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EMPLOYMENT
APPEALS BOARD

MASTER AGREEMENT

BETWEEN THE

SOUTH CENTRAL BOARD OF
EDUCATION

AND THE

SOUTH CENTRAL EDUCATORS
ASSOCIATION

EFFECTIVE

JULY 1, 2012

TO

JUNE 30, 2014

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	PREAMBLE 1
ARTICLE II	DEFINITIONS 1
ARTICLE III	INDIVIDUAL AND ORGANIZATIONAL RIGHTS 2
ARTICLE IV	RECOGNITION 4
ARTICLE V	BARGAINING PROCEDURES 4
ARTICLE VI	AGREEMENT CLAUSE 5
ARTICLE VII	GRIEVANCE PROCEDURE 5
ARTICLE VIII	SALARY SCHEDULES & SUPPLEMENTAL DUTY SALARY SCHEDULES 8
ARTICLE IX	STRS TAX SHELTER 10
ARTICLE X	REIMBURSEMENT FOR CREDIT 10
ARTICLE XI	RETIREMENT SEVERANCE PAY 11
ARTICLE XII	CONFERENCE PERIOD/WORK DAY 12
ARTICLE XIII	CALENDAR 12
ARTICLE XIV	INSURANCE PROGRAM 13
ARTICLE XV	LIABILITY INSURANCE 18
ARTICLE XVI	SICK LEAVE/BEREAVEMENT LEAVE 18
ARTICLE XVII	ABSENCE OTHER THAN SICK DAYS 20
ARTICLE XVIII	FAMILY AND MEDICAL LEAVE ACT 21
ARTICLE XIX	TEACHER EVALUATION 22
ARTICLE XX	NON-RENEWAL 23
ARTICLE XXI	PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL 24
ARTICLE XXII	REDUCTION IN FORCE 25
ARTICLE XXIII	CONTRACTS AND SALARY NOTICES 26
ARTICLE XXIV	VACANCIES 27
ARTICLE XXV	LABOR/MANAGEMENT COMMITTEE 27
ARTICLE XXVI	DRUG-FREE WORKPLACE 27

	<u>PAGE</u>
ARTICLE XXVII	ACADEMIC FREEDOM..... 27
ARTICLE XXVIII	BUILDING ADVISORY COMMITTEES 28
ARTICLE XXIX	STUDENT DISCIPLINE/TEACHER PROTECTION..... 28
ARTICLE XXX	CONFLICT OF LAW..... 28
ARTICLE XXXI	INTERACTIVE DISTANCE LEARNING 29
ARTICLE XXXII	CLASS SIZE 29
ARTICLE XXXIII	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 29
ARTICLE XXXIV	ENTRY YEAR PROGRAM 30
ARTICLE XXXV	PERSONNEL FILE 32
ARTICLE XXXVI	DURATION OF AGREEMENT 33
APPENDIX A	GRIEVANCE FORM..... 34
APPENDIX B-1	2010-11 SALARY SCHEDULE..... 37
APPENDIX B-2	2011-12 SALARY SCHEDULE..... 38
APPENDIX C	SUPPLEMENTAL DUTY SALARY SCHEDULE..... 39
APPENDIX D	TEACHER EVALUATION FORM 40
APPENDIX E	REQUEST FOR PAYMENT IN LIEU OF PARTICIPATION 42
APPENDIX F	APPLICATION FOR LEAVE FORM..... 43

ARTICLE I

PREAMBLE

This agreement, made and entered into by and between the South Central Board of Education, of Greenwich, Ohio, hereinafter referred to as the "Board" and the South Central Educators' Association, hereinafter referred to as the "Association".

ARTICLE II

DEFINITIONS

SECTION 1 -- BOARD

The Board is recognized as the locally elected body charged with the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by existing and revised laws of the State of Ohio.

SECTION 2 -- SUPERINTENDENT

The Superintendent is recognized as the executive officer of the School District and the chief advisor of the Board. The Superintendent and his staff have the responsibility of carrying out Board established policies.

SECTION 3 -- INSTRUCTIONAL STAFF

Instructional Staff includes all professional, nonsupervisory personnel (as certified by the State Employment Relations Board), both full and part-time whether under contract, either verbal or written, on sick leave and/or maternity leave from the District, or on a per diem or hourly rate basis, employed by the District performing any work currently being performed by teachers including classroom teachers K-12, special, vocational, and substitutes in the same position for at least sixty (60) days, guidance counselors, librarians, Title I, Athletic Directors who are otherwise covered under this clause, and L.D. tutors.

Hereinafter, the word Teacher means any member of the bargaining unit.

SECTION 4 -- PROFESSIONAL NEGOTIATIONS

Professional Negotiations shall mean conferring, discussing, and negotiating in good faith by the Board and/or the Administration and the Association in an effort to reach agreement with respect to matters of concern to the Board and to the Association.

SECTION 5 -- GOOD FAITH

Good Faith involves coming to the negotiation table with the intention of negotiating. Good Faith requires that the Board and/or the Administration and the Association be willing to react to each other's proposals. Good Faith requires the parties to recognize negotiations as a shared process. The obligation of the Board and/or the Administration and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

SECTION 6 -- SCHOOL - ADMINISTRATION - TEACHER -- BUILDING REPRESENTATIVE

When used in this procedure, School shall mean any work location or functional division or group; Administration shall mean the Superintendent and/or his designated representatives; Principal shall mean the administrator of any work location or functional division or group; Teacher shall mean any certificated personnel.

Building Representative shall mean the agent of the Association in any work location or functional division or group; Association Designee shall mean any person assigned by the Association to handle a particular case. The singular shall include the plural. The masculine shall include the feminine.

SECTION 7 – IMMEDIATE FAMILY

Immediate Family includes: husband, wife, son, daughter, father, mother, sister, brother, in-laws, grandparents, grandchildren, other persons who have assumed similar positions regardless of residence and/or persons residing in the immediate household.

ARTICLE III

INDIVIDUAL AND ORGANIZATIONAL RIGHTS

SECTION 1 – TEACHERS' RIGHTS

Except for the requirements set forth in Article III, Section 6, teachers have the right to join or to refrain from joining any organization for their professional or economic improvement and advancement of the public education.

SECTION 2 – REPRISAL

No reprisal of any kind shall be taken by or against any participant in negotiations with the Administration and/or Board by reason of such participation.

SECTION 3 – DUES CHECK OFF

Teachers may have payments in accordance with such written authorization as to deductions of same as is executed by each employee and delivered to the Treasurer of the Board for professional dues deducted in twenty (20) equal payments commencing with the first pay in October. The Board Treasurer will issue a warrant to the SCEA Treasurer for the amount of dues deducted after each pay period. The Association will hold the Board and Association Members safe and harmless and will indemnify the Board and the Association Members against any and all loss, claims, demands, suits, orders or judgments brought or issued, or other forms of liability as shall arise out of or by reason of action taken or not taken by the Board or the Association Members or that the Board or the Association Members may sustain under this Article or any findings for wrongful disbursements of any state or federal agency.

In addition, teachers may authorize payroll deductions for EPAC (Educators Political Action Committee) under the same terms and conditions as outlined above.

SECTION 4 -- ORGANIZATIONAL RIGHTS

- a) The Association shall have the right to use the facilities of any building for meetings upon notification of the building administrator. The building administrator will approve use of the facility provided such use does not interfere with any previously scheduled activity in the building.
- b) The Association shall have the use of school faculty lounge bulletin boards, email, telephone, fax, computer, and copy equipment.
- c) The Association shall have the right to make organizational announcements in faculty meetings; use of public address system and faculty bulletins to teachers and staff as provided.
- d) The Association shall receive advance notice of all Board meetings and a copy of the agenda for each meeting.
- e) Upon written notification, copies of all financial reports which are routinely provided to the Board of Education shall be provided to the Association president or designee.

SECTION 5 -- SAFE AND HARMLESS

The Association will hold the Board and Association Members safe and harmless and will indemnify the Board and the Association Members against any and all loss, claims, demands, suits, order, or judgments brought or issued, or other form of liability as shall arise out of or by reason of action taken or not taken by the Board or the Association Members or that the Board or the Association Members may sustain under this Article or any findings for wrongful disbursements of any state or federal agency.

SECTION 6 -- FAIR SHARE FEE

The South Central Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the SCEA/NCOEA/OEA/NEA, hereinafter referred to as fair share fee, from the pay of all bargaining members who elect not to become members of the Association or who elect not to remain members.

Payroll deduction of such fair share fees shall begin with the first pay in October except that no deductions shall be made for newly-hired bargaining unit members until their second paycheck, which period shall be the required probationary period for newly-employed bargaining unit members. Such deductions shall continue through the remaining number of payroll periods for the current contract year.

Fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual association membership dues less the amount previously paid through payroll deduction.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to annually notify all non-members of their right to become members of the Association during the month of September and to notify the Treasurer of the Board of all employees who elect not to become members of the Association.

The Association shall indemnify the Board for any costs associated with the Board's good faith compliance with the fair share fee provisions of this contract. This shall include any litigation costs. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interest. There shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

The above fair share fee provision shall be an exclusive right of the SCEA and not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE IV

RECOGNITION

The South Central Board of Education, hereinafter the "Board", hereby recognizes the South Central Educators Association OEA/NEA-Local, hereafter the "Association", as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board), both full and part-time whether under contract, either verbal or written, on sick leave and/or maternity leave, or on a per diem or hourly rate basis, employed by the District performing any work currently being performed by teachers including classroom teachers K-12, special, vocational, and substitutes in the same position for at least sixty (60) days, guidance counselors, librarians, athletic directors who are otherwise covered under this clause, and L.D. tutors. Re-employed retirees shall be members of the bargaining unit. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit.

ARTICLE V

BARGAINING PROCEDURES

SECTION 1 -- BARGAINING TEAM

The Board and the Association shall each designate a bargaining team of up to six (6) members. All bargaining shall be conducted exclusively between the teams.

SECTION 2 -- INITIAL NEGOTIATION PROCEDURE

Either party may notify the other of a desire to commence bargaining on a successor agreement. Such notification shall occur no later than the first day of March in the year in which the contract expires. Within fifteen (15) days of such notice, representatives of the parties shall establish a date for the initial bargaining session. At the initial meeting each party shall submit in writing its proposals for negotiations. Thereafter, neither party shall be permitted to submit additional items for negotiations without the consent of the other party.

SECTION 3 -- TIME LIMITS

Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.

Bargaining sessions will last from one (1) to three (3) hours.

These limits may be modified by mutual agreement.

SECTION 4 -- WRITTEN REQUEST

Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

SECTION 5 -- STATEMENT TO MEDIA

Negotiation sessions are closed to the public and there shall be no statements or release made to the news media while negotiations are in session. Should negotiations result in impasse, only joint news releases and statements (initialed by a representative from the Board's team and a representative from the SCEA's team) may be issued.

SECTION 6 -- TENTATIVE AGREEMENT

The bargaining teams shall have the authority to indicate tentative agreement pending final approval by

the Board and the Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Board and the Association for approval. Following approval by both parties, the agreement shall be binding on both parties.

SECTION 7 – RESOLVING DIFFERENCES

If agreement is not reached after negotiations have taken place for sixty (60) calendar days (unless a later date is mutually agreed to), the parties shall jointly request the appointment of a mediator from the staff of the Federal Mediation and Conciliation Service. The mediator shall meet with the representatives of the parties either jointly or separately, and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

The period of mediation shall last for a maximum of twenty-five (25) days or until the expiration of the contract, whichever is later, unless an extension of time is agreed to by both parties. Should the parties be unable to reach agreement as the result of this mediation process, the impasse provisions of this collective bargaining agreement shall be deemed exhausted.

The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in ORC 4117.14. The parties further agree that this mediation process shall be utilized for bargaining leading to a successor contract as well as for any in-term bargaining which may occur during the life of the Collective Bargaining Agreement between the parties.

ARTICLE VI

AGREEMENT CLAUSE

This is the entire agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1 – DEFINITION

- A. A grievance shall be defined as a violation, misinterpretation or misapplication of any provision of the current negotiated agreement.
- B. The term days as used herein shall mean days on which school is in session.
- C. Grievant shall be defined as a teacher, group of teachers, or the Association who believes a grievance has occurred.

SECTION 2 – PURPOSE

- A. The purpose of this procedure is to secure, at the lowest possible administration level, equitable solution to grievances which may from time to time arise.

- B. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement, and that the Association has been given the opportunity to be present at such an adjustment.

SECTION 3 – GRIEVANCE FORMS

- A. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants, and the Association.
 - 2. It shall be specific.
 - 3. It shall include a statement of grievance.
 - 4. It shall contain a synopsis of the facts giving rise to the alleged violation (misapplication or misinterpretation.)
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- B. The time limits provided in this Article shall be strictly adhered to but may be extended by written agreement of those parties involved.
- C. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.
- D. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

SECTION 4 – STEP I

In the event that a teacher believes there is a basis for a grievance, he/she shall discuss (either personally or accompanied by his Association representative(s) or OEA representative) the alleged grievance with his/her immediate supervisor or the administrator directly involved. The administrator shall have the same rights of representation.

For any grievance which applies to teachers in more than one (1) building, or which is the result of actions of the Superintendent, the immediate supervisor shall be the Superintendent, and Section 6–Step III shall be omitted.

SECTION 5 – STEP II

- A. If, as a result of the informal discussion (see Step I), a grievance still exists, the grievant may submit to his/her immediate supervisor a completed Grievance Form (see Appendix A) showing all items as listed under Section 3A of this agreement. Such written grievance shall be filed within twenty (20) days following the act or condition upon which said grievance is based, or became known, or should have become known.
- B. Within three (3) days of receipt of the Grievance Form, the immediate supervisor shall indicate his disposition of the grievance in writing.
- C. The grievant, the Association, and the Superintendent shall be notified individually in writing as to the disposition of the grievance.

SECTION 6 – STEP III

- A. If the grievant and/or the Association is/are not satisfied with the disposition of the grievance, as made by the immediate supervisor, or if no such disposition has been made within the required time limit, the grievant and the Association representative(s) or OEA representative shall submit

the grievance to the Superintendent. Such grievance shall be submitted to the Superintendent within ten (10) days of receipt of the immediate supervisor's disposition or of the date such disposition should have been received.

- B. Within five (5) days of receipt of the grievance, the Superintendent shall meet with the grievant and/or his Association representative(s) in an effort to resolve the grievance.
- C. Within three (3) days of the meeting, the Superintendent shall indicate, in writing, his disposition.
- D. The Association representative(s) or OEA representative and immediate supervisor also shall be notified in writing of said disposition.

SECTION 7 – STEP IV

- A. If the grievant and the Association are not satisfied with the disposition made by the Superintendent, or if no such disposition has been made within the time limits, as stated in the agreement, the grievance may be submitted to the Board. Such grievance shall be submitted to the Board within ten (10) days of receipt of the Superintendent's disposition or of the date such disposition should have been received.
- B. At the next regularly scheduled Board meeting or within twenty (20) days, whichever is later, the Board shall meet with the grievant and/or his Association/OEA representative(s) in an effort to resolve the grievance. Such meeting shall be held in executive session.
- C. Within five (5) days of the meeting, the Board shall indicate in writing its disposition and forward it to the grievant.

SECTION 8 – GRIEVANCE IMPASSE

If the aggrieved is not satisfied with the disposition of the grievance at Level Four, the grievant, with concurrence of the bargaining agent, may within fifteen (15) days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding to all parties. The cost for the services of the arbitrator will be borne by the party whose position was not sustained by the arbitrator. Should a decision be rendered by the arbitrator which is in favor of both parties (i.e. split decision) the cost for the services of the arbitrator shall be shared equally.

SECTION 9 – MISCELLANEOUS

- A. Any grievance which arises during the life of this agreement may be processed until resolution in accordance herewith notwithstanding the expiration of this agreement.
- B. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance shall be released from regular duties without loss of salary.
- C. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.
- D. The grievant's failure to comply with any time limit as specified herein shall constitute a waiver of his/her right to pursue the grievance to the next step.

SECTION 10 – GRIEVANCE FORM

The form which is to be utilized in the processing of all grievances is that which is attached hereto as Appendix A. Copies of said form shall be available from Association representatives in each building.

ARTICLE VIII

SALARY SCHEDULES & SUPPLEMENTAL DUTY SALARY SCHEDULES

SECTION 1 -- SUPPLEMENTAL DUTIES

- A. Service by members of the bargaining unit extending before or after such member's regular duty day and is not a part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Notwithstanding Section 3319.11 of the Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.
- B. A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board within fourteen (14) calendar days; failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment.
- C. The compensation for individuals who teach summer school shall be twenty dollars (\$20.00) per hour.
- D. Individuals who perform supplemental duties shall be compensated pursuant to the Supplemental Duty Salary Schedule which is attached hereto as Appendix C. The salaries for the positions listed on the schedule shall be calculated by using the Bachelor's Degree base salary (BA-0) on the Teacher Salary Schedule.

SECTION 2 -- EXTENDED SERVICE

- A. Service by members of the bargaining unit extending before or after such member's regular duty year shall be deemed supplemental duties and shall be set forth in a limited contract of one year. Notwithstanding Section 3319.11 of the Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.
- B. A member of the bargaining unit offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board within fourteen (14) calendar days; failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment.

SECTION 3 -- SALARY SCHEDULE

Salary increase of 0.0% for each year of the contract, 2012-13 and 2013-14 school years.

- A. For the 2012-13 school year, the base salary shall be \$31,068 (see Appendix B-1). For the 2013-14 school year, the base salary shall be \$31,068 (see Appendix B-2). All salary figures shall be rounded to the nearest whole dollar.
- B. When a teacher has completed additional coursework which would qualify him/her for another column on the salary schedule, an official transcript from the college or university shall be submitted to the Superintendent's office. If the transcript is filed on or before September 15, the teacher will be advanced to the appropriate column effective with the beginning of the school year. Effective with the second pay of January, a teacher will be advanced to the appropriate column if the transcript is filed after September 15 and prior to January 15. Should an official transcript not be available by September 15 or January 15 respectively, a grade slip or letter from the Registrar's office will suffice until such time as the transcript is available.
- C. To receive credit for a year's teaching experience on the salary schedule and advance on the experience increment of the salary schedule a member must have taught one hundred twenty

(120) days in a single school year. Substitute teaching will count toward the one hundred twenty (120) days. All teaching experience to be counted toward advancement on the salary schedule will need to be documented by the employing school. STRS Annual Membership Reports may be used to verify days of teaching experience only for full years of service.

D. Salary Schedule Headings:

1. Bachelors - The employee must have a Bachelors degree.
2. 150 Hours - This is interpreted to mean a total of 150 semester hours.
3. Masters - This is interpreted to include a Masters degree in the teaching subject area, outside the teaching field, or a Masters in education with major emphasis in the subject areas.
4. MA+15 - To qualify for the Masters + 15 column, each course must be earned after the Masters degree. Further, the hours must be graduate level semester hours.
5. MA+30 - To qualify for the Masters + 30 column, each course must be earned after the Masters degree and must be graduate level semester hours.

- E. Re-employed full time retirees shall be initially employed at step 3 of the salary schedule at the column at which the retiree qualifies. Each year thereafter, if reemployed, the retiree shall advance one (1) year on the salary schedule.

SECTION 5 -- PAY PERIODS

The annual salary set forth in this agreement shall be paid to teachers in twenty-six (26) or twenty-seven (27) equal installments as the calendar for the school system dictates on an every other Friday basis.

A teacher who retires, resigns, is non-renewed, or is released due to a staff reduction may continue to receive the applicable balance of his/her pay according to the twenty-six (26) installments, or such teacher may elect to receive the applicable balance of salary due in one lump sum provided he/she submits said request in writing two (2) weeks prior to the next scheduled pay date.

A person employed under a supplemental contract shall have the option of receiving his/her supplemental salary in a lump sum at the end of the respective season/activity or of having the pay divided into each paycheck during the season/activity (see Appendix C). Notification to the treasurer as to which option is selected shall occur two (2) weeks prior to the commencement of pay for the respective season/activity as stated in Appendix C. If a selection is not made in the aforementioned time period, supplemental pay shall be divided into each paycheck during the respective season/activity. At no time during the respective season/activity may a person select another payment option.

SECTION 6 -- TUTORING/INTERVENTION

When approved by the Superintendent, students may be tutored by bargaining unit members. Such tutoring shall be performed outside school hours and shall be for purposes of intervention and/or academic improvement.

When approved by the Superintendent and/or his/her designee, students may be assigned Friday School and/or Saturday School and be monitored by bargaining unit members.

Bargaining unit members shall be paid twenty dollars (\$20.00) per hour for such services. Monitoring positions will be available to all SCEA bargaining unit members who volunteer and will be put on a weekly rotation.

When a bargaining unit member is appointed as a Flex Credit/Credit Recover teacher of record for a student, the bargaining unit member will be paid twenty dollars (\$20.00) per hour for such services. The teacher will document their time.

SECTION 7 – PAYMENT METHOD

All employees shall receive payment via direct deposit. Costs of direct deposit will be the responsibility of the Board. Employees will receive the equivalent of a pay stub via inter-office mail or US mail when school is not in session.

ARTICLE IX

STRS TAX SHELTER

The South Central Board of Education shall participate in the tax sheltering of employee STRS contributions. The amount to be tax sheltered shall be the rate of employee contribution established by STRS. Any modifications in the rate will be adjusted upon publication by STRS.

ARTICLE X

REIMBURSEMENT FOR CREDIT

SECTION 1 – ALLOCATION

The Board will allocate twenty-five thousand dollars (\$25,000) per fiscal year for payment towards eligible course work. The Association president shall be notified if the annual allocation is nearing depletion.

If the reimbursed member leaves the school system within one (1) year following reimbursement, that member must repay the Board of Education the reimbursement. No repayment will be required for members who leave for reason of RIF, non-renewal, termination, disability, or retirement.

SECTION 2 – CRITERIA

A bargaining unit member will receive reimbursement under the following guidelines:

- a. Enroll and pass coursework with a grade of "B" or higher in courses acceptable to the Ohio Board of Education standards in effect on July 1, 1996, for the purpose of renewing or upgrading the employee's teaching certificate. Coursework involving supplementals or coursework in fields outside of education shall not be compensated. Other types of courses may be approved at the Superintendent's discretion. Those bargaining unit members hired after September 1, 1987, shall be reimbursed for graduate hours only. Grade card pass/fail or S/U courses shall suffice when the grade card or university specifies a letter grade equivalent.
- b. Be an employee in the South Central School System at time requesting the reimbursement for approved credit.
- c. Reimbursement will be limited to nine (9) semester hours or twelve (12) quarter hours per year.
- d. Reimbursement will be at the rate of two hundred dollars (\$200.00) per semester hour or one hundred fifty dollars (\$150.00) per quarter hour (or actual cost of credit hour, whichever is less).
- e. An employee may not request the Superintendent's approval more than thirty (30) days immediately preceding the starting date of the class(es) he/she plans to take.
- f. All bargaining unit employees requesting reimbursement will provide the Superintendent with:
 1. Name of course being taken;
 2. Number of hours per course;

3. Cost per hour;
 4. Starting date and ending date of course;
 5. Name of college/university providing course;
 6. Description of course content;
 7. Name of instructor.
- g. Reimbursement will be made upon proper evidence that coursework has been completed as exhibited by a transcript or grade card. Reimbursement shall be made within thirty (30) days once evidence has been provided.
- h. This clause does not apply to re-employed retirees.
- i. Any monies remaining in the allotted college reimbursement fund at the end of the fiscal year will be equally divided among all certified teachers who are renewing their license, up to the cost of license renewal costs.

ARTICLE XI

RETIREMENT SEVERANCE PAY

SECTION 1 -- RETIREMENT SYSTEM

All regularly employed professional staff members are participants in the Ohio State Teachers Retirement System.

SECTION 2 -- RETIREMENT SEVERANCE PAYMENT

Severance pay will be a one-time lump sum payment to eligible employees. An employee's eligibility shall be based upon the following criteria:

- a. The individual retires from the South Central School System.
- b. Disability retirement or service retirement under the Ohio State Teachers Retirement System.
- c. The individual must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received and cashed his first retirement check.
- d. The individual must sign for severance check certifying all eligibility criteria have been met.
- e. In the event of an employee's death, parts a through e shall be waived and the employee's estate shall receive the severance payment.
- f. This clause does not apply to re-employed retirees.

SECTION 3 -- AMOUNT OF BENEFIT DUE

The amount of the benefit due an employee shall be calculated by:

- a. Less than one hundred (100) days of accumulated sick leave will be paid at a rate of 50% current per diem.
- b. Beginning with one hundred (100) days of accumulated sick leave, the benefit due will be fifty-five (55) severance days, with one (1) day severance pay added for each ten (10) days of accumulated but unused sick leave above one hundred (100) days up to the maximum accumulation of two hundred forty (240) days (i.e. an employee who retires with two hundred (200) days of sick leave accumulation would receive sixty-five (65) days severance, but an employee with two hundred forty (240) days of sick leave accumulation would receive sixty-nine (69) days severance pay). The following is an explanation chart of this program:

100 Sick Days = 55 Severance Days
 110 Sick Days = 56 Severance Days
 120 Sick Days = 57 Severance Days

180 Sick Days = 63 Severance Days
 190 Sick Days = 64 Severance Days
 200 Sick Days = 65 Severance Days

130 Sick Days = 58 Severance Days
140 Sick Days = 59 Severance Days
150 Sick Days = 60 Severance Days
160 Sick Days = 61 Severance Days
170 Sick Days = 62 Severance Days

210 Sick Days = 66 Severance Days
220 Sick Days = 67 Severance Days
230 Sick Days = 68 Severance Days
240 Sick Days = 69 Severance Days

- c. Multiplying the days from item (a) above times the per diem rate of pay appropriate for that individual's position on the salary schedule. This pay will be calculated using the employee's contract salary in effect the last day of service prior to retirement. A salary schedule or pay scale will be considered in effect if an employee receives one pay calculated on the salary schedule or pay scale. If an employee dies before retirement, severance pay shall be paid in cash to the employee's estate.

SECTION 4 – RECEIPT OF PAYMENT

Receipt of payment for accrued but unused sick leave will reduce the accrued but unused sick leave by the actual number of days of paid sick leave received by the employee.

SECTION 5 – PAYMENT SCHEDULE

Severance shall be paid on the first regular pay after all qualifications have been met or as arranged between the Board Treasurer and the retiree, including on the first regular pay date in January in the year following retirement.

ARTICLE XII

CONFERENCE PERIOD/WORK DAY

SECTION 1 – CONFERENCE PERIOD

All teachers (grades 5-12) shall be entitled, during the student day, to a daily duty-free planning/conference period which is the equivalent of a regular teaching period.

All elementary bargaining unit members (grades PreK-4) shall be entitled, during the student day, to at least two hundred (200) minutes per week of duty-free planning/conference time. No teacher conference period shall be scheduled for less than twenty (20) consecutive minutes. Lunchtime shall not count toward the planning time entitlement.

Bargaining unit members who are required to supervise students during the bargaining unit member's planning period(s) due to the absence/unavailability of teachers, write IEPs, or attend parent IEP meetings shall be compensated at the rate of ten dollars (\$10.00) per half hour and twenty dollars (\$20.00) per full period. Bargaining unit members shall not otherwise be required to supervise students during the bargaining unit member's planning period. Every attempt will be made to allow teachers two (2) days notice, if requested, to attend an IEP meeting with parents. Every attempt will be made to not pull teachers out of the classroom during instructional time with students. Whenever possible, IEPs will be scheduled in the 7th and 8th grade so that one teacher can attend all the IEPs for a day and a substitute will be hired for that one teacher.

For purposes of this Article and through the duration of this agreement, the student day for South Central Schools shall commence at 8:00 A.M. and end at 3:00 P.M. The final fifteen (15) minutes in grades K-4 shall not be counted as part of the minimum planning time unless the teacher agrees otherwise.

SECTION 2 – WORK DAY

The work day for all employees represented by the SCEA shall consist of seven (7) hours and forty-five (45) minutes inclusive of an uninterrupted, duty-free lunch period of not less than thirty (30) consecutive minutes and of planning/conference time as prescribed in Article XII above.

During the workday, aides shall be used to cover non-instructional duties such as playground duty, bus duty, and lunchroom supervision, whenever it is not possible according to the guidelines in the above paragraph to cover said duties with teachers.

ARTICLE XIII

CALENDAR

There shall be one hundred eighty-four (184) days in the teacher work year.

There shall be one hundred eighty (180) student days and two (2) teacher workdays and two (2) professional development days.

ARTICLE XIV

INSURANCE PROGRAM

Section 1 – MEDICAL INSURANCE

- A. The South Central Board of Education shall make available a Comprehensive Major Medical Insurance Program. The carrier for the program shall be determined by the Board of Education and shall include the following benefits (See CHART, pp 14-16)
- B. The Board's expenditures for the Comprehensive Major Medical Insurance Program and Supplemental Drug premiums will be determined as follows:
 1. If the bargaining unit member elects to take medical coverage and the prescription card, the Board will pay 90% of the premium cost with the remaining 10% to be paid by the bargaining unit member via payroll deductions.
 2. For employees who work less than three-fourths (3/4) time, the Board will pay a proportion of the premium that equals the percentage of the time the employee works. This will be based on days worked and will not apply to substitutes who work less than sixty (60) days per school year in the same position. The employee's share of the insurance premium will be paid through payroll deductions.
 3. Members of the same household employed by the Board shall only be covered by one insurance policy.
 4. Employees may elect to receive ten percent (10%) of the current premium in lieu of participating in this insurance coverage. Notice of payment-in-lieu shall be sent to each employee in their paychecks by May 15 of each year. Each employee who is eligible for this incentive shall automatically receive payment in one lump sum, the first pay after June 30. If there is a change in lifestyle, an employee may request to participate in the health insurance program. At that time, the payment-in-lieu of participation will be cancelled.

SOUTH CENTRAL CERTIFIED	"Ideal Plan 1a" WITH Approved Working Spouse Language
Product	SM Plus
Dependent Eligibility	To the end of the month in which the child attains age 19; or to the end of the month in which the child attains age 25 if the child is a full-time
Lifetime Maximum (per person)	\$2,000,000
Coinsurance (Subject to Deductible unless otherwise noted)	
Network	Plan Pays 90%
Non-Network	Plan Pays 80%
Deductible	
Network	\$500 Single/\$1,000 Family
Non-Network	\$500 Single/\$1,000 Family
Coinsurance Maximum	
Network	\$500 Single/\$1,000 Family
Non-Network	\$1,000 Single/\$2,000 Family
Out-of-Pocket Maximum	
Network	\$1,000 Single/\$2,000 Family
Non-Network	\$1,500 Single/3,000 Family
Office Visit Copay	
Network	\$20 Copay
Non-Network	\$20 Copay
Coinsurance after Non-Network Copay	80%, not subject to deductible
Urgent Care Copay	
Network	\$20 Copay
Non-Network	\$20 Copay + 20% Coinsurance
Office Visit Copay applies to exam only	Yes
Routine Exam	
Network	\$20 Copay
Non-Network	\$20 Copay + 20% Coinsurance
Routine Wellness Services:	Routine Wellness Services are NOT Subject to Deductible
X-Rays, Tests, Lab	Network: 90%, not subject to deductible Non-Network: 80%, not subject to deductible
Mammogram	Network: 90%, not subject to deductible Non-Network: 80%, not subject to deductible
Pap Test	Network: 90%, not subject to deductible Non-Network: 80%, not subject to deductible
PSA	Network: 90%, not subject to deductible Non-Network: 80%, not subject to deductible
Colonoscopy & Sigmoidoscopy	Covers several Routine Endoscopic Services (not limited to colonoscopy and sigmoidoscopy) Network: 90%, no deductible/Non-Network: 80%, no deductible

Well Child Care:	
Exam Copay	Network: \$20 Copay Non-Network: \$20 Copay + 20% Coinsurance
Birth to Age 1	\$500 maximum benefit
Age 1 - 9	\$500 maximum benefit per birth year
Outpatient Physical Therapy (Inpatient Physical Therapy does NOT count toward visit limits)	
Network	90% after deductible
Non-Network	80% after deductible
Visit Limit	40 visits per calendar year - Combined with Occupational Therapy
Outpatient Occupational Therapy (Inpatient Occupational Therapy does NOT count toward visit limits)	
Network	90% after deductible
Non-Network	80% after deductible
Visit Limit	40 visits per calendar year - Combined with Physical Therapy
Chiropractic	
Network	50% after deductible
Non-Network	50% after deductible
Other Limits/Visit Limit	12 visits per calendar year
Outpatient Speech Therapy (Inpatient Speech Therapy does NOT count toward visit limits)	
Network	90% after deductible
Non-Network	80% after deductible
Visit Limit	20 visits per calendar year
Emergency use of an Emergency Room	
Copay	Waived if Admitted
Network	\$75 Copay
Non-Network	\$75 Copay
Coinsurance	
Network	then 100%
Non-Network	then 100%
Non-Emergency Use of an Emergency Room	
Copay	Waived if Admitted
Network	\$75 Copay
Non-Network	\$75 Copay
Coinsurance	
Network	then 90%
Non-Network	then 80%
Mental Health & Substance Abuse (Substance Abuse Limited to 3 Inpatient Treatments Per Lifetime)	
Inpatient	
Network	90% after deductible
Non-Network	80% after deductible
Days per Calendar Year/Other Limits	31 days per calendar year
Outpatient	
Copay	No Copay
Network	50% after deductible
Non-Network	50% after deductible
Other Limits/Visit Limit	50 visits per calendar year
Rx Copays Reimbursable?	Rx Copays are <u>not</u> reimbursable by Medical Plan

Prescription Drug	"Rx Ideal Plan 3a" WITH Approved Working Spouse Language
Retail (30 Days Supply)	
Generic	\$10 Copay
Brand	\$25 Copay
Mail Order (90 Days Supply)	
Generic	\$20 Copay
Brand	\$50 Copay
Rx copays reimbursable under medical plan?	Rx Copays are <u>not</u> reimbursable by Medical Plan

SECTION 2 -- DENTAL INSURANCE

The South Central Board of Education shall make available a Dental Insurance Plan. The carrier shall be determined by the Board of Education and the plan shall include the following benefits:

1. Preventive and diagnostic service coverage.
2. Basic restorative service coverage.
3. Major restorative service coverage.
4. Orthodontia service coverage.
5. Individual and family deductible coverage.
6. Unmarried dependent children service coverage.
7. Reasonable and customary charges.

The Board's expenditures for dental insurance will be determined as follows:

1. The Board will pay 85% of the premiums and the employee will pay 15% per month towards the Dental Insurance Plan and vision insurance for either single or family plans for a certified employee who works three-fourths (3/4) time or more.
2. For employees who work less than three-fourths (3/4) time, the Board will pay a proportion of the dental insurance and vision insurance premiums that equals the percentage of time the employee works. This will be based on days worked and will not apply to substitutes who work less than sixty (60) days per school year in the same position.

The employee's share of the insurance premium will be paid through payroll deductions.

3. When both husband and wife are employees of the Board, only one will be eligible to enroll in the family dental insurance program.
4. Employees may elect to receive ten percent (10%) of the current premium in lieu of participating in this insurance coverage. Requests for payment in lieu of participation shall be made under the same guidelines as stated above.

SECTION 3 – VISION

The South Central Board of Education shall make available a Group Vision Service Plan. The carrier shall be determined by the Board of Education and the plan shall include the following benefits:

1. Vision examination - every 12 months
2. Lenses and frames - every 12 months
3. Contact lenses
4. Deductibles - none on exam, \$20.00 on lenses/frames
5. Unmarried dependent children

The Board's expenditures for the Group Vision Service Plan will be determined as follows:

1. The Board will pay 85% of the premiums and the employee will pay 15% per month towards the Group Vision Service Plan and dental insurance for either single or family plans for a certified employee who works three-fourths (3/4) time or more.
2. For employees who work less than three-fourths (3/4) time, the Board will pay a proportion of the vision insurance and dental insurance premiums that equals the percentage of time the employee works. This will be based on days worked and will not apply to substitutes who work less than sixty (60) days per school year in the same position.

The employee's share of the insurance premium will be paid through payroll deductions.

SECTION 4 – SAFE AND HARMLESS

The South Central Educators' Association will hold the South Central Board of Education and its members safe and harmless and will indemnify it and its members against any loss it or they may sustain by reason of action under this Article or any finding for wrongful disbursements by any State or Federal Agency.

SECTION 5 -- LIFE INSURANCE

The South Central Board of Education shall provide Group Term Life in the amount of forty thousand dollars (\$40,000) Life plus forty thousand dollars (\$40,000) Accidental Death and Dismemberment for each certificated teaching employee. Beneficiary designation forms shall be issued annually.

SECTION 6 – SECTION 125 PLAN

The Board shall implement a Section 125 Plan to enable employees to pay for their premium contribution with pre-tax dollars.

The Board shall implement a flexible spending account. Participation in such an account shall be at the option of each employee. The Board shall contribute three hundred dollars (\$300) to each employee's account, provided the employee participates in the Board's group health insurance plan. For spouses both employed by the Board covered by one family plan, an additional one hundred dollars (\$100) shall be paid by the Board to the flexible spending account of the covered spouse.

The administrative fee for the Section 125 Plan and the flexible spending account will be paid as follows:

1. The Board shall pay the set-up fee and the annual administrative fee per participant for the Section 125 Plan.
2. The employee shall pay the monthly administrative fee for the flexible spending account check reimbursement.

Huron-Erie School Employee Insurance Association
Working Spouse Coverage
Approved as of October 1, 2009

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than October 1, 2009.

This requirement **does not apply** to any spouse who:

- Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
- Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after October 1, 2009. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.**

ARTICLE XV

LIABILITY INSURANCE

- A. The South Central Board of Education will purchase and pay the full premium for liability insurance covering each bargaining unit member now and/or hereafter employed.
- B. The employee shall have the right to representation in any meeting involving representatives of the employer and the employee relative to the incident.
- C. The Board agrees that, should there be any claims or liability or damages against any member of the bargaining unit, then that employee shall have the right to employ co-counsel, at the employee's expense, in any and all actions to defend his/her interests. The Board further agrees that the employee shall have the right to be represented by an attorney of his/her choice and expense at any meeting between the Board's attorney, the insurance company representative(s), and the attorney representing the insurance company and/or the Board, at any deposition relevant to the claim of liability or damages, and/or at any meeting between the Board and the person claiming any alleged act or omission in connection with any liability suit.
- D. The Board shall be required to share with the affected employee all information relative to any claim against that employee that is received by the Board.
- E. The Board shall provide adequate release time for any employee that is required to attend any deposition, any pretrial hearing, and any or all court hearings involving any and/or all claims of liability. The Board agrees that such release time will not result in the employee's loss of pay and/or benefits or deduction from any Board approved leave.
- F. The Board agrees that there will be no media release regarding any liability suit which involves the alleged act or omission of an employee and that any publicity or media release will require the express written concurrence of the employee involved.
- G. No records of liability claims or lawsuits shall be kept in a teacher's personnel file or used in an evaluation of the teacher.
- H. Nothing herein shall be construed as requiring the Board of Education to defend and indemnify a member of the bargaining unit where one of the following applies:
 - 1. His/Her acts or omissions were manifestly outside the scope of his/her employment or official responsibilities;
 - 2. His/Her acts or omissions were with malicious purpose, in bad faith, or in a wanton or reckless manner;
 - 3. Liability is expressly imposed upon the employee by a section of the Ohio Revised Code.

ARTICLE XVI

SICK LEAVE/BEREAVEMENT LEAVE

SECTION 1 – ABSENCE COVERED BY SICK DAYS

A reasonable attempt will be made to secure a substitute for any certified staff member absent under the provisions of this Section.

All members shall be paid regular compensation for time lost due to illness or other causes encompassed by this agreement for not less than five (5) days annually. This minimum benefit of five (5) days shall become effective and available to use annually on the first day of the contract year in which the member is assigned to duty.

After a member has used the full amount of sick days credit provided either by regulations of the Board or earned by such member on the basis of service at the rate of one and one-fourth (1 1/4) days for each month of service, such member may not be lawfully paid for further absence because of illness.

1. Maximum annual accumulation of sick leave days shall be fifteen (15) days during any twelve (12) month period. There shall be a maximum accumulation of two hundred forty (240) unused sick days. Employees may convert up to fifteen (15) sick leave days earned and not used (or up to fifteen (15) sick leave days accrued if already at the maximum two hundred forty (240) unused sick day limit) during the current school year (July 1-June 30) for cash based upon a percentage of their regular daily amount.
2. Transfers - A member who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick days. To receive such credit, a new member shall present to the Treasurer a certification from the public agency in Ohio for which he/she most recently worked, stating the number of days of unused sick days credited to him at the time of the termination of employment.
3. Use - Members shall be granted sick days for absence due to illness, injury, physical disability, emergency dental care, child birth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children, and for illness or death in the member's immediate family or death of any other relative as follows:
 - a. Personal illness or injury, physical disability, emergency dental care, child birth, disability and/or complications due to pregnancy, or exposure to contagious disease which could be communicated to other employees or to school children, the number of days of accumulated sick leave. However, a member on sick days for these or other causes shall be paid only for the number of sick days credited to or earned by such member. Before salary payment can be made for absence because of personal illness or injury, physical disability, emergency dental care, child birth, pregnancy, or exposure to contagious disease, the member shall submit the appropriate form to the Building Principal
 - b. A member shall be entitled to use the number of days accumulated sick leave for serious illness or disability in the immediate family which includes husband, wife, son, daughter, father, mother, sister, brother, in-laws, grandparents, grandchildren, other persons who have assumed similar positions regardless of residence and/or persons residing in the immediate household. Use of sick leave for any other persons is allowed only in extenuating circumstances and with permission of the Superintendent.
4. A member shall be entitled to use the number of days accumulated sick leave for death of a spouse or children or others who have assumed similar positions.
5. A limit of ten (10) consecutive workdays may be granted for death in the immediate family which includes father, mother, sister, brother, in-laws, grandparents, grandchildren, other persons who have assumed similar positions regardless of residence and/or persons residing in the immediate household exclusive of spouse and/or children. The Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay.
6. A limit of two (2) consecutive work days may be granted for death of another relative, except that the Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay.
7. A limit of two (2) work days may be granted for death of any person not listed in definition (close friends).
8. A member after being hospitalized for any length of time and/or an illness causing an absence of five (5) consecutive days will provide the Superintendent of Schools with a doctor's statement, stating the member is physically and mentally able to return to his/her assigned duties.

9. Upon the first day of return to duty after any absence covered by sick days, the employee shall submit the appropriate form to the building principal.
10. Any teacher who uses no sick days and uses no personal days and uses no dock days during a contract year shall receive a stipend of two hundred dollars (\$200). Payment shall be made on the second pay of July for the preceding year.

SECTION 2 – CONVERSION OF UNUSED SICK LEAVE

1. Employees may convert fifteen (15) days of sick leave earned and not used during the current school year (July 1 - June 30) for cash based upon a percentage of their regular daily amount and in accordance with the following formula:

<u>Years of Experience</u>	<u>Days of Unused Sick Leave As of July 1</u>					
	120.0 139.9	140.0 159.9	160.0 179.9	180.0 199.9	200.0 219.0	220.0 240.0
10.0 - 14.9 Years	26%	28%	30%	32%	34%	36%
15.0 - 19.9 Years	28%	30%	32%	34%	36%	38%
20.0 - 24.9 Years	30%	32%	34%	36%	38%	40%
25 or More Years	32%	34%	36%	38%	40%	42%

2. Daily conversion rate is based on current year's regular pay (excluding extra duty pay).
3. Employees shall submit their request to convert unused sick leave in writing to the Superintendent between May 1 and June 30 of each respective year.
4. Payment shall be made by separate check at the time of the second payroll in July. Such payment shall be subject to all Federal and State taxes but not to STRS contributions.
5. All unused sick leave days used in conversion shall be forfeited and may not be restored at a future day.

SECTION 3 – BEREAVEMENT LEAVE

1. Employees shall be allowed up to three (3) days paid bereavement leave for the death of members of the immediate family (as per definition of the contract) and up to one (1) day for the death of any other relative.
2. Before payment is made for bereavement leave, the employee shall submit the appropriate form to the principal
3. The Superintendent may increase the number of bereavement days if the circumstances justify authorization of additional absence with pay.

ARTICLE XVII

ABSENCE OTHER THAN SICK DAYS

SECTION 1 – PROFESSIONAL LEAVE

A reasonable attempt will be made to secure a substitute for any certified staff member absent under the provisions of this Section.

All members shall be paid regular compensation for absence covered under this Section.

1. Each school year, provisions will be made to permit employees to attend professional meetings, workshops, conferences or visitations. Attendance at such professional meetings may be authorized by the Superintendent. All requests for attending any of the above-stated activities shall be submitted to the Superintendent at least three (3) days prior to the board of education meeting preceding the activity. Deadline may be waived at the discretion of the superintendent.
2. Members who attend such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment or salary.

When appropriations for expenses incurred in attending a professional meeting or a conference have been authorized by the Board, a member shall be reimbursed or have his expenses paid upon approval by the Superintendent. In cases where appropriations for such expenses have been previously made by the Board, such expenses shall be paid or reimbursed, upon approval of the Superintendent within the time limits authorized by the Board. Mileage shall be reimbursed at a rate of forty cents (\$0.40) per mile.

SECTION 2 -- PERSONAL LEAVE

All bargaining unit members shall be granted three (3) days of unrestricted personal leave, limited to only one (1) unrestricted personal day permitted to be used next to a school-calendared holiday. Personal leave cannot be used the last day of school for students or the teacher work day at the end of the school year. This is inclusive of calamity days. Personal leave days cannot be used for gainful employment or for seeking gainful employment.

No more than five (5) certified teaching staff may be granted personal leave on the same day district-wide. With consent of the building principal, the Superintendent shall grant personal leave to more than five (5) certified teaching staff on the same day.

Notwithstanding the provisions of the Ohio Revised Code, any unused days of personal leave may be converted to sick leave at the end of each fiscal year.

SECTION 3 -- JURY DUTY LEAVE

If any employee is summoned for and required to serve on jury duty, he/she shall be paid the regular full salary for the number of days involved, provided the check received for Jury Duty is endorsed payable to the South Central Board of Education. Such leave shall not be deducted from any other type of leave.

SECTION 4 -- ASSOCIATION LEAVE

The SCEA may use one (1) day per school year for one (1) member to attend the OEA Representative Assembly with costs of the substitute teacher paid by the Board. Additional days may be granted if such substitute costs are paid by the SCEA or its affiliate(s).

ARTICLE XVIII

FAMILY AND MEDICAL LEAVE ACT

- A. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.
- B. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per year (July 1 through June 30). Eligible employees must give at least thirty (30) days notice before taking leave, when leave is foreseeable. Leave may be taken for the following

reasons:

- 1) a serious health condition of the employee that makes the employee unable to perform his/her job
 - 2) the birth and first-year care of a child
 - 3) the adoption or foster placement of a child
 - 4) to care for a child, spouse, or parent who has a serious health condition
- C. Once an employee has chosen the type of leave (sick leave or FMLA leave) and said leave has commenced the employee shall not be allowed to switch back and forth to another leave. The school board may require a doctor's certificate for leaves involving a serious health condition that affects either the employee or a family member. The school board may also require second and third opinions (at Board expense) and a fitness for duty report to return to work.
- D. When medically necessary, as determined by the employee's physician, leave may be taken intermittently. Intermittent leave which is not medically necessary is subject to the approval of the Superintendent.
- E. Eligible employees shall be those employees who have worked for the school district for at least one (1) year and who worked for at least 1,250 hours over the previous twelve (12) months.
- F. Employees who take leave under this provision are entitled to the continuation of group medical insurance benefits during the period of leave. During this period of leave, the Board shall pay the same premium contribution for medical, dental, vision, and life insurance as would be paid by the Board if the employee were working. Eligibility for life insurance will be subject to the terms of the policy. The Association encourages the Board to obtain a life insurance policy which will cover employees while on an approved unpaid leave.
- G. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same position he/she occupied prior to the leave.
- H. The taking of leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced nor shall such leave affect the seniority of such employee.
- I. Any alleged violation(s) of the FMLA may be processed as a grievance utilizing the provisions contained herein in Article VII; however, pursuit of such grievance shall not prevent an employee from otherwise enforcing his/her rights under FMLA as provided by law.

ARTICLE XIX

TEACHER EVALUATION

Evaluation of a teacher is continuous and includes performance within the classroom as well as outside the classroom as it relates to the school environment.

1. Two (2) evaluations will be the minimum requirement for all teachers whose contract ends at the conclusion of the school year. The first evaluation will be conducted not later than December 1 by the building principal. For teachers whose contracts do not end at the conclusion of the school year, a minimum of one (1) evaluation will be made some time during the school year.

Each evaluation will be based upon a classroom observation of at least thirty (30) minutes duration.

If a teacher is being considered for non-renewal, one evaluation shall be conducted between March 1 and April 1.

2. A written review will be completed following each observation and shall be used during a required evaluator-teacher conference. This conference will be held within four (4) days of the visitation, excluding holidays, vacation days, weekends or absence by either teacher or evaluator. At this conference specific strengths and weaknesses as noted on the written review will be discussed

with the teacher. Written suggestions for correcting weaknesses will be recommended at this conference.

The teacher shall sign the written review at the time of the conference to indicate that the conference was held. The teacher may make any comments desired on a separate sheet of paper that shall be returned and attached to the written review within four (4) days following the post-conference, excluding holidays, vacation days, weekends or absence by either the teacher or the evaluator.

3. Evaluations/observations, except as otherwise noted in this article, will be conducted by the superintendent, or building principal.
4. This Article shall supersede the procedures for evaluations set forth in R.C. 3319.111.
5. All evaluations shall be recorded on the forms as attached hereto as Appendix D. All bargaining unit members will follow the aforementioned steps outlined in this collective bargaining agreement, including Appendix D form. During the 2012-13 school year, bargaining unit members may volunteer to pilot the use of the Ohio Teacher Evaluation System (OTES) model, as approved by The Ohio Department of Education, and use all the components and forms of its model. Bargaining unit members wishing to volunteer to pilot the OTES model must notify his/her building principal on or before October 1, 2012. Bargaining unit members volunteering to pilot the OTES model will follow timelines of the OTES model and are exempt from the timelines established otherwise in this section. According to the district's Race to the Top Scope of Work, all bargaining unit members will follow the Ohio Teacher Evaluation System model, as approved by The Ohio Department of Education, and use all the components and forms of its model, beginning with the 2013-2014 school year. A Memorandum of Understanding will be developed, and mutually agreed upon by both parties, in reference to the adoption of the 2013-2014 evaluation process, on or before July 1, 2013.

ARTICLE XX

NON-RENEWAL

SECTION 1 – NON-RENEWAL

After three years of service in South Central Schools, a teacher shall not be non-renewed until evaluation of performance indicates non-renewal appropriate. Prior to any non-renewal, the affected teacher shall be advised by the evaluating administrator of the deficiencies forming the grounds of the administrator's recommendation for non-renewal and the teacher given a reasonable opportunity to correct such deficiencies.

1. The reason(s) for the non-renewal of a professional staff member's contract shall be based on the formal evaluation of the professional staff member's ability, unless the Superintendent clearly demonstrates that unusual circumstances other than performance deficiencies warrants non-renewal.

Such reasons will be given to the professional staff member in writing thirty (30) days prior to any Board action on the professional staff member's contract.

2. The Board will fully inform all professional staff members of all evaluation procedures, criteria, and instruments which subsequently may be used in their evaluation. Thereafter, any change(s) in the procedures, criteria, and/or instruments will be promptly and clearly set forth in writing and distributed to all professional staff members.
3. Upon request, a professional staff member being non-renewed shall be provided with written reason(s) for non-renewal of contract or for failure to be advanced to tenure should he/she be qualified for tenure. Upon his/her request, within ten (10) days of his/her notification of non-renewal

or of termination of contract; a professional staff member will be granted an impartial hearing before the Board to defend himself/herself. There shall be a written record of the meeting. He/she will be given the opportunity to confront or cross-examine hostile witnesses and to rebut all evidence introduced against him/her, as well as present witnesses and evidence in his/her own behalf. A professional staff member has the right to a copy of the record of the hearing. The Association also has the right to a copy of the record of the hearing. All hearings and non-renewal procedures must guarantee due process to the affected professional staff member.

4. A professional staff member who has been notified of the intent to non-renew, or intent not to grant tenure if the individual is qualified, has the right to undertake with his/her representative a complete review of his/her own personnel file.
5. Any alleged misinterpretation or misapplication of the evaluation section and/or the non-renewal section may be submitted to the grievance procedure by the professional staff member and/or the Association.
6. Failure to observe the provisions of this agreement shall deem such teacher to be re-employed for the succeeding year.

SECTION 2 -- NOTICE OF NON-RENEWAL

Notwithstanding Section 3319.11 of the Revised Code, any member of the bargaining unit employed under a limited contract and whose regular teaching contract is not to be renewed shall be notified in writing pursuant to this agreement. For the purpose of this subsection, posting such written notice in the U.S. Mail by registered or certified mail to such teacher's last known mailing address shall constitute "Notice" to the Member.

ARTICLE XXI

PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

SECTION 1

Constructive criticism of the South Central Schools is welcome through whatever medium when it is motivated by a desire to improve the quality of the education program and to equip the schools of this district to their task more effectively.

SECTION 2

The Board places trust in its employees and desires to support their actions in such a manner that employees are not subjected to criticism and complaints of an unsubstantiated unfounded nature and/or are defamatory in content.

SECTION 3

Whenever a complaint is made directly to the Board as a whole or to a Board member as an individual, it shall be referred to the school administration for study and possible solution. The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees them.

Whenever a member of the public attempts to discuss a bargaining unit member at a meeting of the Board of Education, he/she shall immediately be informed that this is not an appropriate topic to be handled by the Board and must instead be taken to a building administrator or the Superintendent.

SECTION 4

Whenever a public complaint is made regarding a member of the bargaining unit, the appropriate administrator shall schedule a meeting to discuss the matter. All parties involved shall be asked to attend

such a meeting for the purposes of presenting facts, making further explanations, and clarifying the issues. The meeting must be scheduled to allow for the attendance of the employee against whom the complaint has been lodged. The employee shall be given every opportunity for explanation, comment, and presentation of facts as he/she sees them. The employee may be accompanied at any such meeting by an Association representative. Should any of the above-stated procedures not be followed, no record of a public complaint against an employee may be made.

ARTICLE XXII

REDUCTION IN FORCE

- A. A reasonable reduction in instructional staff members may be made in the event that a reduction becomes necessary as a result of a decreased enrollment of pupils, elimination of subjects or classes, return to duty of regular teachers after leaves of absence, budgetary restrictions, or by reason of suspension of schools or territorial changes affecting the District.
- B. When such reduction is deemed necessary, the reduction will be made in accordance with the following provisions:
1. The Superintendent shall meet with the SCEA to explain the need for RIF and exchange ideas and possible solutions. At this meeting, the SCEA will be provided with a seniority list of all employees.
 2. The seniority list shall be prepared by listing all teachers according to continuous service in the District within all areas of certification. Those on continuing contracts shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District.

The list shall include the date of initial employment (continuous) for each employee.

Teachers using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave, i.e. a leave of absence shall not break any employee's continuous employment.

If ties occur in seniority regarding years of service, such ties shall be broken as follows:

- a. first, by earliest date of Board action to employ, and then
 - b. by earliest date on which the employees signed their initial employment contracts, and then
 - c. by earliest date on which the employees submitted completed job applications, and then
 - d. if ties still remain, by lot if and when such becomes necessary in order to implement a staff reduction.
3. Teachers holding temporary certificates shall be the first to have their contracts suspended. If further reductions are necessary, then the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall recommend reductions in a teaching field by selecting the lowest person on the seniority list in that area of certification. A teacher so affected may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification provided he/she holds a valid certificate in the area.
4. A teacher who may be affected by a reduction-in-force shall be given written notification in a conference with the Superintendent and an association representative of the teacher's choice as soon as the possible need of such reduction becomes known. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher. The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction-in-force and was not due to unsatisfactory performance.

5. The effective dates of a reduction-in-force shall coincide with the first day of each semester per school year. Notification to the affected employee(s) of the Board's intent to reduce staff shall be no later than June 1 and December 1 for the first and second semester respectively.
 6. Teachers whose continuing contracts are suspended shall have the right to restoration to continuing service status in the order of seniority of service in the District, if and when teacher positions become vacant for which any of such teachers are certified. After restoration rights of teachers with continuing contracts, those on limited contracts shall also be restored in the above-described manner.
- C. The teacher shall return to work upon being called back by the Board by registered letter. If the teacher fails to return to work as requested, then that shall be grounds for the termination of the contract of said teacher. The teacher shall, at all times, have the obligation of keeping the Board apprised of his/her present address, and the Board shall notify the teacher at the address so filed with the Board. The Board shall have no other duties in seeking to notify the teacher of his/her opportunity to return.
 - D. A teacher whose contract is suspended shall be placed on a recall list stating years of continuous service to the District, subject(s) and/or grade levels certified to teach, and type of contract held at the time of suspension. A teacher may verify new areas of eligibility on the recall list by filing any new certification in the Superintendent's office by April 1st. A teacher on the recall list shall be offered a contract for a position for which he/she is certified as positions become available and in keeping with the seniority provisions (inverse order--last discharged, first employed).
 - E. A limited contract teacher who has not been recalled to duty after being laid off for a period of two (2) full school years shall no longer be deemed employed by the Board.
 - F. A teacher may grieve only that he/she, himself/herself should not have been laid off.
 - G. Any award for back pay shall be reduced by any compensation, including unemployment compensation received, during the period in which the teacher was actually laid off.
 - H. The Board reserves the right to nonrenew the contract of any limited contract status teacher pursuant to the terms and conditions of this collective bargaining Agreement.
 - I. During the restoration period, a teacher shall be eligible to have his/her insurance coverage(s) continued under COBRA.
 - J. There may be involuntary transfers used to accommodate RIF recall.

ARTICLE XXIII

CONTRACTS AND SALARY NOTICES

Written teaching contracts and/or salary notices for the next school year, whichever is appropriate to the individual employee, shall be issued no later than June 1 each year with the contract figure at that time.

If negotiations cause employees' salaries to change subsequent to the issuance of teaching contracts and salary notices, a revised salary notice shall be issued to each employee so affected within thirty (30) days following ratification of a negotiated agreement by both the Association and the Board.

When an employee is advanced to another column on the salary schedule (see Article VIII, Section 4, Paragraph C), he/she shall be issued a revised salary notice within thirty (30) days.

Upon being initially employed by the Board, a teacher will be given a one-year limited contract. After successful completion of this initial contract, the teacher will be eligible for a second one-year limited contract. After successful completion of his/her second contract, a teacher will be eligible for a two-year limited contract. Said teacher will be eligible for additional two-year limited contracts until such time as he/she becomes eligible for a continuing contract. The teacher must apply, in writing, to the Superintendent,

requesting the issuance of a continuing contract by April 10.

If a teacher does not successfully complete a limited contract term, he/she may be offered a one-year limited "improvement" contract. In such instance, the employee will be given specific written assistance relating to the teacher's professional improvement. If the desired improvement is realized during the term of the one-year "improvement" contract, the above-stated contract sequence will progress.

ARTICLE XXIV

VACANCIES

All vacancies (including extra-duty) shall be posted in each building in a faculty area and a copy of each posting will be provided to the Association President. When school is not in session, notice of vacancies shall be mailed by special mailing or with the teacher's paycheck. Vacancies shall be posted for a minimum of five (5) workdays. The Board of Education reserves the right to fill vacancies without posting during the period between August 1 and the first day of school. The Board of Education, in agreement with the Association President, reserves the right to fill vacancies without posting for emergency vacancies.

ARTICLE XXV

LABOR/MANAGEMENT COMMITTEE

The Board and SCEA agree to establish a Labor/Management Committee for the purpose of maintaining open communications between the parties. The committee shall be comprised of four (4) members from the SCEA, two (2) members of the Board of Education, the Superintendent and one (1) building principal. This committee shall not be utilized for the purposes of negotiations or the adjustment of grievances.

The Labor/Management Committee shall meet whenever both parties deem it necessary. The SCEA President and the Superintendent shall exchange agendas of issues to be discussed at least one (1) week in advance of the meeting, or as mutually agreed.

ARTICLE XXVI

DRUG-FREE WORKPLACE

The Board and the Association are committed to the national goal of a drug-free workplace. The Board shall adopt a policy regarding a drug-free workplace in accordance with federal law. No change in working conditions or employment practices beyond what is required under federal law shall result from the Board's adoption of such policy unless such changes are bargained and agreed to by both the Board and the Association.

ARTICLE XXVII

ACADEMIC FREEDOM

- A. Teachers shall have academic freedom within the confines of the Constitution of the United States and Ohio case law. The parties recognize that academic freedom is a right that must be balanced against the interests of the state in providing a sound, well-balanced educational program, and the interests of students in having a learning environment free from dogmatism and bias.
- B. Teachers will be free from censorship and artificial restraints in curriculum approved by the Erie-Huron-Ottawa Educational Service Center and the South Central Board of Education as a necessary condition for the successful practice of the teaching profession in a free society. However certain teaching methods or practices may be restricted where such methods or practices are determined by the

materials review committee and/or the South Central Board of Education to be educationally unsound, inappropriate for the age or maturity level of students, or are irrelevant to any valid educational objective contained in the curriculum.

- C. Each teacher is the final authority to grade students in his/her charge. A change of student's grade by the principal and/or Superintendent, either in an individual grading period or the final course grade, without the teacher's written consent, will occur only if it is demonstrated the grade was not given in a professional and/or correct manner. Notice of any change will be given, in writing, to the teacher and the student's parents.

ARTICLE XXVIII

BUILDING ADVISORY COMMITTEES

To provide for teacher input into the building level decision-making process, each principal will establish a building advisory committee to meet on a regular basis. The purpose of the committee will be to provide the principal with staff input prior to the finalizing of decisions which would have significant impact upon overall building operations and to provide a forum for detailed discussion which might normally impede the efficiency of a larger, general staff meeting.

Service on the Building Advisory Committee shall be on a voluntary basis only. Teacher representatives on the committee shall be selected by those certified staff members in the building who are members of the SCEA bargaining unit. Up to five (5) members will be selected to serve on an annual basis.

Agenda items for Building Advisory Committee meetings may be submitted by the principal or through any teacher representative on the committee.

ARTICLE XXIX

STUDENT DISCIPLINE/TEACHER PROTECTION

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom, on school property, and at school functions.

In the fulfillment of his/her responsibilities relative to maintaining control and discipline, an employee shall have the right to consult with the building administrator prior to placing himself/herself into a situation which may cause immediate or potential jeopardy to his/her health or safety.

ARTICLE XXX

CONFLICT OF LAW

SECTION 1

The Board and the Association agree that all items in this agreement which supersede applicable state law and which may permissibly do so under Chapter 4117 of the Ohio Revised Code shall not be affected by this Article. In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, the applicable state or federal law, or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

SECTION 2

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this Agreement, then the head negotiators and UniServ Representative will meet to negotiate any necessary change in the Agreement relative to the affected provisions as soon as possible by demand of either party.

ARTICLE XXXI

INTERACTIVE DISTANCE LEARNING

- A. The purpose of Interactive Distance Learning (IDL) is to provide additional educational opportunities for children attending the South Central Local School District. IDL will be used to supplement and enhance the curriculum, and shall not be used to replace current course offerings/curriculum.
- B. The IDL project shall not reduce the total number of bargaining unit members employed nor shall the hours worked by an individual bargaining unit member be reduced as a result of the implementation and use of telecommunications via IDL.
- C. All IDL assignments will be posted according to Article XXIV of the collective bargaining agreement.
- D. The evaluation of bargaining unit members who teach IDL courses shall be in accordance with Article XIX of the collective bargaining agreement. All evaluations/observations shall require the physical presence of the evaluator. Observations shall not be conducted by electronic means without prior notice.

ARTICLE XXXII

CLASS SIZE

The Board will make a reasonable effort to keep the class size for Kindergarten through grade 4 to twenty-five (25) pupils per class. For grades 5 through 12, the Board will make reasonable effort to keep the class size to thirty (30). In addition, the Board will make reasonable effort to balance classes within a given department and/or grade level.

Reasonable effort will be made to arrange the schedules of art, music, and physical education teachers in order to minimize the number of preparations per day.

Excluded from the above-stated class size maximum will be band, choir, study hall, and homeroom activities.

The Board will meet State Minimum Standards in regard to class size.

Room size and available work stations shall be considered in the assignment of pupils.

The determination of class size shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision.

ARTICLE XXXIII

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A Local Professional Development Committee (LPDC) shall be formed pursuant to Ohio Revised Code 3319.22.

A. COMMITTEE COMPOSITION

The committee shall consist of three (3) teachers, selected by the Association, and two (2) individuals selected by the Superintendent. One (1) additional individual may be an employee of the North Point ESC. In the event of a vacancy, a replacement shall be selected by the party making the original appointment.

B. TERM OF OFFICE

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one half (1/2) of the terms expire annually. One half (1/2) of the initial appointments shall be for a three (3) year term to enable such staggering of terms.

C. COMMITTEE OPERATION

The committee chairperson shall be selected by majority vote of the committee members. The committee chair shall be the official designee whose signature shall designate approval and completion of an Individual's Professional Development (IPDP).

Decisions shall be made by majority vote of the committee members present and voting. At the request of an administrative member of the committee, an administrator's IPDP shall be reviewed and subject to approval by the LPDC consisting of a majority of administrators. The number of teachers who will vote on administrator's LPDC shall be reduced to permit such a majority.

The LPDC shall have the authority to establish its operational rules, in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the collective bargaining agreement or an individual's employment contract.

D. MEETING SCHEDULE AND COMPENSATION

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 annually, the committee shall post its meeting schedule in each building. Additional meetings may be scheduled as necessary.

Committee members shall be paid four hundred dollars (\$400) per committee member per year. The LPDC Leader shall be paid six hundred dollars (\$600) per year.

E. HURON COUNTY OVERSIGHT PROFESSIONAL DEVELOPMENT COMMITTEE

A teacher member shall be appointed annually by the LPDC to serve on the Erie-Huron-Ottawa Educational Service Center Oversight Professional Development Committee. This Oversight Committee shall act as the body to which a teacher or administrator may appeal the LPDC's decisions regarding the teacher's/administrator's IPDP, based upon the rules established by the LPDC. In cooperation with Erie-Huron-Ottawa Educational Service Center staff, the Oversight Committee shall process all necessary paperwork to the Ohio Department of Education as required for renewal of certificates/licenses.

ARTICLE XXXIV

ENTRY YEAR PROGRAM

A committee is to be established during negotiations to re-write this Article to make compliant with current law (Resident Educator licensure, etc.). The committee shall be comprised of two (2) administrators and three or four (3 or 4) bargaining unit members. The committee's final draft will be given to both collective bargaining teams for review prior to the start of the 2012-2013 school year, for final approval as a Memorandum of Understanding.

ARTICLE XXXV

PERSONNEL FILE

1. Employees will receive a copy of all materials that are being placed by the Administration in the official personnel file other than the material originally supplied as confidential prior to the employee's hire. Additionally, the employee shall sign and date all materials that are being placed by the Administration in the official personnel file. Such signature does not indicate agreement with the content, but indicates only that the material has been reviewed by the employee prior to its placement in the file.
2. A teacher will have the right to view the contents of his/her official personnel file before or after school or during their planning period during their employment by the Board and with prior notification to and appointment with the treasurer. He/she shall furthermore be entitled to place rebuttal material in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal. A representative of the Association shall be permitted, at the member's request, to view a teacher's official personnel file provided the teacher signs a form authorizing him/her to do so.
3. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them when it is placed in the official personnel file.
4. Anonymous letters or materials shall not be placed in the official personnel file.
5. A member shall be entitled to a copy, at his/her expense, or any material in his/her file except for material originally supplied to the Administration as confidential previous to his/her employment.
6. An employee shall be notified in a timely fashion of any request(s) to view the contents of the employee's personnel file.
7. Information in the personnel file may be removed upon mutual agreement of the professional staff member and the administrator making the entry, or the Superintendent.

ARTICLE XXXVI

DURATION OF AGREEMENT

1. No change in a specific term of this agreement shall be made during the life of this agreement except by mutual agreement. Any agreement mutually agreed to during the life of this agreement shall be reduced to writing in a *Memorandum of Understanding*, ratified by each party and attached to this agreement.
2. This contract shall become effective the first day of July, 2012 and shall remain in full force and effect through the thirtieth day of June, 2014 both dates inclusive.

SOUTH CENTRAL BOARD OF EDUCATION



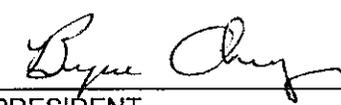
PRESIDENT

NEGOTIATOR

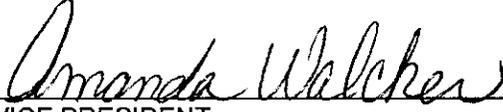


SUPERINTENDENT

SOUTH CENTRAL EDUCATORS' ASSOCIATION



PRESIDENT



VICE PRESIDENT

SERB AGENT OF RECORD

GRIEVANCE FORM

NAME OF GRIEVANT _____

DATE OF FILING _____

BUILDING _____ ASSIGNMENT _____

DATE CAUSE OF GRIEVANCE OCCURRED _____

SECTION(S) OF CONTRACT ALLEGEDLY VIOLATED _____

STATEMENT OF GRIEVANCE (use additional sheets if necessary): _____

RELIEF SOUGHT _____

SIGNATURE OF GRIEVANT _____ DATE _____

SIGNATURE FOR ASSOCIATION _____ DATE _____

STEP 1

RECEIPT OF GRIEVANCE BY IMMEDIATE SUPERVISOR

SIGNATURE OF IMMEDIATE SUPERVISOR _____

DATE _____ TIME _____

DISPOSITION OF IMMEDIATE SUPERVISOR _____

SIGNATURE OF IMMEDIATE SUPERVISOR _____

DATE _____

STEP 2

RECEIPT OF GRIEVANCE BY SUPERINTENDENT

SIGNATURE OF SUPERINTENDENT _____

DATE _____ TIME _____

DISPOSITION BY SUPERINTENDENT _____

SIGNATURE OF SUPERINTENDENT _____

DATE _____

STEP 3

RECEIPT OF GRIEVANCE ON BEHALF OF BOARD OF EDUCATION

SIGNATURE OF BOARD PRESIDENT OR DESIGNEE _____

DATE _____ TIME _____

DATE OF HEARING WITH BOARD: _____

DECISION OF BOARD: _____

SIGNATURE OF BOARD PRESIDENT _____

DATE _____

**SOUTH CENTRAL LOCAL SCHOOLS
2012-2013 CERTIFIED SALARY SCHEDULE**

STEP	<u>BACHELORS</u>	<u>150 HOURS</u>	<u>MASTERS</u>	<u>MA+15</u>	<u>MA+30</u>
0	31,068	32,466	34,020	34,796	35,573
	1	1.045	1.095	1.12	1.145
1	32,311	33,864	35,573	36,350	37,126
	1.04	1.09	1.145	1.17	1.195
2	33,554	35,262	37,126	37,903	38,680
	1.08	1.135	1.195	1.22	1.245
3	34,796	36,660	38,680	39,457	40,233
	1.12	1.18	1.245	1.27	1.295
4	36,039	38,059	40,233	41,010	41,787
	1.16	1.225	1.295	1.32	1.345
5	37,282	39,457	41,787	42,563	43,340
	1.2	1.27	1.345	1.37	1.395
6	38,525	40,855	43,340	44,117	44,894
	1.24	1.315	1.395	1.42	1.445
7	39,767	42,253	44,894	45,670	46,447
	1.28	1.36	1.445	1.47	1.495
8	41,010	43,651	46,447	47,224	48,000
	1.32	1.405	1.495	1.52	1.545
9	42,253	45,049	48,000	48,777	49,554
	1.36	1.45	1.545	1.57	1.595
10	43,495	46,447	49,554	50,330	51,107
	1.4	1.495	1.595	1.62	1.645
11	44,738	47,845	51,107	51,884	52,661
	1.44	1.54	1.645	1.67	1.695
12	45,981	49,243	52,661	53,437	54,214
	1.48	1.585	1.695	1.72	1.745
13	47,224	50,641	54,214	54,991	55,767
	1.52	1.63	1.745	1.77	1.795
14	48,466	52,039	55,767	56,544	57,321
	1.56	1.675	1.795	1.82	1.845
15	49,709	53,437	57,321	58,097	58,874
	1.6	1.72	1.845	1.87	1.895
16	50,952	54,835	58,874	59,651	60,428
	1.64	1.765	1.895	1.92	1.945
17		56,233	60,428	61,204	61,981
		1.81	1.945	1.97	1.995
18			61,981	62,758	63,534
			1.995	2.02	2.045
19				64,311	65,088
				2.07	2.095
20					66,641
					2.145
25	52,195	57,631	63,534	65,865	68,195
	1.68	1.855	2.045	2.12	2.195
27	53,437	59,030	65,088	67,418	69,748
	1.72	1.9	2.095	2.17	2.245

**SOUTH CENTRAL LOCAL SCHOOLS
2013-2014 CERTIFIED SALARY SCHEDULE**

STEP	<u>BACHELORS</u>	<u>150 HOURS</u>	<u>MASTERS</u>	<u>MA+15</u>	<u>MA+30</u>
0	31,068	32,466	34,020	34,796	35,573
	1	1.045	1.095	1.12	1.145
1	32,311	33,864	35,573	36,350	37,126
	1.04	1.09	1.145	1.17	1.195
2	33,554	35,262	37,126	37,903	38,680
	1.08	1.135	1.195	1.22	1.245
3	34,796	36,660	38,680	39,457	40,233
	1.12	1.18	1.245	1.27	1.295
4	36,039	38,059	40,233	41,010	41,787
	1.16	1.225	1.295	1.32	1.345
5	37,282	39,457	41,787	42,563	43,340
	1.2	1.27	1.345	1.37	1.395
6	38,525	40,855	43,340	44,117	44,894
	1.24	1.315	1.395	1.42	1.445
7	39,767	42,253	44,894	45,670	46,447
	1.28	1.36	1.445	1.47	1.495
8	41,010	43,651	46,447	47,224	48,000
	1.32	1.405	1.495	1.52	1.545
9	42,253	45,049	48,000	48,777	49,554
	1.36	1.45	1.545	1.57	1.595
10	43,495	46,447	49,554	50,330	51,107
	1.4	1.495	1.595	1.62	1.645
11	44,738	47,845	51,107	51,884	52,661
	1.44	1.54	1.645	1.67	1.695
12	45,981	49,243	52,661	53,437	54,214
	1.48	1.585	1.695	1.72	1.745
13	47,224	50,641	54,214	54,991	55,767
	1.52	1.63	1.745	1.77	1.795
14	48,466	52,039	55,767	56,544	57,321
	1.56	1.675	1.795	1.82	1.845
15	49,709	53,437	57,321	58,097	58,874
	1.6	1.72	1.845	1.87	1.895
16	50,952	54,835	58,874	59,651	60,428
	1.64	1.765	1.895	1.92	1.945
17		56,233	60,428	61,204	61,981
		1.81	1.945	1.97	1.995
18			61,981	62,758	63,534
			1.995	2.02	2.045
19				64,311	65,088
				2.07	2.095
20					66,641
					2.145
25	52,195	57,631	63,534	65,865	68,195
	1.68	1.855	2.045	2.12	2.195
27	53,437	59,030	65,088	67,418	69,748
	1.72	1.9	2.095	2.17	2.245

**SOUTH CENTRAL SCHOOLS
SUPPLEMENTAL DUTY SALARY SCHEDULE**

APPENDIX C

ATHLETICS

<u>ACTIVITY</u>	<u>VARSITY COACH</u>	<u>ASSISTANT VARSITY COACH</u>	<u>JR. HIGH COACH</u>	<u>PAY SCHEDULE</u>
High School Athletic Director	18% plus two periods daily (based on a 9 period day)			Sep-May
Jr. High Athletic Director			9%	Sep-May
Football	13%	9%	5%	Sep-Nov
Basketball	13%	9%	7%	Nov-Mar
Volleyball	10%	7%	5%	Sep-Nov
Golf	10%			Sep-Oct
Cross-Country	9%		5%	Sep-Oct
Track	10%	7%	5%	Apr-May
Baseball	10%	7%		Apr-May
Softball	10%	7%		Apr-May
Cheerleader	5% (fall season,var.)	2 ½% (fall season)	2% (fall season)	Sep-Nov
Cheerleader	5% (wtr season)	2 ½% (winter season)	2% (wtr season)	Nov-Mar
Flag Corps/Majorette Advisor	2%			Sep-Nov
Wrestling	10%	7%	5%	Nov-Mar
PowerLifting	7%			Nov-Mar
District Webmaster	0%			Volunteer/no pay

****Experience as a head or an assistant or an advisor and experience as a teacher may not be the same. Therefore, additional duty index will be applied to the Bachelor's Degree column corresponding with the experience in the position as Varsity, Junior Varsity or Jr. High Coach or experience as an Advisor. Experience will be granted at the Varsity level only in the particular sport; (Example, Varsity Basketball experience will not apply to Varsity Football).

The percentage indicated for junior high coaches shall apply when only a single team exists. When there are both 7th and 8th grade teams, the percentage shall be paid for each team (two teams/two coaches to be paid).

CO-CURRICULAR

<u>ACTIVITY</u>	<u>HIGH SCHOOL ADVISOR</u>	<u>JR. HIGH ADVISOR</u>	<u>PAY SCHEDULE</u>
Band Director	11%		Sep-May
Vocal Music Director	8%	2% (Elementary)	Sep-May
Yearbook Advisor	8% *		Sep-May
Student Council	3% *	3%**	Sep-May
SADD Coordinator	3%	1%	Sep-May
Academic Challenge	5% *	3% *	Sep-May
S.T.E.P. Teacher	2%		Sep-May
Outdoor Ed. Coordinator		2%	Sep-May
Mentor Teacher	2%		Sep-May
Lead Mentor	5%		Sep-May
With Ohio First Training	1%		Sep-May
With Praxis III Training	1%		Sep-May
Technology Assistant (High School)	2%		Sep-May
Intervention Assistance Team (I.A.T.)	\$20/hr (increment 1/4hr) (Members: 4 (5-8), 3 (9-12))		
	Members submit meeting sheets to Treasurer's office for payment.		
	Elementary Team members (5 members) 5%		
Club Sponsors	2%		Sep-May
Art Club	2%	2%	Sep-May
<u>CLASS ADVISORS</u>			
Eighth	1%		Sep-May
Freshman	1%		Sep-May
Sophomore	1%		Sep-May
Junior	4% *		Sep-May
Senior	2% *		Sep-May
Stage Director	10%		After Production
Technical Director	9%		After Production
Music Director for Musical	10%		After Production
Choreographer (High School Musicals)	\$500.00 stipend		

* Two advisors - each paid the same percentage

** Three advisors (one advisor per grade level)

Should the Superintendent or Association deem that it may be necessary to consider additional supplemental duties, either may request

a meeting to discuss the item(s) of concern.

APPENDIX D

**South Central Local Schools
Teacher Evaluation**

Teacher _____ Date _____ Time _____ Page ___ of ___

Instructional Review/Non-instructional Review – S = Satisfactory U = Unsatisfactory (comment required) N= not observed

Classroom Environment

- Classroom Management.
- Student Teacher Relationship.
- Atmosphere.

Instruction/Evaluation

- Planning and preparation evident.
- Address content standards.
- Uses a variety of teaching methods.
- Presentation.
- Clear and specific instructional goals.
- Appropriate evaluations/feedback.
- Effective use of time.
- Maintains current and accurate records.

**South Central Local Schools
Teacher Evaluation**

Teacher _____ Date _____ Time _____

Page ___ of ___

Professionalism

- Communication
- The teacher acts professionally.
- The teacher treats others with fairness and respect.
- Promptness in responding to request.
- Adheres to policy and procedures.

Comments

Additional Comments

Signature of Teacher

Date of Conference

Signature of Principal

White – Principal
Yellow – Superintendent

* The teacher's signature indicates a conference was held.
* The teacher may make any comments desired on a separate sheet of

**SOUTH CENTRAL LOCAL SCHOOLS
REQUEST FOR PAYMENT IN LIEU OF PARTICIPATION**

I am requesting payment in lieu of participating in the South Central Local Schools health insurance program at this time. ** A payment of ten percent (10%) of the current premium will be made in a lump sum the first pay after June 30.

Employee's Name (Print)

Employee's Signature

Date

Employee's Social Security #

** If there is a change in lifestyle after the September 1 deadline, the employee may request to participate in the health insurance program. At that time the request for payment in lieu of participation will be cancelled.

APPLICATION FOR LEAVE

APPENDIX F

A. _____ Employee's Signature _____ Date
(Signature indicates employee understands day(s) requested are within guidelines of master contract.)

Check One: Check Reason:
Sick Leave -> Employee OR Immediate family/Other
Bereavement -> Immediate family OR Other relative
Required court appearance (litigant or witness or jury duty)
Professional -> Destination:
Employee registers for conference
OR
Treasurer registers for conference (Registration material attached)

SCEA members only: OAPSE members only:
Unrestricted personal leave Personal leave
Restricted personal leave Vacation

Date(s) of requested leave: _____

B. Approved Disapproved Principal's signature Date
Approved Disapproved Supervisor's signature Date
Approved Disapproved Superintendent's signature Date

C. _____ Substitute Name _____ Date(s) worked
Substitute Signature
First-time substitute employee must complete payroll paperwork in District Office.

D. PAYROLL AUTHORIZATION (OFFICE USE ONLY)

_____ Date paid _____ Hourly/Daily rate _____ Hours/Days _____ Amount

Deduct from regular employee:
Day(s) SICK LEAVE Day(s) PERSONAL LEAVE
Day(s) PROFESSIONAL LEAVE Day(s) BEREAVEMENT LEAVE
Day(s) DEDUCT FROM SALARY @ _____ = \$ _____
Day(s) VACATION
Day(s) JURY DUTY

Superintendent's Signature _____

Payroll Clerk Initials _____