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NEGOTIATED AGREEMENT BETWEEN

THE BENJAMIN LOGAN EDUCATION ASSOCIATION

AND

THE BENJAMIN LOGAN LOCAL BOARD OF EDUCATION

JULY 1, 2024

THROUGH

JUNE 30, 2027

Every Student.



Every Day.

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ARTICLE 1 - PROFESSIONAL NEGOTIATION PROCEDURE

SECTION 1 - PURPOSE

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

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

SECTION 2 - RECOGNITION

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

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

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

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

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

SECTION 3 - ASSOCIATION RIGHTS

Communications between BLEA members and Board members is encouraged, as the Board feels all staff members have a voice and should be heard. Everyone's viewpoints should be respected and heard. The Association shall be granted the following organizational rights as the negotiating agent of the instructional staff provided, however, such uses do not interfere with the primary or other proper use of said facilities.

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

SECTION 4 - NEGOTIATING PROCEDURE

- A. **Negotiating Teams**—The negotiation procedure shall be conducted between representatives of the Board and/or administration, and Association. These representatives shall be known as the Negotiating Teams. Each team may consist of no more than four (4) members, plus a consultant. Each party represented in the negotiating procedure shall determine who will be its negotiating team representatives, but shall not select members of the other party involved in negotiating procedure. Negotiating team members shall be authorized to negotiate in good faith.
- B. **"Good Faith" Negotiations**—All negotiating shall be in good faith, meaning: Both parties pledge that they shall consider all issues submitted to the negotiation procedure with an intent to reach agreement.

- C. **Negotiating in Executive Session**—All negotiating sessions shall be in executive session, meaning:
 - Only members of the negotiating team, consultants, as provided for in this procedure, and others as mutually agreed to by the negotiating teams shall be in the room in which negotiating session is being held.
- D. **Length of the Negotiating Period**—The negotiating period shall be thirty (30) to sixty (60) calendar days from the first negotiating session. The length beyond the thirty (30) calendar day period shall be mutually agreed upon by both organizations.
- E. **Consultants**—Either negotiating team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants. No consultant to be involved in discussions between teams unless approved by both parties.

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

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

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

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

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

- 1. Date of writing.
- 2. Acknowledgement of receipt of letter to initiate the Negotiating Procedure.
- 3. The name of the representative of the receiving party to contact concerning arrangements for establishing the initial negotiating session.
- 4. Signature and position of the sender of the letter.

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

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

H. General Provisions

1. **Caucus**—Either negotiating team may call for a caucus during a negotiating session. A caucus shall be for a period of twenty (20) minutes, unless otherwise mutually agreed to. If a caucus last longer than twenty (20) minutes, a representative of the caucusing team will return to inform the other team of the approximate time needed.
2. **Recess**—A recess in the negotiating session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session, which shall not be longer than five (5) calendar days from the present session, unless mutually agreed upon by both parties.
3. **Ad Hoc Committee**—Ad Hoc Committees may be created by the negotiating teams to study a given area and make a report at specified times as directed by the teams.
4. **Exchange of Information**—The Board and Association agrees to provide the other, upon request, pertinent information to areas that may be discussed during the negotiation period.
5. **Progress Reports**—Each negotiating team shall be responsible to make periodic progress reports to the respective party they represent during the negotiating period or the public when warranted.
6. **Tentative Agreement**—As items are discussed and agreement reached, said items shall be reduced to writing and initialed by a representative of each team. This shall denote a tentative agreement. Tentative agreements shall remain part of the proposed negotiated contract, even if either party declares impasse.
7. **Members of the Association Bargaining Team** shall be released on professional leave without loss of pay to conduct negotiations if mutually agreed upon by both parties.
8. **No action to coerce, censor, or penalize any negotiating participant** shall be made or implied by any other participant.

SECTION 5 - AGREEMENT

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

Once the issues have been approved by the Association, they shall be submitted to the Board for approval at its next regular or special Board meeting. When approved by both parties, the items

shall be signed by the president of the Association and the Board and entered into the official minutes of the Board.

SECTION 6 - RESPONSIBILITY OF THE NEGOTIATING TEAMS

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

ARTICLE 2 - SUBSTITUTE TEACHERS

- A. Every reasonable effort shall be made to obtain substitute teachers during the absence of teachers.
- B. Every reasonable effort shall be made by the administration to avoid internal substitution. The Board and administration recognize the importance of preparation time, etc., and will not ask a teacher to give up a period unless it is necessary.
- C. Teachers shall be responsible for having lesson plans and materials available for use by substitute teachers.

ARTICLE 3 - INSURANCE

- A. The Board will maintain group health, vision and dental insurance plans for its full-time employees, equal to or greater than the level of benefits offered by the Logan County Schools Employee Consortium. Such coverage is outlined in the Benefit Plan available to each employee.
- B. The Board reserves the right to select and/or change carriers or third-party administrators.
- C. The Board will pay 82% toward vision and dental coverage monthly premiums.
- D. The District shall offer one (1) medical plan for all employees. This plan shall be a High Deductible Health Plan with a corresponding Health Savings Account. The Board will pay 75% toward the monthly premium for single and family coverage. On or before January 10th, the Board will deposit either \$1,600 (single) or \$3,200 (family) into the employee's HSA account the amount earned by the employee in the previous school year, based criteria below:

1. The HSA deduction will occur every pay period (24), with the exception of the last pay in January.
2. Employees have the option of designating the monthly amount to be deducted, which can be changed throughout the year with notification to the Treasurer's Office.

When an employee joins coverage, the amount placed in the employees account is prorated on the Treasurer's calculations, based on a yearly amount of \$1,600 for single coverage and \$3,200 for family coverage. In the event an employee drops coverage, he or she may be liable for the difference of the prorated amount and shall re-pay the district based on the Treasurer's calculations.

- E. All eligible employees shall have the option to participate in a board-approved IRS 125- Part A (Payroll Reallocation) Program, whereby employee contributions to the cost of insurance adjusts the employee's gross income downward, resulting in potential tax savings to the employee. Choice of which company will administer the program rests solely with the Board. If the foregoing Payroll Reallocation Program is nullified by subsequent governmental action, the Board will be held harmless and provision E of Article III of the Agreement will be null and void.
- F. An employee who has a spouse who is eligible for healthcare benefits through another entity may not have healthcare benefits coverage extended to the employee's spouse through the healthcare benefits offered by the Board. Additionally, if the Board employs both spouses on a full-time basis and the couple does not have dependent children, both husband and wife must enroll in the single healthcare plan offered by the Board.
- G. A retiree teacher who is rehired after April 1, 2020, will be eligible to participate in insurance fringe benefits under Article 3 of the Collective Bargaining Agreement.
- H. Employees collecting retirement benefits from State Teachers Retirement or School Employees Retirement shall not be eligible for employer sponsored life insurance.
- I. Any spouse that is eligible for Medicare is not eligible to be on the District's Insurance Plan. If a spouse is on the plan and becomes eligible for Medicare, the spouse is no longer eligible for the district's plan the first day of the month in which the spouse becomes eligible for Medicare.

ARTICLE 4 - ASSAULT LEAVE

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

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

1. The incident, resulting in the absence due to the physical disability of the employee to perform the duties for which he/she has been employed, must have arisen out of a situation determined to have been within the scope of the employment with the Board.

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

ARTICLE 5 - CONTRACT TYPES

- A. Each teacher who has completed training which would qualify him/her for a higher salary bracket shall file by the fifteenth day of September or the fifteenth day of January with the Treasurer of the Board of Education, satisfactory evidence of the completion of such additional training. The Treasurer shall then immediately place the teacher in the proper salary bracket. (If submitted by the fifteenth day of September teacher will be paid on higher bracket for the entire contract year. If submitted by the fifteenth day of January teacher will be paid on higher bracket for second half of the contract year.) All credits earned must be from fully accredited colleges and universities. Course work that is to be used for salary considerations on the agreed schedule shall have been approved by the Superintendent. Official transcripts shall be provided to the treasurer within one month of their availability but, in no case, later than June 30th of the school year within which the teacher's salary was adjusted pursuant to this section.

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

1. All teachers new to the district shall be granted a one (1) year limited contract.
2. All teachers who have successfully completed two (2) one-year limited contracts of teaching in the district, and who have been recommended by the Superintendent, shall be granted a two (2) year limited contract.
3. All teachers who have successfully completed a two (2) year limited contract and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.
4. All teachers who have successfully completed a three (3) year limited contract, and who have been recommended by the Superintendent, shall be granted a three (3) year limited contract.
5. When a teacher has met or anticipates meeting the criteria for a continuing contract, said teacher must notify the Superintendent and building principal by October 1 of the teacher's final year of his/her limited contract in order to be considered for a continuing contract for the following year. Appropriate notification shall be accomplished by timely submission of an Application for Continuing Contract Form. A teacher's eligibility for a continuing contract shall be determined pursuant to Ohio Revised Code Sections 3309.08 and 3309.11. An up-to-date explanation of this statute's requirements shall be maintained on the district's website.
6. The Board, at its option, may interrupt the sequence set forth above at any time and issue a one-year limited probationary contract. This interruption is limited to the extent that the one-year probationary contract must be issued with a plan for improvement. Upon successful completion of this one-year probationary contract, the teacher shall receive the next multi-year contract listed in the above sequence.

C. **Certification/Licensure Documents**—The Board and its administrators shall act with reasonable promptness in processing documents required by the Ohio Department of Education in the ordinary course of teacher certification/licensure. It is the responsibility of each teacher to have on file in the office of the Superintendent a copy of his/her current certification/licensure papers and official transcripts of all college credits. These documents must be on hand by September 15th of each school year whether or not they affect the teacher's pay status. Failure to have such documents on hand will cause the Board to hold all paychecks until such time as proper credentials are received.

D. Additionally, teachers must provide appropriate written documentation of military service or teaching service by September 15 in order to receive credit for that school year.

E. **Local Professional Development Committee**

1. The Local Professional Development Committee is established for the purpose of determining whether coursework taken by a teacher meets the requirements of the State Board of Education standards for a license renewal. The LPDC will oversee and review

Professional Development Plans for coursework, continuing education, and/or other equivalent activities.

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

- a) An Individual Professional Development Plan (IPDP) is based on the needs of the educator, the students, the school, and the school district and must be submitted for approval to the LPDC for conversion to a license.
2. There shall be at least five (5) total members on the committee: at least three (3) teacher members selected by the Association members of their building and two administrators appointed by the Superintendent. There shall be a majority of teacher members on the LPDC. The length of terms for committee members shall be determined by the LPDC and listed in its By-Laws for Operation.
 - a) The Association shall select all teacher members to the LPDC and any alternates (non-voting) or any replacements to the committee, if vacancies occur. The Association shall also determine the length of the service of those representatives, the provisions for which shall appear in its By-Laws for Operation.
 - b) Administrative members of the LPDC shall be a building principal, alternate (non-voting), and one other person designated by the Superintendent.
 3. Compensation: LPDC members will be compensated for their work on the committee in the form of a stipend for any committee activity beyond the regular workday or school year. Committee members shall be approved and reimbursed at the current IRS rate per mile for all expenses incurred in pursuit of their LPDC duties outside the school district.
 - a) Service on an LPDC may be approved as one of the equivalent activities for license renewal.
 4. All procedures that enable the LPDC to execute its work shall appear in its governing document entitled: By-Laws for Operation. Any matters not appearing in the above-titled document shall be governed by applicable statute(s).
- F. The following provisions shall be applicable to Benjamin Logan teachers who provide notice to the Board prior to April 1st of the year of his/her retirement under STRS and the Board determines to rehire the teacher after his/her STRS retirement.
1. The retiree shall be placed on the teachers' salary schedule at Step 0 of the appropriate column, regardless of years of service, and shall not advance on the salary schedule based on additional years of service.
 2. A retiree shall receive a one-year limited teaching contract which shall expire automatically

at the end of the stated term. No Board action or notice of contract nonrenewal is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A retiree is not eligible for a continuing teaching contract. This Section supersedes R.C. Sections 3319.08 and 3319.11.

3. A retiree will accumulate and may use sick leave in accordance with Article 11 of this Agreement but will not be entitled to severance pay or tuition reimbursement under Article 27 or 34 of this Agreement.
4. A retiree teacher who is rehired will be eligible to participate in insurance fringe benefits under Article 3 of the Agreement.
5. A retiree shall not accumulate seniority and has no right of recall in the event of a reduction in force.
6. This Article supersedes any differing or inconsistent terms of this Agreement or provisions of Ohio law.

* Spencer Reames is grandfathered into his current terms and conditions of employment and is exempt from any conflicting provisions of the retire/rehire provisions of this CBA, and has had a continuing contract since July 1, 2013.

Continuing contract eligibility under R.C. 3319.08 and 3319.11 February 2017

Category	Licensure requirement	Teaching requirement	Education requirement
A	Professional, permanent or life certificate.	Taught for at least three of the last five years in the district.*	No additional education required.
B	Teacher's certificate or educator license issued prior to January 1, 2011; AND Teacher holds a professional educator license, senior professional educator license, or lead professional educator license.	Taught for at least three of the last five years in the district.*	If no master's degree was held at the time of initial receipt of the certificate or license, 30 semester hours of coursework** since the initial issuance of the certificate or license.
			If a master's degree was held at the time of initial receipt of the certificate or license, 6 semester hours of graduate coursework** since the initial issuance of the certificate or license.
C	Teacher never held a teacher's certificate; AND Initial educator license was issued on or after January 1, 2011; AND Teacher holds a professional educator license, senior professional educator license, or lead professional educator license; AND Teacher has held an educator license (other than a substitute teaching license) for at least seven years.	Taught for at least three of the last five years in the district.*	If no master's degree was held at the time of initial receipt of license, 30 semester hours of coursework** since the initial issuance of the license.
			If a master's degree was held at the time of initial receipt of license, 6 semester hours of graduate coursework** since the initial issuance of the license.

* For teachers who have previously attained continuing contract status in another Ohio school district, two years in the district.

** Coursework must be in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

APPLICATION FOR CONTINUING CONTRACT (TENURE)

Name: _____ Position: _____

I will have completed the following requirements to be considered for tenure by April 1, 20__:

LICENSURE REQUIREMENT

Indicate current license:

- ☐ Professional, permanent or life certificate.
- ☐ Professional educator license, senior professional educator license, or lead professional educator license.
- ☐ Resident educator or provisional license. (STOP: NOT ELIGIBLE).

Date of Initial Educator License or Certificate: _____

(If your initial educator license was issued on or after January 1, 2011, to be eligible, you must have held an educator license other than a substitute teaching license for at least seven years.)

EXPERIENCE REQUIREMENT

Indicate applicable teaching experience:

- ☐ Three years of teaching experience with Benjamin Logan Local Schools (may include the current school year).
- ☐ Two years of teaching experience with Benjamin Logan Local Schools (may include the current school year) and obtained a continuing contract in a prior district. Must provide a copy of the prior continuing contract and board minutes approving the contract.

EDUCATION REQUIREMENT

Indicate coursework and provide transcripts.

Date of Masters' Degree: _____

- ☐ If no master's degree was held at the time of initial receipt of the certificate or license: 30 semester hours of college coursework since the initial issuance of the certificate or license. The coursework must be in the area of licensure or an area related to the teaching field.
- ☐ If a master's degree was held at the time of initial receipt of the certificate or license: 6 semester hours of graduate coursework since the initial issuance of the certificate or license. The coursework must be in the area of licensure or an area related to the teaching field.

Employee Signature, Date

Superintendent Signature, Date

ARTICLE 6 - CONTRACT

- A. In the event the Board decides not to reemploy a teacher for the succeeding school year, it shall notify that individual of its intent, on or before June 1st.

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

Teacher's name

School year

List of pay periods

Salary category (column and step)

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

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

ARTICLE 7 - MEMBERSHIP - BLEA

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

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

ARTICLE 8 - BUILDING VISITATIONS

- A. The Association President and/or a designee who is an Association member, and/or the UniServ Consultant shall have the right to visit this district's schools. Upon arrival in the building, the person shall report his/her presence to the Building Principal or the Principal's designee, the purpose of the visit and his/her destination in the building. Visitation shall not interfere with the

normal duties of any teacher. Visits that are made to discuss specific problems with the Building Principal should be arranged in advance. Visitors shall act in accordance with Board Policy and/or administrative rules and regulations while in the building. All meetings will be arranged in appropriate locations by the Principal or designee.

ARTICLE 9 - PERSONAL LEAVE

- A. Employees may have three (3) personal days per school year. The Association and the administration encourage all employees to use personal leave in such a manner that is not in ethical conflict with professional duties. Personal leave is non-accumulative. However, unused personal days shall, at the conclusion of the school year, be converted to sick leave days. If the teacher is unable to convert the unused personal day(s) to sick leave because the teacher has reached the maximum sick leave accumulation allowed pursuant to Article 11, or if the teacher is rehired/retired pursuant to Article 5(F), who will not be rehired for the following school year, then the teacher shall be paid \$1000 for each unused personal day.
- B. Requests for personal leave should ordinarily be made in writing to the appropriate building principal five (5) school days in advance of the date for which leave is desired. However, personal leave shall not be denied if requested as a result of unanticipated events, as determined by the building principal, which necessitate its use.
- C. With respect to any of the three (3) days, the administration may deny approval if the administration knows or expects that at least ten percent (10%) of the teaching staff in that building will be absent on that particular day (rounding up to the nearest whole number; ex. = 10% of 23 teachers = 3 teachers). The administration may also deny approval if the requested days coincide with any grade-wide testing days.
- D. Requests for personal leave days during the first ten and last ten school days of the school year shall be submitted to the Superintendent.
- E. Personal leave may not be taken immediately prior to or immediately after a school or legal holiday (a school holiday will be defined as a day not in session, excluding Saturday and Sunday), or to extend a vacation period, or on days scheduled for professional development unless such use is requested in advance for unique reasons and the Superintendent approves such use in writing.
- F. Teachers who receive the designation of Master Teacher are eligible for one Master Teacher Compensatory Leave Day per school year. Bargaining unit members eligible for a Compensatory Leave Day shall be awarded the day by the last pay period in September. Use of a Compensatory Leave Day shall not affect the bargaining unit member's eligibility to receive compensation earned in accordance with Article 33, Attendance Incentive Premium.

ARTICLE 10 - MAINTENANCE OF STANDARDS

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

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

ARTICLE 11 - SICK LEAVE

- A. Teachers shall be granted sick leave at a rate of one and one-fourth (1-1/4) days per month for a maximum of fifteen (15) days per year.
- B. Sick leave may accrue to a maximum of two hundred eighty (280) days. Upon employment, teachers new to the district will be credited previously accumulated sick leave up to the maximum permitted by this school district provided that such employment (at Ben Logan) takes place within ten (10) years of the date of the last termination from public service.
- C. A teacher employed for the first time in Ohio will be advanced five (5) days. Said advance will be in effect the first four (4) months of service only, and the maximum annual accumulation shall be based upon the formula found in the above paragraph.
- D. Employees may use sick leave, upon approval of the responsible administrative officer, for absence due to the employee's illness, injury, pregnancy, or exposure to contagious disease.
- E. Sick leave may be used for illness in the employee's immediate family, which for this purpose, shall be defined as: spouse, child, parent, grandparent, sibling, grandchild, or in-law or other relatives living in the household. A person who clearly stands in the same relationship with the employee as any of those persons specified, may be included at the discretion of the Superintendent. The Superintendent may also grant additional sick leave when deemed necessary.
- F. Employees may use up to six (6) weeks of sick leave immediately after the birth or adoption of a child in order to bond with the child. Eligibility for this benefit shall begin once the child is born or after the employee takes legal custody of the adopted child.
- G. Five (5) days sick leave may be used in the event of a death in the employee's immediate family. Immediate family shall be defined as parent, sibling, spouse, fiancé, children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchildren, stepparent, and grandchildren. Three (3) days of sick leave may be used in the event of the death of an aunt or uncle. One (1) day of sick leave will be allowed for the death of a stepsibling, niece, nephew, and great-grandparent. The Superintendent may grant additional sick leave for this purpose when deemed necessary. A person who clearly stands in the same relationship with the employee as any of the persons specified may be included at the discretion of the Superintendent.
- H. A day of sick leave may be used for the purpose of attending the funeral of a relative not provided for in the above paragraph. In the event of a death of a friend/colleague, an employee may use one

(1) day of personal leave or two (2) days of sick leave, which equals one (1) bereavement day for the purpose of attending the funeral of a friend/colleague with attached obituary.

- I. Teachers will either furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave or make appropriate entry in the District's computer system. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination under Section 3319.16 of the Revised Code.
- J. A teacher who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:
 - a) A teacher who meets or will meet the criteria set forth above shall notify the Superintendent of his/her desire to request sick leave donations. If the request is approved by the Superintendent, he shall so advise the BLEA President, in writing, who shall then notify the bargaining unit members of the donation opportunity.
 - b) Teachers who have a balance of at least fifty (50) sick leave days may donate one or two of their sick leave days by submitting an email to the Treasurer. Donations must be received by the Treasurer within ten (10) calendar days of the Superintendent's approval of the donation request referenced above. Donation will be accepted in units of up to twenty (20) days. Once twenty (20) days are reached, no more days will be accepted unless authorized by the Superintendent.
 - c) Donated sick leave may not result in an increase in severance pay.
 - d) In the event a teacher does not use the full amount of the donated days, the administration shall allow the member to keep the days for future use.

ARTICLE 12 - EVALUATION PROCESS

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

Evaluators will follow the timelines as established in R.C. 3319.111 and 3319.112 as well as other procedural aspects of the current evaluation procedures. Each completed evaluation will result in the assignment of a teacher effectiveness rating.

The Board may elect to evaluate a teacher receiving a rating of accomplished every three years.

The Board may elect to evaluate a teacher receiving a rating of skilled every two years.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

Observations:

- (1) The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than December 31st. The second formal observation shall be completed no later than May 1st.
- (2) The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under RC 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than May 1st.
- (3) Post observation conferences shall be completed within ten (10) school days of the formal observation unless the teacher and administrator mutually agree to meet at a later date.

The Board may elect not to conduct an evaluation of a teacher who:

- (1) was on leave for 50 percent or more of the school year; or
- (2) has submitted notice of retirement on or before Dec. 1 of the school year.

No teacher shall be subject to more than one (1) evaluation cycle per year.

The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

Walkthroughs:

A walkthrough is a formative assessment process that focuses on components of the Standards of Ohio Educators and rubrics approved for teacher evaluation. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The teacher shall be provided a copy of a walkthrough form no later than ten (10) workdays following the walkthrough.

Any unit member being recommended for nonrenewal must be notified by June 1st.

Any changes in the teacher's evaluation instruments will be developed and approved by the Evaluation Policy Consultation Committee with equal representation by BLEA and the BOE for the purposes of recommending changes to the Board.

Evaluators:

In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

Criteria for Performance Assessment:

No teacher shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance of the teacher. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. All formal observations must be supported by evidence.

**ARTICLE 13 – TERMINATION OF CONTRACTS & FAIR DISMISSAL
PROCEDURE**

- A. The Board's right to manage, direct and control the operations of the District includes the right to discipline employees for just cause. Progressive discipline may consist of verbal warnings, written reprimands, suspensions without pay, termination or such other appropriate action as may be warranted given the nature of the misconduct involved.
- B. An employee may request the presence of a Union Representative (or other OEA member of his or her choice if a Union Representative is not readily available), at any investigatory interview conducted by the Board of Education if the employee reasonably believes that such interview might result in disciplinary action. The Board shall advise any employee facing disciplinary action of his or her rights to have a Union representative or other employee present.
- C. Except in situations of serious misconduct warranting immediate suspension or termination, the discipline of an employee will ordinarily be administered in accordance with the principle of progressive discipline. In all cases of discipline, the employee will be given written notice of such and will be informed that the notice will be made part of his/her personnel file. Employees who receive such notices shall have the right to file a response or objection to the disciplinary action. The response or objection shall be placed in the employee's personnel file. Employees will be asked to sign any disciplinary notice as proof that they actually received the notice.
- D. Any dispute arising from the discipline, demotion, or suspension of an employee shall be processed under the Agreement's grievance procedure. Teacher contracts shall be terminated in accordance with R.C. 3319.16 unless the teacher was hired after July 1, 2017, and is in the first year of service with the District. In this case, the District may terminate the employment relationship during the first year of service and the teacher will not have recourse to the grievance procedure or the statutory termination process. Prior to exercising this option, the Superintendent and Principal will meet with the teacher and BLEA representation and explain the rationale for the termination decision.

ARTICLE 14 - LUNCH DUTY-FREE

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

ARTICLE 15 - NON-DISCRIMINATION PLEDGE

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

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

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

ARTICLE 16 - PERSONNEL RECORD FILE

- A. There will be established and maintained one (1) official file on all professional teaching staff members. This file will be maintained in the central administration office and should be locked when not in use.
- B. Personnel files are public record and are open to anyone upon request. The Board will retain confidentiality with respect to items that are required to be confidential by law, for example, social security numbers, annuities, and medical information.
- C. Any changes in staff member's status shall be made part of this record. (Change of residence, marital status, degrees, or hours of credits, etc.).
- D. Bargaining unit members will receive and sign copies of evaluations, discipline, and parental letters before such items are placed in the member's file.
- E. The teacher shall have the opportunity to reply to such material in a written statement to be attached to the copy. Any material to be filed will be marked "personnel file".
- F. If an employee has completed three (3) years of satisfactory performance following the placement of the material in his/her personnel file critical of his/her competence, character, or manner, the teacher may request that his/her file be reviewed by the teacher and administrator in charge of the personnel file, and upon mutual agreement said material shall then be removed from the file.
- G. Anonymous materials shall not be placed in a staff member's file nor be made a matter of record.

H. Personnel record files shall include, but not be restricted to, the following:

- a) Application for employment, including references
- b) Contract and salary status
- c) Copy of current certificate
- d) Official transcripts
- e) Written evaluation and classroom visitations
- f) Military service and/or previous experience
- g) Letters of commendation or praise
- h) Awards for professional or civic achievement

ARTICLE 17 - VACANCIES AND TRANSFERS

A. POSTING AND VACANCIES

All vacancies and new positions shall be posted in each building office and on the District web page for a period of five (5) calendar days. The District shall also e-mail all vacancies and new positions to all BLSB staff e-mail accounts. A vacancy is defined as any position resulting from a retirement, nonrenewal, termination, death, transfer, or the creation of a new position. The Board reserves the right at all times to determine whether to fill any vacancy.

B. VOLUNTARY TRANSFERS

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

C. INVOLUNTARY TRANSFERS

- 1. Teachers cannot be transferred in a teaching assignment for which they are not certified.
- 2. An employee who is to be involuntarily transferred will be afforded a person-to-person meeting with the appropriate Administrator and given the reasons in writing.

3. Teachers who will be affected by an involuntary transfer or reassignment for the next school year shall be informed of the intended action. Such notification shall be given throughout the summer as a needed change is identified.
 - a. Involuntary transfer assignments shall not be arbitrary, capricious, or as a disciplinary measure, but shall be in the best interests of the students and staff involved.
 - b. A transfer/reassignment shall not be used to contravene other terms of conditions of employment found in this contract.
 - c. After one (1) year of service in the transferred position, the transferred teacher will be given an opportunity to interview for any job openings for which he/she is certified.

ARTICLE 18 - CALENDAR - SCHOOL

- A. The Board, through its Superintendent, has the responsibility for determining the school calendar within statutory limitations.
- B. The Superintendent will provide the President of the Association a proposed school calendar before its formal acceptance by the Board. There shall be a minimum of two weeks allowed for consideration, receipt of suggestions and requests that the Association may wish to make concerning the proposed school calendar.
- C. Suggestions and requests of the Association concerning school calendar will be submitted to the Board for their consideration prior to setting the calendar.

ARTICLE 19 - PROFESSIONAL LEAVE

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

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

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

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

ARTICLE 20 - PROFESSIONAL LEAVE - BLEA

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

ARTICLE 21 - REDUCTION IN NUMBER OF TEACHERS

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

ARTICLE 22 - MILEAGE

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

ARTICLE 23 - TEACHER DAY/YEAR

- A. The teacher's day shall be a maximum of eight (8) hours, including lunch (as mandated in RC 3319.072).
- B. The teacher's week shall include planning and preparation time which shall not be less than the minimum standards as listed in OAC 3301-35-05 (A)(8).
- C. All attempts will be made by the administration to avoid conducting meetings during planning and preparation times.
- D. IEP and IAT meetings may extend beyond the bargaining members' workday. Bargaining unit members may be permitted, after prior approval from the building principal, to leave school immediately after student dismissal. The amount of early release time shall equate to the amount of time spent in the IEP and IAT meeting that extended beyond the regular workday. In order to be eligible for the early release time, bargaining unit members must submit timesheets, which reflect the extended time worked, to the building principal.
- E. The work year shall include at least three (3) teacher work days to be scheduled as follows: one (1) prior to the start of the school year, one (1) during the semester change, and one (1) as the last day of the school year. Meetings on these days shall not exceed two (2) hours on any of these workdays unless agreed upon by the majority of the parties involved.
- F. All attempts will be made to conduct special education meetings before and after school; if meetings occur on teacher workday, total of all meeting time on any given day shall not exceed 4 hours.

- G. Teachers shall not be required to administer medications for any students on a regular basis.
- H. The school year shall consist of up to 173 contract days which shall be for instruction and in-service, except in the first year of employment when up to three (3) extra days may be added for in-service training and/or orientation at the teacher's per diem.
 - 1. Notwithstanding RC 3309.08, after school has been cancelled five (5) times, teachers will teach remotely from home or school, at the teacher's election. Teachers will be available during normal school hours. Remote learning days shall be counted towards the number of contracted workdays in a school year. There shall be no reduction in salary due to online remote learning day.
 - 2. If there are still teacher hours to be made up after the last contracted workday, those days will be added to the end of the school year as Professional Development days.
 - 3. Any teacher who does not report to work on these required days will use either a personal or deduct day.
 - 4. Students will be required to attend school a minimum of 1,001 hours. Once falling below the minimum number of hours, the Superintendent reserves the right to add the following school days as make-up days; Martin Luther King Day, Presidents Day and Spring Break Days and/or additional school day hours in ½-hour increments.

ARTICLE 24 - GRIEVANCE PROCEDURE

A "grievance" is an allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. A "grievant" is defined as an employee or group of employees (class action) of the local having a grievance.

- 1. An employee who has a grievance shall discuss the grievance with his or her supervisor within ten (10) days of the occurrence of the act or event on which the grievance is based.
- 2. If the grievant is not satisfied with the resolution of the issue at the Supervisor's level, he shall file the grievance with the Superintendent within ten (10) days of the supervisor's response. The Superintendent or his designee shall hold an informal hearing with the employee within five (5) days of the Superintendent's receipt of the grievance. The Superintendent or designee shall make his decision on the grievance and email it to the employee within five (5) days of the informal hearing.
- 3. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to FMCS Grievance Mediation, within ten (10) days of receipt of the written Superintendent's disposition. The parties shall first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.

4. If mediation does not resolve the grievance, the grievant may, within ten (10) days of the mediation session, appeal the grievance by submitting a written request for arbitration to the Union, with a copy to be furnished to the Superintendent. The Union shall decide whether or not to file for arbitration. If the Union decides to proceed to arbitration, it must do so within five (5) days by mailing a written request to the American Arbitration Association with a copy to be furnished to the Superintendent, for a list of seven (7) arbitrators. Either party may request that a second list of seven (7) names be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding.
5. This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.

General Provisions

- A. If a grievance is not filed or appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived or settled on the basis of the most recent disposition and any further appeal shall be barred.
- B. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.
- C. Meetings and arbitration hearings held under this procedure shall be scheduled so as not to interfere with the work obligations of unit members, unless otherwise mutually agreed.
- D. At any step of the procedure, except arbitration, the grievant may speak on his/her own behalf or choose to be represented by a designee of the Union; in any case, however, a designee of the Union may be present at each step of the procedure. At any arbitration, the grievant must be represented by a designee of the Union.
- E. All grievance meetings and arbitration hearings shall be in private. No one other than those involved with the grievance shall be entitled to attend.

ARTICLE 25 - COMMITTEES

A. Faculty/Administrative Council

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

Representation on the Council shall be established through mutual agreement.

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

The Faculty/Administrative Council will provide input from its members at a set time established by the Superintendent for future school calendars.

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

ARTICLE 26 - JURY DUTY

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

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

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

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

ARTICLE 27 - SEVERANCE ALLOWANCE

Teachers shall be awarded as severance pay twenty-five percent (25%) of all sick days they have accumulated. The maximum number of days that can be awarded as severance pay shall be seventy (70). Additionally, teachers shall receive an additional \$100.00 per year for each year of Benjamin Logan service. In the case of death of an employee in active pay status who would have qualified to retire under the STRS rules at the time of passing, severance pay as set forth above shall be paid to the employee's designated beneficiary or, if the employee did not designate a beneficiary, to the employee's estate.

ARTICLE 28 - STRS "PICKUP" – SALARY REDUCTION METHOD

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

which authorize such pickup are altered or amended, or the taxation of picked up amounts is changed after execution of this agreement, the Board and School District shall be held harmless from any liability which may result from such changes.

ARTICLE 29 - RESIDENT EDUCATOR PROGRAM

When the Resident Educator Program is implemented utilizing Benjamin Logan employees and is not administered by the Educational Service Center, the Ohio Resident Educator Program shall be followed. The building principal and the Resident Educator Program Coordinator will annually select qualified mentors. All mentors are required to attend the orientation with their teacher. One additional professional development half-day will be required for the mentors to assist them in their duties. Mentors who are selected and who perform their mentoring responsibilities satisfactorily shall be paid:

\$500 for years one (1) and two (2) for each mentee

ARTICLE 30 - ELECTRONIC DEPOSIT

Salary Checks

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

Deductions

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

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

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

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

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

4. Professional dues
5. 125 Plan

ARTICLE 31 - CURRICULUM

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

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

ARTICLE 32 - MANAGEMENT RIGHTS

The Board of Education has the right and responsibility to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule,

promote, or retain employees;

6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 33 - ATTENDANCE INCENTIVE PREMIUM

Any member of the certified staff with one hundred percent (100%) attendance during the school year will receive a five hundred dollar (\$500.00) premium to be paid no later than July 10 of each year. There will be a deduction of one hundred fifty dollars (\$150.00) for each full sick leave day and/or personal leave day used. Partial days of sick leave and/or personal leave use shall result in a pro rata deduction. This action shall not be affected by those who have been granted professional or Association leave.

Number of Days Used	Amount to be paid
0	\$500
1	\$350
2	\$200

ARTICLE 34 - TUITION REIMBURSEMENT

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

1. The maximum allowance shall be three hundred dollars (\$300.00) per semester hour.
2. Reimbursement shall be made on submission of an official transcript or grade card of credit hours earned or the actual grade report from the accredited educational institution. This report or transcript shall be presented to the Superintendent for approval of payment. In order to be eligible for reimbursement, the teacher must submit the grade report or transcript within 16 weeks of completing the coursework and no later than September 1 for reimbursement by October 10. Failure to submit a grade report or transcript by September 1 will result in payment of the tuition reimbursement being paid the following school year by October 10.
3. Only grades A, B or S will be reimbursed.

4. This provision shall not apply if compensation is received from some other source such as federal or state grants, scholarships or other types of compensation not specifically listed.
5. The amount reimbursed to the certificated person applying for the compensation will not exceed the amount that was paid to the educational institution for tuition, based on proof of payment (credit card statements, receipts, canceled checks, etc.).
6. Only courses that pertain to the certificated/licensed person's related educational/teaching field will be subject to reimbursement. The intent of this Article is that all course work is related and of benefit to the professional teaching curriculum of the school district and the individual teacher's assignment.
7. The sum of forty thousand dollars (\$40,000) shall be allocated during each fiscal year for disbursement for this program. In the event that a greater number of teachers with courses become eligible, the \$40,000 will be allocated among all teachers eligible on a per course-hour basis.
8. If a teacher elects to leave the school district, he/she forfeits this contract provision. All reimbursements shall be paid for the prior school year by the tenth of October.

ARTICLE 35 - MASTERS DEGREE INCENTIVE

To encourage more advanced levels of teaching, Benjamin Logan Local Schools will provide a one-time stipend for teachers who earn a Master's Degree or an additional 30 semester hours in the educational field.

Upon completion of a Master's Degree or additional 30 semester hours, with transcript approval, Benjamin Logan Local Schools will issue a one-time \$1,600 stipend to be paid in July of that year.

ARTICLE 36 – SUPPLEMENTAL PROCESS

- A. All supplemental positions will be granted a one-year contract that will automatically expire at the conclusion of the school year without Board action.
- B. Bargaining unit members who wish to continue their supplemental positions for the following school year but are not rehired into the position may request that the District provide an explanation of the reasons for a non-renewal of their supplemental positions.
- C. All vacant supplemental positions must be posted for a minimum of five (5) business days. The Board is not obligated to fill any or all supplemental positions.
- D. Qualified bargaining unit members shall be considered first for vacant supplemental positions. If only one qualified bargaining unit member applies for a vacant supplemental position, the bargaining unit member shall receive the supplemental position. If more than one qualified bargaining unit member applies for the position, interviews will be conducted to assist in the determination of which of the bargaining unit members is to be hired for the supplemental position.

- E. If no qualified bargaining unit member applies for a vacant supplemental position, an applicant from outside the bargaining unit may be hired for the supplemental position. If the Board wishes to retain an outside hire in the same supplemental position for the next year, paragraph D of this Section shall not apply.
1. All coaches of athletic teams shall be required to have a current Pupil Activity Permit by the time conditioning for that sport begins.
 2. The following activity supplemental contracts shall have a current CPR, and First Aid certificate of completion before their sponsored activity begins, based on an activity that requires routine or regular physical activity, or activity with health or safety considerations:
 - a. Band Marching Director
 - b. Band Marching Director Assistant
 - c. Guard/Majorette, Flag Advisor
 - d. Ski Club Advisor
 - e. Musical Director – HS
 - f. Raider Run Club
 - g. Show Choir – HS
 3. The First Aid Requirement can be fulfilled through:
 - a. ODE approved First Aid Training
 - b. Nationally approved program
 - c. College or University Course
 - d. Professional Licenses or certifications (Paramedic, RN, EMR, EMT, MD, DO, PA)
 4. CPR Training can be fulfilled through:
 - a. An online course
 - b. Training through a certified trainer

ARTICLE 37 – LONGEVITY PAYMENT PROCESS

The district will only process longevity payments for the year that the requirement is met. We will not go back on years that this opportunity was missed. It is the employee's responsibility to request longevity payments.

Payment is available:

- Year 20 - \$1,500.00
- Year 25 - \$2,000.00

- Year 30 - \$2,500.00

Payment will be made on the January 10th payroll.

The Request for Longevity Payment and a copy of your retirement system (STRS or SERS) Annual Statement must be submitted to the Treasurer's office by November 25th in order to receive payment. The Annual Statement is the proof that you have met the appropriate length of service to qualify for the payment.

Longevity will be paid based on the criteria: "a year is defined as Years in STRS/SERS service". For example, your retirement statement should indicate that your service credit is 19, 24, or 29 years of service and that you are currently employed and serving in year 20, 25, or 30.

ARTICLE 38 - DURATION

This agreement is hereby ratified by both the Benjamin Logan Local Board of Education and the Benjamin Logan Education Association and shall be effective from July 1, 2024 through June 30, 2027.

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

FOR THE BOARD:

FOR THE ASSOCIATION:

Maui Timmer
President

Jeff Venable
BLA President

John Achen
Superintendent

Paula M. Newland
Member

Leah Baker
Treasurer

Ch. Bin
Member

Administrator

Samar A. MCP
Member

Andrea M. Jay
Member

APPENDIX A – SALARY SCHEDULE

INDEX FY 25-27

Step	BA	B/150	M	M+15
0	1.0000	1.0400	1.0950	1.1500
1	1.0400	1.0900	1.1500	1.2140
2	1.0800	1.1400	1.2100	1.2780
3	1.1200	1.1900	1.2700	1.3420
4	1.1600	1.2400	1.3300	1.4060
5	1.2000	1.2900	1.3900	1.4700
6	1.2400	1.3400	1.4500	1.5340
7	1.2800	1.3900	1.5100	1.5980
8	1.3200	1.4400	1.5700	1.6620
9	1.3600	1.4900	1.6300	1.7260
10	1.4000	1.5400	1.6900	1.7900
11	1.4400	1.5900	1.7500	1.8540
12	1.4800	1.6400	1.8100	1.9180
13	1.5100	1.6700	1.8400	1.9480
14	1.5200	1.6900	1.8600	1.9690
15	1.5600	1.7270	1.9030	2.0280

BASE FY25

\$ 38,828

Step	BA	B/150	M	M+15
0	\$ 38,828	\$ 40,381	\$ 42,517	\$ 44,652
1	\$ 40,381	\$ 42,323	\$ 44,652	\$ 47,137
2	\$ 41,934	\$ 44,264	\$ 46,982	\$ 49,622
3	\$ 43,487	\$ 46,205	\$ 49,312	\$ 52,107
4	\$ 45,040	\$ 48,147	\$ 51,641	\$ 54,592
5	\$ 46,594	\$ 50,088	\$ 53,971	\$ 57,077
6	\$ 48,147	\$ 52,030	\$ 56,301	\$ 59,562
7	\$ 49,700	\$ 53,971	\$ 58,630	\$ 62,047
8	\$ 51,253	\$ 55,912	\$ 60,960	\$ 64,532
9	\$ 52,806	\$ 57,854	\$ 63,290	\$ 67,017
10	\$ 54,359	\$ 59,795	\$ 65,619	\$ 69,502
11	\$ 55,912	\$ 61,737	\$ 67,949	\$ 71,987
12	\$ 57,465	\$ 63,678	\$ 70,279	\$ 74,472
13	\$ 58,630	\$ 64,843	\$ 71,444	\$ 75,637
14	\$ 59,019	\$ 65,619	\$ 72,220	\$ 76,452
15	\$ 60,572	\$ 67,056	\$ 73,890	\$ 78,743

BASE FY26

\$ 39,993

Step	BA	B/150	M	M+15
0	\$ 39,993	\$ 41,593	\$ 43,792	\$ 45,992
1	\$ 41,593	\$ 43,592	\$ 45,992	\$ 48,552
2	\$ 43,192	\$ 45,592	\$ 48,391	\$ 51,111
3	\$ 44,792	\$ 47,591	\$ 50,791	\$ 53,670
4	\$ 46,392	\$ 49,591	\$ 53,190	\$ 56,230
5	\$ 47,991	\$ 51,591	\$ 55,590	\$ 58,789
6	\$ 49,591	\$ 53,590	\$ 57,990	\$ 61,349
7	\$ 51,191	\$ 55,590	\$ 60,389	\$ 63,909
8	\$ 52,791	\$ 57,590	\$ 62,789	\$ 66,468
9	\$ 54,390	\$ 59,589	\$ 65,188	\$ 69,028
10	\$ 55,990	\$ 61,589	\$ 67,588	\$ 71,587
11	\$ 57,590	\$ 63,589	\$ 69,987	\$ 74,147
12	\$ 59,189	\$ 65,588	\$ 72,387	\$ 76,706
13	\$ 60,389	\$ 66,788	\$ 73,587	\$ 77,906
14	\$ 60,789	\$ 67,588	\$ 74,387	\$ 78,746
15	\$ 62,389	\$ 69,068	\$ 76,106	\$ 81,105

BASE FY27

\$ 41,193

Step	BA	B/150	M	M+15
0	\$ 41,193	\$ 42,840	\$ 45,106	\$ 47,372
1	\$ 42,840	\$ 44,900	\$ 47,372	\$ 50,008
2	\$ 44,488	\$ 46,960	\$ 49,843	\$ 52,644
3	\$ 46,136	\$ 49,019	\$ 52,315	\$ 55,281
4	\$ 47,783	\$ 51,079	\$ 54,786	\$ 57,917
5	\$ 49,431	\$ 53,138	\$ 57,258	\$ 60,553
6	\$ 51,079	\$ 55,198	\$ 59,729	\$ 63,189
7	\$ 52,727	\$ 57,258	\$ 62,201	\$ 65,826
8	\$ 54,374	\$ 59,317	\$ 64,672	\$ 68,462
9	\$ 56,022	\$ 61,377	\$ 67,144	\$ 71,098
10	\$ 57,670	\$ 63,437	\$ 69,616	\$ 73,735
11	\$ 59,317	\$ 65,496	\$ 72,087	\$ 76,371
12	\$ 60,965	\$ 67,556	\$ 74,559	\$ 79,007
13	\$ 62,201	\$ 68,792	\$ 75,794	\$ 80,243
14	\$ 62,613	\$ 69,616	\$ 76,618	\$ 81,108
15	\$ 64,260	\$ 71,140	\$ 78,390	\$ 83,539

Base	Raise
Year 1	3.00%
Year 2	3.00%
Year 3	3.00%

Longevity Stipend	
Year 20:	\$1,500
Year 25:	\$2,000
Year 30:	\$2,500

Year is defined as "Years in STRS Service"

APPENDIX B – SUPPLEMENTAL POSITIONS

ATHLETIC			
F.W.S	POSITION	BUILDING	LEVEL
S	Baseball Coach Assistant	HS	7
S	Baseball Coach Assistant	HS	7
S	Baseball Coach Freshman	HS	7
S	Baseball Coach Head	HS	3
W	Basketball Coach Boys	MS	8
W	Basketball Coach Boys	MS	8
W	Basketball Coach Boys Freshman	HS	7
W	Basketball Coach Boys JV	HS	4
W	Basketball Coach Girls	MS	8
W	Basketball Coach Girls	MS	8
W	Basketball Coach Girls Freshman	HS	7
W	Basketball Coach Girls JV	HS	4
W	Basketball Coach Head Boys	HS	1
W	Basketball Coach Head Girls	HS	1
W	Bowling Coach Boys	HS	6
W	Bowling Coach Girls	HS	6
W	Cheer Coach Basketball	MS	10
W	Cheer Coach Basketball JV	HS	10
W	Cheer Coach Basketball Varsity	HS	3
F	Cheer Coach Football	MS	10
F	Cheer Coach Football JV	HS	10
F	Cheer Coach Football Varsity	HS	3
S	Cheerleading Coach Competition	HS	5
F	Cross Country Coach	MS	8
F	Cross Country Coach Boys	HS	5
F	Cross Country Coach Girls	HS	5
F	Football Coach	MS	8
F	Football Coach	MS	8
F	Football Coach	MS	8
F	Football Coach	MS	8
F	Football Coach Assistant	HS	4
F	Football Coach Assistant	HS	4
F	Football Coach Assistant	HS	4
F	Football Coach Assistant	HS	4
F	Football Coach Assistant	HS	4
F	Football Coach Head	HS	1
F	Golf Coach Head Boys	HS	5
F	Golf Coach Head Girls	HS	5
W	Ski Club Advisor	ES, MS, HS	11
F	Soccer Coach Assistant Boys	HS	7
F	Soccer Coach Assistant Girls	HS	7
F	Soccer Coach Boys Varsity	HS	3
F	Soccer Coach Girls Varsity	HS	3
S	Softball Coach Assistant	HS	7
S	Softball Coach Assistant	HS	7
S	Softball Coach Freshman	HS	7
S	Softball Coach Head	HS	3
W	Swimming Coach	HS	6
W	Swimming Coach - Girls	HS	6
S	Track Coach Assistant	MS	10
S	Track Coach Assistant	MS	10
S	Track Coach Assistant Boys	HS	7
S	Track Coach Assistant Boys	HS	7
S	Track Coach Assistant Girls	HS	7
S	Track Coach Assistant Girls	HS	7
S	Track Coach Head Boys	HS	3
S	Track Coach Head Boys	MS	8

ATHLETIC			
S	Track Coach Head Girls	HS	3
S	Track Coach Head Girls	MS	8
F	Volleyball Coach	MS	8
F	Volleyball Coach	MS	8
F	Volleyball Coach Assistant	HS	7
F	Volleyball Coach Freshman	HS	7
F	Volleyball Coach Head	HS	3
S	Weight Room Assistant Coordinator	HS	9
S	Weight Room Assistant Coordinator	HS	9
S	Weight Room Assistant Coordinator	HS	9
S	Weight Room Head Coordinator	HS	7
W	Wrestling Coach	MS	8
W	Wrestling Coach	MS	8
W	Wrestling Coach Assistant	HS	7
W	Wrestling Coach Assistant	HS	7
W	Wrestling Coach Head	HS	2
W	Wrestling Coach Head - Girls	HS	2

NON-ATHLETIC			
F.W.S	POSITION	BUILDING	LEVEL
S	Art Club	ES	12
S	Art Club	MS	12
S	Auditorium Manager	HS	14
S	Band Jazz Director	MS	12
F	Band Marching Director	HS	3
F	Band Marching Director Assistant	HS	6
W	Band Pep Director	HS	12
S	Builders Club Advisor	MS	12
F	Booster Bar Fundraising Chair	MS	11
S	Class Advisor 09 Freshman	HS	13
S	Class Advisor 09 Freshman	HS	13
S	Class Advisor 10 Sophomore	HS	13
S	Class Advisor 10 Sophomore	HS	13
S	Class Advisor 11 Junior	HS	11
S	Class Advisor 11 Junior	HS	11
S	Class Advisor 12 Senior	HS	12
S	Class Advisor 12 Senior	HS	12
F,W,S	Creative Writing Club	MS	12
F	Events Manager	HS	7
S	Events Manager	HS	7
W	Events Manager	HS	7
S	First Lego League	MS	11
S	First Lego League	MS	11
S	First Robotics Advisor	HS	5
F	Guard/Majorette/Flag Advisor	HS	8
S	Interact	HS	12
S	JETS Advisor	HS	11
S	Key Club Advisor	HS	12
S	LPDC Chairman/+ 10%	HS	14
S	LPDC Member	HS	14
S	LPDC Member	MS	14
S	LPDC Member	ES	14
S	LPDC Secretary	HS	10
S	Musical Director	HS	7
S	Musical Director	HS	7

NON-ATHLETIC			
S	Musical Orchestra director	HS	9
S	Musical Tech Director	HS	15
S	National Honor Society Advisor	HS	12
S	National Honor Society Japanese	HS	13
S	National Honor Society Spanish	HS	13
S	Newspaper Advisor	MS	12
W	Ohio Model UN	HS	13
W	Ohio Model UN	HS	13
W	Ohio Model UN	MS	13
W	Ohio Model UN	MS	13
F,W,S	Play Director * Timing is Principal's	HS	11
F,W,S	Play Director* Timing is Principal's	HS	11
S	Raider Run Club	ES	11
S	Raider Run Club	ES	11
S	Show Choir	HS	5
S	Straight A Club Advisor	MS	12
S	Student Council Advisor	HS	11
S	Student Council Advisor	HS	11
S	Student Council Advisor	MS	12
S	Teaching Assistant Program	IIS	10
S	Washington DC Chair	MS	11
S	Yearbook Advisor	ES	11
S	Yearbook Advisor	MS	11
S	Yearbook Advisor	HS	5

SUPPLEMENTAL EXCEPTIONS			
F	Athletic Trainer	HS	3,166.67
W	Athletic Trainer	HS	3,166.67
S	Athletic Trainer	HS	3,166.67
F,W,S	IEP Review Team	ES,MS,HS	1000.00
N/A	Detention, Saturday School, Study Tables (PER HOUR)	ES,MS,HS	20.00
N/A	Teachers Overnight (PER NIGHT)	ES,MS,HS	50.00
N/A	Class Coverage (PER MINUTE)*	ES,MS,IIS	0.38
N/A	Summer School (PER HOUR)	ES,MS,HS	25.00
N/A	Technology Assistant (Per Hour Max 300 HR's per year)	ES,MS,HS	20.00
N/A	Master Teacher Reader (PER APP)	ES,MS,HS	30.00
N/A	Credit Flex Reader (PER APP)	MS,iHS	30.00
N/A	Credit Flex Teacher (PER TEST GRADED)	MS,iHS	30.00
N/A	Independent Study Supervision (PER STUDENT)	MS,iHS	210.00
N/A	Demonstrating Mastery (PER STUDENT)	MS,iHS	210.00
N/A	Testing Coordinator	ES,MS,HS	3,000.00
N/A	Testing Coordinator	DISTRICT	3,000.00