective	Devel	oping	Skilled		Accomplished		
Final Summative (Overall) Rating	merceuve	Bever	oping	SMILEU		necompnished		
Check here if Improvement P	lan has been recomm	nended.						
Teacher Signature Date	Evaluator	Signature	Date	_				
The signatures above indicate that the	ne teacher and evalua	tor have discus	sed the Summa	ative Rating.				

APPENDIX i

DESCRIPTION OF DENTAL BENEFITS

CLASS I

100% - PREVENTIVE & DIAGNOSTIC

Routine Oral Exams -Twice in any consecutive 12 month period Teeth Cleaning - Twice in any consecutive 12 month period Fluoride Treatments - Once every 12 months Emergency Pain Treatments Space Maintainers Diagnostic X-Rays Tests & Lab Exams

CLASS II

80% - BASIC RESTORATIVE

Fillings - Amalgam, Silicate
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridge Work or Dentures
Extractions and Oral Surgery
General Anesthesia only if medically necessary

CLASS III

70% - MAJOR RESTORATIVE

Inlays, Onlays, Gold fillings, Crown restorations
Initial Installation of Fixed Bridgework
Installation of Partial or Full removable dentures
Replacement of Existing Dentures or Bridgework *see schedule for limitations

CLASS IV

50% - ORTHODONTIA

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliance to control harmful habits
Retention appliances not in connection with full banded treatment.

APPENDIX J THE CONDITIONS OF REIMBURSEMENT OF COLLEGE CREDIT

The following steps serve as a checklist for you in order to receive appropriate remuneration. Keep this checklist and copies of documents sent to the district office in your records until remuneration is made the first payroll in October.

1.	Submit to the Superintendent's office proof of payment for the course when you register i.e. canceled check, credit card receipt, or university receipt				
2.	Submit to the Superintende one of the following academ Grade report (report Transcript Letter from the Profe	nic documents: card)	TO SEPTEMBER	15 a certified copy of	
3.	the next training level on t	<u>omplete transcripts</u> must be in the Superintendent's office to support movement to e next training level on the salary schedule. (Article VIII C Educational Training & sperience - Negotiated Agreement)			
4.	You must return to Logan Elm and complete the succeeding year.				
In order for course work to be approved as per Board of Education Policy, each teacher desiring to enter into a supplemental contract for subsequent remuneration <u>must</u> complete the following <u>in advance</u> and submit appropriate documents upon conclusion of the course. Logan Elm Teacher's Name:					
University/College where course work will be Number of Hours to be completed: Semester Quarter C.E.U Course is Pass/Fail			Purpose or intent: 150 hours Masters Masters +30 Ph.D.		
Cour	se Title	Course Number		ensure requirement Number of Hours	
	sive Dates of the course work how this additional work is g		as a teacher:		
Teacher's Signature		_	Superintendent's Signature Date		
Date		Di	มเ เ		

Revised July 1, 1999 - This form may be modified by joint agreement of administration and association.