

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



July 1, 2021 – June 30, 2022

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

ARTICLE I

RECOGNITION/NEGOTIATIONS PROCEDURES

A. Recognition of the Association

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

B. Negotiations Procedures

1. Scope of Negotiations

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

2. Initiation of Negotiations and Timelines for the Bargaining Process

a. Either the Board or the Association may cause negotiations for a successor agreement to commence by giving written notification to the other party that it desires to open negotiations for the purpose of making modifications to the existing Collective Bargaining Agreement that will result in a new successor agreement. Such notice by the Association shall be served on the Superintendent of schools and notice by the Board shall be served on the president of the Association.

b. The parties shall continue in full force and effect all the terms and conditions of the existing Collective Bargaining Agreement, without resort to strike or lock-out, for a period of 60 days after the party gives notice or until the expiration date of the Collective Bargaining Agreement, whichever occurs later.

3. Collective Bargaining

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

- (5) Meetings — The initial session, and all future sessions, shall not adjourn until a time, place, and date have been established for the next negotiating session.

4. Agreement

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

5. Disagreement

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

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

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

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

6. No Reprisal

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

C. Definitions

Days - shall mean calendar days, unless otherwise specified.

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

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

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

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

B. Procedure

1. Step One: Informal

Within fifteen (15) working days of the time the grievance incident occurs, the grievant shall first discuss the grievance with the lowest level administrator who has the authority to resolve the issue during non-teaching hours. If the issues involve unit members in more than one building, the grievance shall be directly filed with the Superintendent. This meeting shall be on an informal basis. Within five (5) working days after presentation of the grievance, the principal (or Superintendent when filed with him/her) shall give his/her answer orally to the member.

2. Step Two:

- a. Within 10 working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the principal on the form provided in Appendix "A" of this Agreement.

- b. The "statement of grievance" shall name the member involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the member and shall indicate the specific relief requested. Said "statement" shall be properly filled out by the grievant.
 - c. Within 10 working days after receiving the grievance, the principal shall communicate his/her answer in writing to the grievant.
3. Step Three:
- a. If the grievance is not resolved in Step Two, the grievant shall within 10 working days of receipt of the principal's answer, submit to the Superintendent a written "statement of grievance" signed by the grievant. A copy shall be given to the principal involved at the same time.
 - b. No later than five working days after receiving the grievance, the Superintendent shall meet with the grievant to provide dialogue regarding the facts of the grievance. Said meeting can be waived by the grievant.
 - c. After meeting with the grievant and/or considering the facts involved, the Superintendent or his/her designated representative shall give the grievant an answer in writing. This answer shall be given within five working days if said meeting takes place, and within 10 working days of the filing at this level if said meeting is waived.
4. Step Four:
- a. If the grievance is not resolved in Step Three, the grievant shall, within 10 working days after receiving the decision of the Superintendent, appeal this decision to the Board. This appeal shall be in writing and accompanied by a copy of the decisions in Steps Two and Three.
 - b. No later than 20 working days after receiving the appeal, the Board shall meet with the grievant in executive session to hear the grievance. Said meeting can be waived by grievant.
 - c. After hearing the appeal by the grievant and/or considering the circumstances involved, the Board shall communicate its decision in writing to the grievant. This decision shall be rendered within five working days if a hearing takes place, and within 20 working days of receipt of the appeal if said hearing is waived.
 - d. At the Board hearing the grievant may not present any material, allegations, or remedy that was not presented in Step Three.

5. Step Five - Arbitration:

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

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

C. Appearance and Representation

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

D. Time Limits

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

E. Rights of Teacher to Representation

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

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

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

ARTICLE III

LEAVE PROVISIONS

A. Sick Leave

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

7. Sick leave days may be taken as needed and shall be computed, for record keeping purposes, as follows:

1 - 1.99 hours - 1/4 day	4 - 5.99 hours — 3/4 day
2 - 3.99 hours — 1/2 day	6 hours - 1 day

B. Parental Leave

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

1. Either parent of a newborn child or newly adopted child may use up to six (6) weeks accrued sick leave immediately following the birth or adoption of a child.
2. A member may be granted unpaid leave of absence for the remainder of the school year and the following school year, for the purpose of childbearing or child rearing upon written request to the Superintendent.
3. A member adopting a child shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child (four years of age or younger), or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one year

C. Family Medical Leave

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

An eligible employee may take FMLA leave for the following:

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

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

D. Sabbatical Leave

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

E. Military Leave

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

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

A member on military leave shall return to the teaching duties of the Loudonville-Perrysville Exempted Village School District at the beginning of a school year only, and written notice must be given by the returning member at least 30 days prior to beginning of said school year.

F. Assault Leave

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

Notification for the use of assault leave shall be on prescribed forms and shall be signed by the member and, if applicable, the licensed physician, licensed certified nurse practitioner, or licensed physician's assistant of the member.

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

This provision shall be uniformly administered.

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

G. Jury Duty

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

H. Court Leave

Paid court leave shall be granted when a member is subpoenaed for a court of the United States, state of Ohio, or any other political subdivision, provided the member is not adverse to the District.

This policy shall be uniformly administered.

I. Professional Meetings and Trips

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

1. Request for attendance at professional meetings within the state and for no longer than three days, shall be submitted on the appropriate form to the principal or immediate supervisor, who will approve or disapprove and forward the request to the Superintendent of schools. The Superintendent will then approve or disapprove the request on the relative merits, potential worth to the school district, and the availability of funds.

a. Head varsity coaches shall be permitted to use one professional day to attend the state tournament in the sport(s) they coach.

2. Request for out-of-state conferences and professional meetings lasting longer than three days will be submitted on the appropriate form one month prior to the date requested.

3. Reasonable reimbursement shall be made upon completion of the proper form requesting same and the submission of receipts.

4. General Conditions

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

5. Reimbursement Allocations

When professional leave is approved the following reimbursements shall apply:

a. Lodging: A maximum of \$100 per night

- b. Meals: \$30.00 per day maximum
- c. Mileage: at the current IRS rate, up to a radius of 750 miles
 - (1) May substitute receipted air or surface transportation bills within limit.
 - (2) Parking reimbursed at the daily actual cost.
- d. Registration fee (receipt required)
- e. Miscellaneous expenses (receipts where possible)
- f. Reimbursement cut-off will be ten (10) workdays after return.

J. Personal Leave

- 1. a. A member may be absent from duty without loss of pay for three days during a school year. Except in emergencies, a written notice of intended absence shall be submitted to the principal or immediate supervisor at least 48 hours prior to the expected absence.
- b. New members who work less than a full school year will be credited one (1) personal leave day for each 60 days worked, to a maximum of three (3) days. The notice requirements in section (a) shall apply. If these day(s) are not used, they shall be forfeited.
- c. Except in emergencies, personal leave will not be granted on in-service days, the day before or the day after a holiday, vacation, in-service day, during state testing (for those teachers assigned duties), or during the first week and last week of school. No more than eight (8) members may be absent on any one day on a first-come, first-approved basis.

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

2. Non-Use Incentive

- a. A member may choose to roll over any unused personal leave days to sick leave.
- b. In lieu of rolling over unused personal leave days to sick leave, a member may choose to be paid substitute pay for each unused personal leave day.
- c. The default choice shall be to roll over personal leave days to sick leave. If a member wants to be paid for such days the member must notify the Treasurer, in writing, of this choice on or before May 15th.

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

This Article shall be uniformly administered.

K. Association Leave

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

L. Member Emergency Security Program

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

LPEA/Superintendent Committee before such additional pool days are granted. The decisions of the Committee are final and not grievable.

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

7. Any of the requirements of this program shall not have an impact on the administration of sick leave as is required in Section A of this article.

M. Intermittent and Reduced Leave

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

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

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

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

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

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

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

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

1. the leave will last more than two weeks and

2. the employee would return to work during the two-week period before the end of the semester.

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

Benefits

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

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

Notice

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

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

ARTICLE IV

TEACHING CONDITIONS/EVALUATION

- A. Length of Member Contract Year - School Calendar
 1. The Calendar Committee shall develop a school calendar(s) and shall forward said recommended calendar(s) to the Board by February 1 of each year. The Calendar Committee shall consist of one LPEA member, one support staff member, and one administrator. The Committee's task shall be to develop guidelines, develop contingency plans, and submit a calendar to the Board. Employees will be surveyed with data reported to the Board prior to the calendar being developed. A representative of the committee will present the proposed calendar to the Board to explain the committee's recommendation and answer questions. If a calendar is not submitted by February 1, the Board will develop its own calendar.

2. The calendar that is adopted by the Board shall be in accordance with the following:
 - a. The contract year for members shall be 184 days, which shall include:
 - (1) One preschool preparation day.
 - (2) Two in-service training days, one of which will be scheduled no sooner than five days (excluding Saturdays, Sundays, and holidays) prior to the first student day of school as set by the Calendar Committee.
 - (3) One record day for members, which shall be the final day of the member contract year.
 - (4) Two days for parent-teacher conferences — no students in attendance on these days.
 - (5) No more than 178 days with students actually in attendance.
 - (6) Once per quarter the district will schedule either a 2-hour late arrival or 1-hour early dismissal for the purposes of teacher planning, collaboration, and professional development. These days shall be scheduled on the district calendar in advance.
3. If schools are closed due to a calamity (Calamity shall be defined as disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment, damage to a school building, or other temporary circumstances due to utility failure), the first four (4) days in any school year will be without instruction. On calamity days five (5) and six (6) in a school year, instruction will be carried out remotely without a requirement for members to report to their assigned buildings. On any additional calamity days, instruction will be carried out remotely with members reporting to their assigned buildings if road conditions permit travel.

B. Supervisory Duties

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

C. Duty-Free Lunch Period

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

D. Standards-Based Teacher Evaluation

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

The Loudonville-Perrysville Board of Education adopts the Ohio Teacher Evaluation System (OTES 2.0) Model as approved by the State Board of Education.

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

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

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

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

Definitions

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

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

1. A license, professional or permanent certificate, or permit issued under RC 3319.22, 3319.26, 3319.222, 3319.226, or 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this Article. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Loudonville-Perrysville Board of Education and the Loudonville-Perrysville Education Association that expired on June 30, 2013.

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

1. Meets the eligibility requirements under RC 3319.111(D); and
2. holds a credential established by the Ohio Department of Education for teacher evaluation; and
3. is a contracted employee of the Loudonville-Perrysville school district.

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

"Evaluation" or "Holistic Evaluation" — an annual process made up of 2 or more formal observations and 2 or more informal observations/walkthroughs.

"Formal Observation" — Shall be no less than 30 minutes in length.

"Informal Observation/Walkthrough" — Shall be no less than 3 minutes nor more than 15 minutes in length.

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

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

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

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

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 high-quality student data.

Each teacher evaluation will result in an effectiveness rating of:

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

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

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs," and by other methods of obtaining data concerning the teacher's performance (e.g., high-quality student data, informal conversations, and evidence of practice and professionalism). Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the Ohio Standards for the Teaching Profession.

Formal and Informal Observation Sequence

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

A teacher who is not in the final year of their contract and is not up for continuing contract consideration and receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three years as long as the teacher submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year that a teacher is not formally evaluated as a result of receiving a rating of Accomplished on the teacher's most recent evaluation, at least one observation and conference will be held with the teacher.

A teacher who is not in the final year of their contract and is not up for continuing contract consideration and receives a rating of "Skilled" on his/her most recent evaluation may be

evaluated every two years as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year that a teacher is not formally evaluated as a result of receiving a rating of Skilled on the teacher's most recent evaluation, at least one observation and conference will be held with the teacher.

The Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

- The teacher was on leave from the school district for fifty per cent (50%) or more of the school year, as calculated by the Board.
- The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December 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 Loudonville-Perrysville Board of Education shall utilize the measures set forth by the Ohio Department of Education's OTES Teacher Performance Evaluation Rubric for instructional planning, instruction and assessment, and professionalism, as posted on the Department's website.

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

Formal Observation Procedures

All formal observations shall be preceded by a conference between the evaluator and the employee at the employee's or evaluator's request prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The observation will take place within a reasonable time after the pre-conference. The teacher may request an additional pre-conference prior to observation.

Informal Observation Procedures

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

High-Quality Student Data (HQSD)

Each evaluation shall contain at least two (2) measures of high-quality student data. When applicable, the value-added progress dimension shall be one of the sources of HQSD. All measures of HQSD must adhere to the relevant criteria established by the Ohio Department of Education.

Final Evaluation Procedures

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

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

1. A teacher shall be allowed to request a different evaluator and the District may honor such request. This would normally occur due to a disagreement with the rating of performance. Reasonable efforts will be made to honor a change request.
2. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Orientation

Each year that evaluation is scheduled, each teacher shall be notified in writing of the name and position of the primary evaluating supervisor.

A teacher newly employed or one reassigned (and scheduled for evaluation) after the beginning of the school term shall be notified by the primary evaluator of the evaluation procedures in effect. Such notification shall be within fifteen (15) workdays of the first day in a new assignment.

Schedule of Observations

The first formal observation will occur during the first semester of the school year that evaluation is to occur. An observation shall last a minimum of 30 minutes. There shall be at least ten (10) school days between observations unless the teacher agrees otherwise. If after the second formal observation a teacher's performance is found to be deficient to the extent that adverse personnel action may result, additional observations shall be conducted.

Post-Observation Conferences

A post-observation conference shall be held after each observation. Observations denoting deficiencies shall be followed within seven (7) workdays by a conference between the evaluator and the teacher in order for questions arising from the observation to be

discussed. All observations shall be compiled in writing. A copy of the written observation report shall be given to the teacher at the post-observation conference.

Identification of Deficiencies

1. Deficiencies Identified Through Formal Observations

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

2. Other Deficiencies

Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher generally within seven (7) workdays after the deficient performance occurs and/or is observed by or reported to the teacher's supervisor but not later than the date of the teacher's receipt of the evaluation report. Deficiencies observed after receipt of such report shall be applied to the next report. The evaluator must include said deficiencies in any plan for correction of deficiencies, where appropriate, and shall include a reasonable time period for correction.

Finalization of Evaluation

1. Written Evaluation

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

The written evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

Professional Growth Plans and Professional Improvement Plans

Based upon their final holistic rating, each teacher must develop either a professional growth plan or professional improvement plan as follows:

1. Teachers whose evaluation rating is Accomplished will develop a self-directed professional growth plan and may choose their credentialed evaluator from those available to the Loudonville-Perrysville Board of Education for that purpose.
2. Teachers whose evaluation rating is Skilled will develop a professional growth plan jointly with their credentialed evaluator and will have input on their evaluator for the next evaluation cycle.
3. Teachers whose evaluation rating is Developing will develop a professional growth plan guided by their credential evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan.
4. Teachers who are new to the District will develop a professional growth plan collaboratively with their credentialed evaluator. The administration will assign the evaluator for the evaluation cycle and approve the professional growth plan.
5. Teachers whose evaluation rating is Ineffective or who are deficient on any of the individual components of their evaluation may be placed on an improvement plan developed by their evaluator.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

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

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

evaluated under this Article in accordance with RC 3319.11 notwithstanding the teacher's holistic summative rating.

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

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

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

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

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

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

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

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

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

F. Parental Complaint

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

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

1. A conference is held including the parent, the member, and the building principal. (An alternative administrator may be substituted for the building principal.)
2. The results of the conference are written up by the principal.
3. The member and principal shall sign the statement of results. Should the member refuse to sign, the principal shall so note this on the statement and then file the

results in the member's personnel file. The member's signature on the statement does not necessarily indicate approval or disapproval.

G. Teaching Conditions

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

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

2. Student Day/Member Workday

- a. The student day shall start no less than five minutes after the start of the member workday and end no less than 15 minutes before the end of the member workday.
- b. Time worked outside of a bargaining unit member's normally scheduled workday for assigned supervisory duties will be exchanged for equal time off outside of the student day within 10 school days.
- c. Should any building close, the relevant contract provision dealing with the student day at the closed building shall be considered void, and the contract provision for the building to which the bargaining unit members were assigned after the closure shall apply.

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

4. Instructional Materials and Supplies

Within the constraints of the district budget, the Board will allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books,

instructional materials, supplies and equipment of sufficient quality and quantity to enable members to fulfill their teaching responsibilities in an adequate and professional manner both during the regular school year and in summer school programs.

5. Classroom Environmental Conditions

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

6. Notification of Deficiencies

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

H. Curriculum Committee

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

I. In-service Planning

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

J. Retention of Substitute Teachers/Friday-Saturday School

1. The Board shall retain a substitute teacher for any member on leave from professional duties or when absent from their class while on official school business. If a member is deprived of his/her contractual and/or statutory minimum prep time, because he/she was asked by an administrator to cover another member's class and voluntarily accepts that offer, the member covering the class shall receive the equivalent of the hourly rate of BA, Step 0, as compensation for the preparation time lost below minimum guarantees. This provision is intended to include

elementary teachers who assume the responsibilities of the art, music, and physical education teachers when no regular substitute is available.

2. When a bargaining unit member covers and assumes the responsibilities of Friday-Saturday school, they shall be compensated at the hourly rate of BA, Step 0.

K. Preparation Time

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

1. Elementary Teachers

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

2. Secondary Teachers (7-12)

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

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

L. Local Professional Development Committee

1. A Local Professional Development Committee (LPDC) shall be established under the following guidelines.
2. There shall be a Local Professional Development Committee (LPDC) consisting of seven (7) members who are employees of the Loudonville-Perrysville Board of Education. Four (4) of the members shall be members of the bargaining unit and shall be appointed by the president of the Loudonville-Perrysville Education Association. Three (3) shall be appointed by the Superintendent of schools.

Initial terms of bargaining unit members shall be two (2) members appointed for terms of three (3) years and two (2) members appointed for a term of two (2) years. Non-bargaining unit members will be appointed by the Superintendent, with two (2) LPDC members appointed for a term of three (3) years and one (1) member appointed for a term of two (2) years.

Vacancies shall be filled in the manner of original appointment.

A quorum of the LPDC consists of no less than three (3) members appointed by the Association and two (2) members appointed by the Superintendent.

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

3. If an administrative team member must appear before the committee, the voting committee will be reduced by two LPEA appointees to a total of five (5) voting members. The administrative applicant must request this reduction in writing.
4. The LPDC shall be responsible for:
 - a. The review and approval of individual professional development plans (IPDPs) of all district certificated/licensed employees;
 - b. The review and approval of all college credit, CEUs, or other equivalent activities;
 - c. The review of its own activities, procedures, and operations;
 - d. Encourage professional development activities, workshops, seminars, or other training sessions;
 - e. The establishment of an appeals process for applicants who object to a decision of the LPDC. Decisions of the LPDC are not grievable.
 - f. The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action and shall be subject to all laws and policies governing the LPDC and all requirements pertaining to the Sunshine Law. Any records created by such subcommittees shall be records of the LPDC.
 - g. The LPDC shall establish its own by-laws and operating procedures in keeping with the laws of the state of Ohio.

5. Compensation

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

M. Mentoring Program

1. All entry-year teachers will participate in a mentoring program.
2. Selection Criteria for Mentors
 - a. The applicant must have a minimum of five (5) consecutive years of teaching experience in the district.

- b. The applicant must be able to demonstrate above average teaching performance.
- c. The applicant must hold a valid teaching certificate/license and must currently be teaching in the same area of certification as the client teacher, "or have taught in said area in the last three years" (whenever possible).

3. Responsibilities

- a. The diagnosing of needs and development of a formative assistance plan for each assigned client teacher. Such plan shall focus on skill enhancement.
- b. No consulting teacher shall participate in any informal or formal evaluation of a client teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a client teacher.
- c. All interaction, written or oral, between the consulting teacher and the client teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the consulting teacher shall constitute grounds for immediate removal from the role as consulting teacher.

N. Resident Educator Program

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

O. Employment of STRS Retirees

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

In no event will the employee qualify for a continuing contract or a multi-year limited contract.

4. Upon employment, the employee will be credited with zero years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
 5. The employee is not eligible to participate in any insurance fringe benefits offered under Article VII of this Agreement unless the employee is precluded by STRS policy from participating in insurance fringe benefits furnished by STRS.
 6. The employee will in no event qualify for tuition reimbursement under Article VII, educational leave under Article III, or severance pay under Article VII, or the Member Emergency Security Program under Article III of this Agreement.
- P. The provisions of this section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE V

CONTRACTS

A. Calendar

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

B. Notification of Employment

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

C. Individual Members' Contracts — Multiple Year

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

1. Continuing (shall not apply to supplemental responsibilities)

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

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

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

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

3. Supplemental Limited Contracts

a. Supplemental Duties Defined

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

b. Filling Supplemental Positions

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

c. Compensation for Supplemental Positions

(1) Compensation for supplemental duties shall be as set forth in this Contract provided that all compensation paid should be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status.

(2) Members shall be paid in accordance with Article VII, Section B (Extra-Curricular Salary Schedule) in this Contract. If the duty is not specified in Section B, is related to the member's regular teaching duties, and causes an extension of the member's normal workday or year, such member shall be paid at his/her per diem amount.

d. Nonrenewal of Supplemental Contracts

Supplemental contracts shall be in writing and include a clear statement of their duration, including the date of termination. At the date of termination, the supplemental contract shall be deemed automatically non-renewed and the Board shall not be required to provide written notice of non-renewal.

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

e. Bargaining Unit Status

The Association reserves the right to represent bargaining unit members who hold supplemental contracts under this Agreement in issues arising out of Article VII(B) of this Agreement, including the right to file grievances.

D. Contract Form(s)

1. Individual Contracts, Regular

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

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

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

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

2. Individual Contracts Supplemental

Supplemental contracts issued to members shall include the following:

- a. Name of member;
- b. Name of the school district;
- c. Duration of contract;
- d. Title of supplemental duty;

- e. The amount of pay;
- f. Signature of the Board president, Board Treasurer, Superintendent, and member

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

E. Personnel Files

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

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

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

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

All items shall be dated when entered into personnel file.

F. Reduction in Force

1. Definition

A reduction in force (RIF) shall have occurred when the Board reduces a bargaining unit position through Board action. A reduction in the number of bargaining unit positions through attrition is not considered a reduction in force subject to the procedures of this Article and shall occur prior to a Reduction in Force.

2. Reasons

A reasonable RIF may occur only for the following reasons:

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

3. Notification

- a. If the Board determines a RIF may occur, the Board shall notify the Association in writing, by May 15 for end of current school year and November 1 for end of first (1st) semester. The notification shall include the reason(s) for the RIF; the position(s) to be reduced; the name(s) of the employees to be affected, the date of Board action to implement the RIF and the effective date of the RIF.
- b. The Board shall develop and provide the Association with a RIF list of potentially affected employees, which shall be based on contract status within areas of certification, license, or entry-level requirements in the sequence identified below.
- c. Within 10 days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

4. Implementation

- a. In determining the position(s) to be reduced, the following sequence shall be used:
 - (1) Full-time or part-time employee(s) shall be laid off within areas of certification/license in the following sequence based on their most recent holistic/summative evaluation rating:
 - (a) Any bargaining unit member who does not have a completed evaluation in the District;
 - (b) Limited contract teachers rated Ineffective;
 - (c) Limited contract teachers rated Developing;
 - (d) Limited contract teachers rated Skilled;
 - (e) Limited contract teachers rated Accomplished;
 - (f) Continuing contract teachers rated Ineffective;
 - (g) Continuing contract teachers rated Developing;
 - (h) Continuing contract teachers rated Skilled;
 - (i) Continuing contract teachers rated Accomplished;

Within each of the items (b) through (i), 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.

- b. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
- c. Layoff shall occur by suspension of contract. The Limited contracts shall be suspended before continuing contracts.
- d. An employee to be laid off due to RIF shall be given 30 days advance written notification prior to the effective date of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

5. Limitations

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

6. Layoff Rights

An employee on layoff status shall have the following rights:

- a. The right to continue receipt of group insurance coverages through COBRA.
- b. The right to retain seniority credit during the period of layoff.
- c. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.
- d. The right to be notified by email of all postings for bargaining unit positions.
- e. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

- f. Recognition of additional certification, licensure, or entry-level requirements earned or reported while on layoff status for recall purposes provided such information is filed with the Employer prior to recall.

7. Recall

- a. Bargaining unit members who are suspended shall be retained on the recall list for 24 months.

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

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

G. Personal Rights (Individual Rights — Due Process)

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

H. Just Cause

After entering his/her eighth (8th) year of employment, no member shall have his/her limited teaching contract non-renewed without "just cause."

I. Employee Discipline

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

No employee shall be subject to discipline except for just cause, commencing with Level 2 (Written Reprimand).

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

- 1. Verbal Warning
- 2. Written Reprimand

3. 1-day Suspension without pay
 4. 3 to 5-day Suspension without pay
 5. Termination pursuant to RC 3319.16 by Board of Education
- The signature of the affected bargaining unit member on the discipline notice shall only indicate acknowledgement and not agreement.

Any written record of disciplinary action will be kept in the employee's active personnel file. Records of verbal warnings and written reprimands may be removed from the personnel file and placed in a separate public file after three (3) years, if requested by the employee, and if no other discipline occurs during that time period. By mutual agreement between the employee and the Superintendent, other discipline records may be removed from the personnel file and placed in a separate public file. Any appeal/challenge to a termination shall be pursuant to R.C. 3319.16 and 3319.161 and not subject to the grievance procedure.

J. Academic Distress

As required by RC 3302.10 (P), the parties incorporate into this agreement the provisions of RC 3301.10 regarding academic distress commissions. RC 3302.10 will have no effect on any provision of this agreement unless the District would meet the requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this agreement intact.

ARTICLE VI

RIGHTS OF THE ASSOCIATION

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

A. Building Use

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

B. Office Machine Use

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

C. Notices/Mail

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

D. Board Meetings

1. The Association president shall be provided advance notification of all, regular and special, Board meetings. Said notice shall include the date, time, and place for the meeting. Notices of special Board meetings shall be given at least 24 hours prior to the meeting unless the meeting is of an emergency nature. In such case, notification shall be made at the earliest possible time prior to the meeting.
2. The Association President shall receive notice of all Board meetings, including special meetings, at the same time that Board members receive such notice. If the meeting minutes, agendas, and public reports provided to the Board are not posted on the BoardDocs site prior to the meeting, those documents will be provided to the Association President prior to the meeting. The Association representative shall be afforded the opportunity to express concerns of the Association during the public participation period at Board meetings.

E. Payroll Deductions

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

notification to the Association president. The Association president shall provide the Treasurer with a modified list of members on continuing payroll deduction for membership in the United Education Profession. Said communication will occur on or before October 15 of each membership year.

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

F. Labor Management Relations Committee (LMRC)

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

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

G. New Members of Bargaining Unit

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

H. Recognition Statement

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

I. Right to Representation

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

J. Professional Work Centers

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

ARTICLE VII

SALARY AND FRINGE BENEFITS

A. Regular Salary

1. Base Pay

Effective July 1, 2021, the base salary shall be \$35,257.00, which shall be applied to the index as stated in Part 3. For the purpose of paying the BA Step 0 rate of \$25.55 per hour for 2021-2022, that rate shall take effect on August 1, 2021.

2. Pay Periods

a. The annual salary due the member will be paid in 24 equal installments, such payments to be made on the 5th and 20th of every month. If the 5th or 20th falls on a Saturday, Sunday or holiday, payment shall be made on the preceding Friday. *Until such time as all employee groups have agreed to 24 pay periods, the District will remain on its 26-pay schedule.

b. The members will have mandatory direct deposit.

c. All members shall receive email direct deposit confirmation.

3. a. Salary Schedule (Effective 7/1/21 - 6/30/22)

SALARY SCHEDULE 2021-2022

Step	BA	BA+15	BA+150	MA	MA+15
0	35,257	36,667	37,478	39,981	40,898
1	37,372	38,077	38,994	41,515	42,573
2	38,782	39,488	40,510	43,048	44,247
3	40,193	40,908	42,026	44,582	45,922
4	41,603	42,340	43,542	46,116	47,597
5	43,013	43,771	45,058	47,773	49,324
6	44,424	45,199	46,574	49,536	51,193
7	45,834	46,627	48,090	51,158	53,061
8	47,244	48,055	49,606	52,850	54,926
9	48,654	49,483	51,122	54,542	56,799
10	50,065	50,911	52,638	56,235	58,667
11	51,475	52,339	54,154	57,927	60,536
12	52,885	53,767	55,670	59,616	62,404
13	54,295	55,194	57,186	61,311	64,270
14	55,706	56,622	58,702	63,004	66,138
16	55,706	56,622	58,702	64,661	68,007
18	55,706	56,622	60,219	66,388	69,875
20	57,116	58,050	61,735	68,081	71,744
21	58,526	59,478	63,251	69,773	73,613
22	58,526	59,478	63,251	69,773	73,613
23	58,526	59,478	63,251	69,773	73,613
24	58,526	59,478	63,251	69,773	73,613
25	59,936	60,906	64,767	71,148	75,481

b. Salary Schedule Index

SALARY INDEX 2021-2022

Step	BA	BA+15	BA+150	MA	MA+15
0	1.0000	1.0400	1.0630	1.1340	1.1600
1	1.0600	1.0800	1.1060	1.1775	1.2075
2	1.1000	1.1200	1.1490	1.2210	1.2550
3	1.1400	1.1603	1.1920	1.2645	1.3025
4	1.1800	1.2009	1.2350	1.3080	1.3500
5	1.2200	1.2415	1.2780	1.3550	1.3990
6	1.2600	1.2820	1.3210	1.4050	1.4520
7	1.3000	1.3225	1.3640	1.4510	1.5050
8	1.3400	1.3630	1.4070	1.4990	1.5579
9	1.3800	1.4035	1.4500	1.5470	1.6110
10	1.4200	1.4440	1.4930	1.5950	1.6640
11	1.4600	1.4845	1.5360	1.6430	1.7170
12	1.5000	1.5250	1.5790	1.6909	1.7700
13	1.5400	1.5655	1.6220	1.7390	1.8229
14	1.5800	1.6060	1.6650	1.7870	1.8759
16	1.5800	1.6060	1.6650	1.8340	1.9289
18	1.5800	1.6060	1.7080	1.8830	1.9819
20	1.6200	1.6465	1.7510	1.9310	2.0349
21	1.6600	1.6870	1.7940	1.9790	2.0879
22	1.6600	1.6870	1.7940	1.9790	2.0879
23	1.6600	1.6870	1.7940	1.9790	2.0879
24	1.6600	1.6870	1.7940	1.9790	2.0879
25	1.7000	1.7275	1.8370	2.0180	2.1409

4. Provisions Related to Salary

a. Severance Pay

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

Severance pay shall not exceed one-fourth (1/4) of his/her accrued, but unused, sick leave, not to exceed a maximum of 65 days at the time of retirement or the average of three years whichever is greater.

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

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

b. Summer School

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

c. Mileage

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

d. STRS Pick-up

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

- (1) The amount to be picked up and paid on behalf of each member shall be the current statutory rate of the member's compensation. The

member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

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

e. Staff Development

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

f. Tuition Reimbursement

The Board shall appropriate \$32,500.00 in each year of this contract for the purposes of tuition reimbursement and for the cost of administering the Third Grade Reading Guarantee Test as listed below:

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

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

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

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

g. Payroll Deductions

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

h. BCI Checks

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

B. Extra-Curricular Salary Schedule

1. Any member performing duties listed in the supplemental pay schedule shall receive the indicated compensation for that responsibility and shall be issued a contract for said responsibility.
2. The wages, hours, and other terms and condition(s) of employment for activities added between negotiation periods shall be determined with mutual consent of the Association Executive Committee and the Board and shall be in accordance with the provisions of the contract.
3. Period of assignment of additional duty shall appear on the supplemental limited contract.

4. Contracts for supplemental responsibilities are limited contracts and as such encompass the same terms and conditions of employment as are specified in Article V, Section C (3) and this section.
5. Percentages stated in the supplemental pay schedule are to be applied to the salary BA-1 step of the regular member salary schedule.
6. All extra-curricular salaries will be paid the first payroll of the next month following completion of the activity.
7. If by June 1, a determination is made to have a musical performance in the spring of the following school year, the Vocal Director (Musical) and Instrumental Director (Musical) supplemental contracts shall apply.
8.
 - a. A sport's season Start Date is that established by the Ohio High School Athletic Association. The Start Date of the season for Marching Band and the Flag Corp is the first day of band camp as established by the District's calendar.
 - b. The Training Period shall be the two months prior to the sport's Start Date.
 - c. Any coach holding an athletic supplemental contract who conducts skills training sessions during the Training Period will receive the following percentage of their athletic supplemental contract for skills training organization and preparation if the season is cancelled prior to its Start Date:
 - i. 1-14 days of training: 20% of contract
 - ii. 15+ days of training: 25% of contract
 - iii. Marching Band: 25% up to and including band camp
 - d. Coaches shall document the dates and times that they run training sessions and submit this documentation to the Athletic Director by the sport's Start Date.
 - e. Coaches who do not run skills training during their sport's Training Period will not receive any portion of their athletic supplemental contract if the season is cancelled prior to its Start Date.
 - f. If the coach's sports season and practices never commence, then the coach will not receive any pay for the season beyond that specified in Section (c) above.
 - g. If practices begin for the sport's season but no games are played, then the coach(es) for those sports will earn 50% of their athletic supplemental contracts (excluding Marching Band as addressed above.)

- h. If at least the first game of the season is played, the coach shall earn an additional 25% portion of their athletic supplemental contract.
 - i. If the first game of the second half of the season (as determined by the Athletic Director) is played, the coach shall earn the remaining 25% portion of their athletic supplemental contract.
- 9. For non-athletic year-long supplemental activities, the season shall be the academic calendar. If an advisor is unable to complete the season, then he/she will receive a pro-rated portion of the supplemental pay based on the percentage of the season that was completed.
- 10. All coaching supplements will be paid out at the conclusion of the season.
- 11. Pursuant to the Ohio Revised Code, all coaches must possess all required credentials for coaching and be in good standing with those credentials prior to supervising/coaching students.

12. Extra-Curricular Salary Schedule

COACHING	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>6TH YEAR</u>	<u>10TH YEAR</u>
A. FOOTBALL					
Head High School	13.6	15.1	16.4	18	20
Assistant High School (4)	7.7	8.4	9.1	---	---
Freshmen (2)	7.7	8.4	9.1	---	---
Head Junior High	6.0	6.6	7.4	---	---
Assistant Junior High	5.0	5.7	6.4	---	---
Elementary Flag (1)	2.7	3.0	3.3	---	---
B. BASKETBALL (BOYS/GIRLS 1 each)					
Head High School (2)	13.6	15.1	16.4	18	20
Assistant High School (4)	7.7	8.4	9.1	---	---
Freshmen (2)	7.7	8.4	9.1	---	---
7th Junior High (2)	6.0	6.6	7.4	---	---
8th Junior High (2)	6.0	6.6	7.4	---	---
Elementary (2)	3.7	4.1	4.4	---	---
C. VOLLEYBALL					
Head High School	13.6	15.1	16.4	18	20
Assistant High School	7.7	8.4	9.1	---	---
7th Junior High	6.0	6.6	7.4	---	---
8th Junior High	6.0	6.6	7.4	---	---
Freshman Coach*	6.0	6.6	7.4	---	---
D. WRESTLING					
Head High School	13.6	15.1	16.4	18	20
Assistant High School (2)*	7.7	8.4	9.1	---	---
Junior High School	6.0	6.6	7.4	---	---
Elementary	3.7	4.1	4.4	---	---
E. BASEBALL					
Head High School	7.7	8.4	9.1	12	14
Assistant High School (2)*	5.5	6.3	7.2	---	---
F. SOFTBALL					
Head High School	7.7	8.4	9.1	12	14
Assistant High School (2)*	5.5	6.3	7.2	---	---
G. TRACK (BOYS/GIRLS 1 Each) Head					
High School (2)	7.7	8.4	9.1	---	---
Assistant High School (2)	5.5	6.3	7.2	---	---
Junior High School (2)	6.0	6.6	7.4	---	---
H. GOLF					
Head High School	5.5	6.3	7.2	---	---

COACHING	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>6TH YEAR</u>	<u>10TH YEAR</u>
I. CROSS COUNTRY					
Head High School	7.7	8.4	9.1		
Assistant High School	5.5	6.3	7.2		
**Junior High School	5.5	6.3	7.2		
J. WEIGHT TRAINING AND INSTRUCTION (10 weeks)					
Fall	3.4	3.6	3.8		
Winter	3.4	3.6	3.8		
Spring	3.4	3.6	3.8		
Summer (Boys/Girls — 1 each)	3.4	3.6	3.8		
K. CHEERLEADING					
Head High School Football	4.6	5.2	5.8	6.8	8
Head High School Basketball	4.6	5.2	5.8	---	---
Assistant High School Football	1.2	1.35	1.5	---	---
Assistant High School Basketball	1.2	1.35	1.5	---	---
Junior High School Football	2.0	2.25	2.5	---	---
Junior High School Basketball	2.0	2.25	2.5	---	---
L. DRILL TEAM					
High School	1.7	2.4	3.0		
M. Soccer (BOYS/GIRLS 1 each)					
Head High School	7.7	8.4	9.1	12	14
Assistant High School*	5.5	6.3	7.2	---	---
N. Swim Team					
High School	1.7	2.4	3.0		
DIRECTORS/ADVISORS/EXTRA-CURRICULAR ACTIVITIES					
MUSIC/BAND DEPARTMENT					
	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>6TH YEAR</u>	<u>10TH YEAR</u>
Band	8.0	9.3	10.6	12	14
Assistant Band	3.6	4.1	4.7	---	---
Pep Band	2.7	3.0	3.3	---	---
Flag Corps	2.8	3.4	4.0	---	---
Vocal Music 7-12	6.65	7.4	8.85	10	12
Vocal Music 1-6	2.55	3.0	3.4	---	---
ACADEMIC ORGANIZATIONS/COMPETITION					
National Honor Society High School	2.0	2.25	2.5		
Academic Challenge High School	5.3	5.9	7.2		
Academic Challenge Junior High	2.0	2.25	2.5		
Science Fair-8th Grade	2.0	2.25	2.5		
Science Fair-7th Grade	2.0	2.25	2.5		
Power of the Pen 7	2.0	2.25	2.5		
Power of the Pen 8	2.0	2.25	2.5		

	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>6TH YEAR</u>	<u>10TH YEAR</u>
STUDENT PUBLICATIONS/PRODUCTIONS					
Annual High School	3.7	4.7	5.3	---	---
Yearbook/Annual Junior High School	3.0	3.8	4.6	---	---
Newspaper	3.7	4.7	5.3	---	---
Drama Club High School (Fall production)	3.5	4.5	5.0	5.5	7
Drama Club High School (Spring production)	3.5	4.5	5.0	5.5	7
Drama Club Junior High School	2.7	3.0	3.3	---	---
Prom Chair/Decorate	1.9	3.0	4.0	---	---
Homecoming Chair/Decorate	1.9	3.0	4.0	---	---
Vocal Director (Musical)	2.0	2.25	2.5	---	---
Instrumental Director (Musical)	2.0	2.25	2.5	---	---
SERVICE ORGANIZATIONS					
Student Council High School	1.5	1.75	2.0		
Student Council Junior High School	1.5	1.75	2.0		
Student Council Elementary	\$225				
Leo Club	1.5	1.75	2.0		
Jr. High Art Club	1.5	1.75	2.0		
CEC Adviser	1.5	1.75	2.0		

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

OTHER

Mentor Teacher (1-year program for veteran Teachers)	\$250 per teacher mentored
Resident Educator Mentors (4-year program)	Year 1: \$1,000; Year 2: \$750 Year 3: \$250; Year 4: \$250
Lead Mentor Teacher	\$200
Senior Class Advisor	\$200
PBIS Team Leader	\$200 (each)
Right to Read Week Leader at McMullen	\$150
Science Closet Coordinator at McMullen	\$150
Site Manager — Fall	\$800
Site Manager — Winter	\$500

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

C. Insurance

1. Health Insurance

(Hospital/Surgical/Major Medical/Prescription, Drug/Vision/Oral Contraceptive)

- a. There shall be health insurance coverage (Hospital/Surgical/Major Medical/Prescription Drug/Vision/Oral Contraceptive) for each member, now or hereinafter employed, and his/her eligible dependents.
- b. The employee share of health insurance premiums will be 15.0%.
- c. For part-time employees, the employee share of premiums shall be:

Single plan:

For employees working more than 15 hours per week, the employee share of health insurance premiums will be 15.0%.

Family plan:

30 or more contracted hours/week = 15.0% employee paid
18.8 - 29.99 hours/week = 25% employee paid
15.01 - 18.79 hours/week = 50% employee paid
15 hours/week or less = not eligible

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

Network Deductible - \$150/\$300
Non-Network Deductible - \$300/\$600
Network Co-Insurance moves to 20%
Non-Network Co-Insurance moves to 40%
(No change for office visit and urgent care co-pays)

Network Out of Pocket Max - \$2,000/\$4,000 Non-Network Out of Pocket Max - \$4,000/\$8,000

Prescription Drugs Co-pay

	30 Day	90 Day Mail Order
Generic	\$15	\$25
Preferred	\$25	\$45
Non-Preferred	\$35	\$65

- e. Flexible Spending Accounts (FSA) shall be established by the Board of Education for all members who opt to enroll in the health insurance plan. The Board will seed each member's FSA account with \$350. The FSA plan shall meet all requirements of the Internal Revenue Code and federal law.
- f. Members shall have the option not to enroll in the health insurance (including Hospital/Surgical/Major Medical/Prescription/Drug Vision/Oral Contraceptives). Members who opt not to enroll in all parts of the health insurance plan will receive an annual payment of \$1,500. The payment will be made through the District's 125 plan. The District's 125 plan document shall include provisions for the payment of this benefit so that it does not impact the tax status of the health insurance premiums paid on behalf of actively participating employees. Members must notify the Treasurer in writing of his/her intentions by October 1 each year. Members who choose to take this option will be paid in a yearly one-lump sum by the second pay in October of the following year

2. Dental Insurance

- a. The Board shall provide dental insurance coverage for each full-time member, now or hereinafter employed, and his/her eligible dependents.
- b. The employee share of dental insurance premiums will be 15.0%.

3. Life Insurance

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

4. General Provisions

a. Copies of Benefit Contract

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

b. Copies of Benefit Descriptions

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

c. Benefit Description for New Members

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

d. Copies of Improvements in Existing Benefits

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

5. Insurance Committee

1. The Board and the LPEA agree to establish an ongoing insurance committee to review all aspects of the current health insurance coverage.
2. The committee will be comprised of:
 - a. Two (2) representatives of the LPEA (to be appointed by the LPEA);
 - b. Two (2) representatives of the classified staff bargaining unit, selected by OAPSE;
 - c. Four (4) representatives of the Board.
3. Goals of the committee shall be:
 - a. To review the current health insurance plan.
 - b. To research and understand the benefits of the provider.
 - c. To investigate alternative schedules of benefits, including co-pays, deductibles, and benefit levels in order to control costs.
 - d. Nothing in this section will prevent either party from making proposals during negotiations.

**ARTICLE VIII
EFFECTS AND DURATION OF CONTRACT**

A. Effects of Contract

The term of this Contract shall be 1 year.

B. Personnel Policies and Practices

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

C. Amendment Procedure

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

D. Copies of Contract

Within 60 days after this Contract is signed, and whenever subsequent revision(s) or amendments are made, ten (10) copies shall be printed at the Board's expense and distributed to the Association. Each member shall receive a copy upon employment.

E. Severability

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

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

F. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining. Both parties agree that during the life of the Agreement neither party is obligated to negotiate on any matter contained in this Agreement.

All prior negotiated agreements and practices not contained herein shall not be binding upon the parties.

G. Term of Contract

The articles of this Contract shall become effective as of 12:01 a.m., July 1, 2021 following the ratification by both parties and the written execution thereof. This Agreement is made and entered into at Loudonville, Ohio, on this 30th day of May, 2021 by and between the Board and the Association.

H. Agreement

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

The Loudonville-Perrysville Exempted
Village Board of Education

Loudonville-Perrysville Education
Association

By _____ Date _____
President

By _____ Date _____
President

By _____ Date _____
Treasurer

By _____ Date _____
Negotiations Chair

By _____ Date _____
Superintendent

By _____ Date _____
Negotiations Team Member

Appendix A – Article II

GRIEVANCE FORM

Name of Member: _____

School: _____

Persons involved in the grievance situation: _____

Date on which grievance incident occurred: _____

Section of negotiated Agreement covering the situation: _____

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

Redress or solution being sought:

Date

Signature of Grievant

Appendix B – Article III
PERSONAL LEAVE FORM

Our present Contract states the following on personal leave:

A member may be absent from duty without loss of pay for three days during a school year. Except in emergencies, a written notice of intended absence shall be submitted to the principal or immediate supervisor at least 48 hours prior to the expected absence.

Except in emergencies, personal leave will not be granted on in-service days, the day before or the day after a holiday, vacation, in-service day, during state testing (for those teachers assigned duties), or during the first week and last week of school. No more than 8 members may be absent on any one day on a first-come, first-approved basis.

Please submit this form if you wish to take a personal day.

_____ Signature of Member	_____ Date
------------------------------	---------------

_____ Signature of Principal/Supervisor	_____ Date
--	---------------

_____ Signature of Superintendent	_____ Date
--------------------------------------	---------------

_____ Date Requested for Personal Leave	_____ 1/2 day	_____ Whole day
---	------------------	--------------------

Appendix C – Article III

REQUEST FOR APPROVAL OF PROFESSIONAL MEETINGS AND TRIPS

Name: _____ School: _____

Title of Meeting, Workshop or Conference: _____

Location: _____ Dates _____

Reason for Attending: _____

List school days that you will miss: _____

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

Number of days already missed for these conferences: _____

COST OF CONFERENCE

Registration (receipt required): _____ Lodging: _____

Meals: _____ Other (specify): _____

Travel: _____

(Current IRS rate for automobile) _____

TOTAL REIMBURSEMENT: \$ _____

(receipts required where possible)

OTHER COMMENTS

Signature of Member

Date

Signature of Principal or Supervisor

Date

Signature of Superintendent

Date

H. Professional Meetings and Trips

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

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

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

5. Reimbursement Allocations

When professional leave is approved the following reimbursements shall apply:

- a. Lodging: A maximum of \$100 per night
- b. Meals: \$30.00 per day maximum
- c. Mileage: at the current IRS rate, up to a radius of 750 miles
 - (1) May substitute receipted air or surface transportation bills within limit
 - (2) Parking reimbursed at the daily actual cost
- d. Registration fee (receipt required)
- e. Miscellaneous expenses (receipts where possible)
- f. Reimbursement cut-off will be 10 workdays after return.

Appendix D – Article VIII

TRAVEL REPORT

Month of _____, 20_____

Day	Destination	Purpose of Trip	Miles

TOTAL MILES _____

Total miles _____ X current IRS rate equals amount due \$_____

Person requesting reimbursement: _____

Superintendent's Signature: _____
(Revised 6/04)

Appendix E – Article III

APPLICATION FOR LEAVE OF ABSENCE

Name: _____ Date: _____

School or Department: _____

I hereby request a Leave of Absence without pay beginning _____ and
(Month — Day — Year)

ending _____ for the reason checked below:
(Month — Day — Year)

_____ Illness*

_____ Professional Educational Study*

_____ Other Disability*

_____ Personal Reasons*

_____ Child Rearing*

_____ Other (please specify)

_____ Military*

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

Other required information: _____

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

Applicant's Signature

Superintendent
(per Board of Education resolution)

_____ Approved _____ Disapproved

Appendix F – Article III
EMERGENCY SECURITY PROGRAM
(Sick Leave Pool)
DONATION AND APPLICATION FORM

Name: _____ Date: _____

School: _____ Social Security No.: _____

DONATION:

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

Signature of Donator

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

APPLICATION:

_____ New Application _____ Renewal Application

Reason(s) for Making Application: _____

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

Name and address of attending physician(s): _____

Expected date of return to work: _____

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

Signature of Applicant

Appendix G – Article VII

TUITION REIMBURSEMENT - FORM A

(Submit Before Taking Courses)

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

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

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

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

Date: _____

Name: _____ Building: _____

College/University: _____

Name of Course: _____

Date of Course: _____ # of *semester* hours: _____

Brief Description of Course: _____

*Reason for Taking Course: _____

OFFICE USE ONLY:

_____ This course qualifies for the tuition reimbursement program.

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

Explanation: _____

_____ Date

_____ Superintendent

Appendix G — Article VII

TUITION REIMBURSEMENT - FORM B

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

Name: _____ Building: _____

College/University: _____

Name of Course: _____

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

Date Completed: _____
(Attach grades or transcript)

Date Signature

OFFICE USE ONLY

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

Total Amount Reimbursed: \$ _____.

Appendix H – Article VII

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

PRE-APPROVAL

Name: _____ School: _____

Check one or both of the following:

BCI _____ FBI _____

Signature of Employee: _____ Date: _____

Signature of Principal: _____ Date: _____

Signature of Superintendent: _____ Date: _____

REIMBURSEMENT

BCI: \$ _____ (attach receipt)

FBI: \$ _____ (attach receipt)

Total Reimbursement requested: \$ _____

NOTE: Total reimbursement shall not exceed \$57.00.

(May 2008)