

STATE EMPLOYMENT  
RELATIONS BOARD

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# **NEGOTIATED AGREEMENT**

BETWEEN

**SOUTHERN LOCAL EDUCATION ASSOCIATION**

AND

**SOUTHERN LOCAL BOARD OF EDUCATION**

**July 1, 2012 – June 30, 2015**

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## **Article I**

### **RECOGNITION**

The Southern Local Board of Education recognizes the SLEA/OEA/NEA as the sole and exclusive bargaining agent for all certificated, professional staff, working more than eighteen (18) hours per week, excluding the Superintendent, building principals, and other administrative personnel hired under administrative contract in accordance with 3319.02 O.R.C.; substitute teachers; home instructors and home tutors (being those hired on an hourly basis not to exceed three (3) hours per day); and casual employees (those not employed by the school district).

## Article II

### THE NEGOTIATED CONTRACT

#### A. Severability

1. 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 agency or a 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 agency or a state agency pursuant thereto shall continue in full force and effect in accordance with their terms.
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 agency or a state agency pursuant thereto, which would invalidate any provision of this agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within thirty (30) days by demand of either party.
3. 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 agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s), of employment or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within thirty (30) days by demand of either party.

#### B. Maintenance

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

## Article III

### NEGOTIATIONS PROCEDURE

#### A. Negotiations

1. Either party may initiate negotiations by filing a notice to negotiate at least sixty (60) days prior to the expiration of this contract.
2. As soon as possible after this contract is signed, 100 copies of this contract shall be reproduced. The Board shall distribute copies to the Board members and school Administrators, and the Southern Local Education Association shall distribute one (1) copy to each bargaining unit member. The cost of the booklet shall be shared. All undistributed copies shall be retained by the Southern Local Education Association for future distribution.

- B. The following alternate dispute settlement procedure shall replace O.R.C. 4117.14(C)(2) through 4117.14(D)(1) as provided for under O.R.C. 4117.14(C)(1)(f) in the negotiations for a successor contract.

Both parties agree that mediation through FMCS is the final step and that following the end of the mediation process O.R.C. 4117.14(D)(2) and the provisions thereafter shall apply. The mediation process shall end no later than 15 working days following the declaration of impasse by either party.

Nothing contained herein shall prohibit the parties from, at any time, mutually agreeing to extend the timelines or another dispute resolution procedure.

## Article IV

### GRIEVANCE PROCEDURE

- A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- B. A grievant is a member of the bargaining unit or the Association having a grievance.
- C. A day shall mean work days during the regular school year. During summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.
- D. Either party retains the right to representation at any step in this procedure. However, no grievant may be represented by any teacher organization other than the Association.
- E. A grievance may be withdrawn at any level without prejudice or record.
- F. Except at Step 1, all grievances shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied, a brief statement of the facts, giving rise to the grievance, and the relief sought.
- G. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.
- H. Any grievance not answered by the administration within the time limits in that level may be appealed to the next level.
- I. All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be kept confidential.
- J. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, or any participant in the grievance procedure.
- K. The Association shall receive copies of all written grievances.
- L. No grievance resolution shall be inconsistent with the terms of this contract.
- M. Authority to Resolve Grievance - In the event the immediate supervisor does not have the authority to resolve the grievance, the grievance procedure may be initiated at Step III.

### **Step I - Informal**

A grievant shall discuss the alleged grievance with their building principal within twenty (20) days of the facts giving rise to the grievance after they know or should have known of the alleged grievance. The grievant and building principal will sign a grievance form to indicate that step one (1) has been completed

### **Step II**

If the grievance is not resolved at Step I, the grievant shall within ten (10) days of the Step I meeting, file a Grievance Report Form II with building principal and Association President. Said form shall include date of occurrence, statement of nature of grievance, provisions of the contract allegedly violated, and a brief statement of the facts giving rise to the grievance, and the relief sought.

The principal shall indicate his/her disposition of the grievance in writing within ten (10) days after receiving grievance form.

### **Step III**

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she shall within ten (10) days of receipt of disposition request a meeting with the Superintendent to discuss the grievance.

The Superintendent shall meet with the grievant within five (5) days of the request.

Within three (3) days of the meeting, the Superintendent shall indicate, in writing, his/her disposition of the grievance.

### **Step IV**

If the grievant is not satisfied with the disposition of the grievance at Step III, within ten (10) days of receipt of the disposition of the grievance he/she shall request a meeting with the Board of Education to discuss the grievance.

The Board shall meet with the grievant at its next regular Board meeting. Within ten (10) days following the meeting, the Superintendent shall issue an answer on behalf of the Board.

### **Step V**

1. If the Association is not satisfied with the disposition of the grievance at Step IV, the Association, may within fifteen (15) days from receipt of Step IV disposition, request a hearing before an arbitrator. The Association's request for arbitration shall be by email with return receipt requested to the Superintendent.
2. Within ten (10) days following receipt by the Superintendent of the Association's request for arbitration, the Association shall petition American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected through the use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The decision shall be in writing and a copy sent to all parties present within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract. All expenses for the arbitrator shall be paid by the losing party.

## Article V

### CONTRACTS

#### A. Contract Status

Members becoming eligible for a Continuing Contract during the term of a limited contract shall be considered for a Continuing Contract in accordance with Revised Code Section 3319.11 only at the regular Board meeting in April provided they have notified the Superintendent in writing of their eligibility prior to February 1<sup>st</sup> of that school year. Members who meet all the requirements of law shall be granted a continuing contract unless the teacher has ineffective or unsatisfactory evaluations or has been placed on an improvement plan.

#### B. Contract Progression

1. Limited contracts shall be issued in the following progression:
  - a. One (1) year limited contract upon initial employment.
  - b. One (1) year limited contract upon reemployment for the second contract.
  - c. One (1) year limited contract upon reemployment for the third contract.
  - d. Three (3) year contract upon reemployment for the fourth contract.
  - e. Five (5) year contract upon reemployment for the fifth (5th) contract and every limited contract thereafter.

## Article VI

### NON-RENEWAL OF A LIMITED CONTRACT

- A. Reasons for the non-renewal of a bargaining unit member's contract shall be based upon the evaluation of the individual's total job performance. The superintendent shall notify the teacher in writing prior to April 1st specifying the reasons why the superintendent intends to recommend that the teacher's contract will not be renewed.
- B. The member shall have the right to meet with the superintendent. Such meeting must take place within ten (10) days of the teacher's request. A decision in writing shall be rendered within five (5) school days.
- C. If the superintendent still intends to recommend non-renewal, the member has the right to a hearing before the school board (in executive session if requested).
- D. The member may be represented at any point in the non-renewal process by an Association representative, or legal counsel of his/her choice.
- E. Non-renewal will not be used to achieve a reduction in force.
- F. After completion of the third (3rd) one (1) year limited contract, no bargaining unit member shall be non-renewed without just cause.

## Article VII

### REDUCTION IN FORCE POLICY

Summary of Agreement for RIF Article:

1. The Board has indicated that there will be no RIF for the 2011-12 school year. Elimination of positions due to attrition shall not be considered a RIF. The parties agree to work together to revise the RIF Article for the 2012-13 school year and thereafter. The parties further agree to have the revision completed no later than November 30, 2012.
  2. If the parties cannot come to an agreement on how to revise Article VII before November 30, 2012, then a mediator from FMCS will be engaged to assist the parties.
  3. If the parties cannot come to an agreement on how to revise Article VII before January 1, 2013, and a reduction in force is necessary, then the procedure for reductions will be in accordance with law.
  4. Any position or prior position of either party in bargaining will not be used against that party.
- A. The employment contract of a bargaining unit member may be suspended pursuant to section 3319.17 O.R.C. when the position is eliminated as a result of the following:
1. A reduction in pupil enrollment.
  2. The suspension of school.
  3. Territorial changes affecting the school district.
  4. Return to duty of teachers after leaves of absence.
  5. Financial reasons.
- B. When a reduction in force is necessary for any of the above, the following procedures shall apply:
1. Reductions shall be made by suspending contracts based upon the superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
    - a. If the Board is considering suspending the contracts of any bargaining unit members, it shall notify both the teacher and the Association in writing, no later than April 1st. The notice shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Both the Association and the teacher or teachers affected shall have the right to a hearing before the Board to present written and oral testimony concerning the reduction in force.

- b. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts. An updated seniority list shall be made available to the Association.
- c. Seniority shall be defined as the length of continuous uninterrupted employment in the bargaining unit. Seniority shall not be interrupted during a leave of absence or maternity/paternity/child care leave. Seniority will accrue during sabbatical leave.
- d. If seniority is tied, the following procedure will be followed:
- Seniority used in the Agreement means the length of continuous employment in the Southern Local School District beginning with the most recent date of employment, that is, the date on which the Board approved the teacher's employment under a regular contract.
  - The bargaining unit member that has the earliest employment date as determined by his/her employment at a regular or special meeting of the Board of Education shall be deemed to have the most seniority.
  - If two or more bargaining unit members with the same licensure were employed at the same Board of Education meeting, then the tie shall be broken by a random selection process.
  - The random selection shall be a "drawing of lots."
  - All bargaining unit member's names having the same seniority and licensure, after implementing, the first bullet above, will be placed in a box.
  - The OEA Labor Relations Consultant shall draw each name from the box with the first name drawn having the most seniority. Each succeeding name drawn shall have the most seniority.
  - Any bargaining unit member affected by this tie-breaker procedure, shall have the right to attend the tie-breaking process, but is not required to attend.
  - The Southern Local Teacher's Association President, and/or designee, and the Southern Local School District

Superintendent of Schools, and/or designee, shall be in attendance to oversee the tie-breaking process.

- Once the tie-breaker occurs, the newly determined seniority shall remain in effect for as long as the bargaining unit members remain employed in the District.
- The newly determined seniority tie-breaker process shall be used for defining seniority as used in the Negotiated Agreement.

e. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure. A teacher so affected may elect to displace a teacher who holds the lowest position on a seniority list for another area of certification/licensure. Any such election must be made at the time the teacher is notified in writing that he/she will be affected by a reduction in force.

2. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for the length of their contract or 24 months from the date of the reduction, whichever is longer.

C. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy.
2. All vacancies will be posted to bargaining unit members before being offered to any member on the recall list. If filled by a bargaining unit member, any new vacancy will then follow the posting procedures.
3. The priority for recall to a position shall be as follows:
  - a. fully certified/licensed teacher.
  - b. if no teacher on the recall list is fully certified/licensed for that position, a new hire may be employed.
  - c. and if no fully certified/licensed person is available to fill the position and a temporarily licensed person must be hired, then teachers on the recall list will be notified and given the opportunity to become temporarily licensed, if the coursework and temporary licensure can be obtained by the date the teacher is needed to begin work in the position.
4. If a vacancy occurs, which requires the employment of a person, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is

the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within ten (10) calendar days from postmark date. The most senior of those responding and eligible for the position as described above, will be given the vacant position. Any teacher who fails to respond within this ten (10) day period, or who declines to accept the position, will forfeit all recall rights.

5. A teacher on the recall list will, upon acceptance of the notification to resume active employment, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
6. If a laid-off teacher is recalled to a position other than that which he/she held at the time of the lay-off, he/she will remain eligible for recall in accordance with subsection 2 above.
7. While on lay-off a teacher will have the option to remain an active participant in fringe benefit programs for as long as his/her name remains on the active recall list. (Contract length or 24 months whichever is longer). The teacher must personally contribute the total amount necessary to maintain such fringe benefits. The total amounts must be paid monthly in advance of billing date.

*X*

- D. The parties agree that these procedures apply only to the suspension of contract under the O.R.C. 3319.17.
- E. In order to qualify for the procedures in B(1)(e) all certificates/licenses pertaining to the areas or levels of certification/licensure involved must be on file with the district superintendent.

## Article VIII

### TERMS AND CONDITIONS

#### A. Complaints Against Bargaining Unit Members

Any complaints against any employee which arise within the membership of the Board or which come to the attention of the Board, except through the superintendent, shall be referred to the superintendent for consideration. The superintendent shall notify the employee of the complaint against him/her before the Board takes any action resulting from the complaint. In case either the employee or the complainant is not satisfied with the decision of the superintendent, an appeal may be taken to the Board. No complaint shall be considered by the Board in any other manner.

Should a community member attend a public Board meeting for the purpose of complaint against any bargaining unit member, the Board shall hear the individual's complaint in executive session. Such executive session shall exclude the news media.

#### B. Assignment Transfer and Vacancy

##### 1. Teacher Assignment

Any bargaining unit member presently under contract shall be notified in writing of his/her teaching assignment prior to May 15th. The notification will specify building, grade levels or subjects to be taught, or the department in which services are to be rendered if no grade levels or subjects are involved, and the approximate number of students to be enrolled in the class or classes.

Members will be notified of the finalized master schedule by mail no later than July 10.

Members shall have ten (10) days to appeal their assignments. Appeal must be made in writing to the superintendent. The superintendent will notify the bargaining unit members within five (5) days of his/her decision.

##### 2. Involuntary Teacher Reassignment

When reassignments must be made because of staff realignment, resignations, or decreased enrollment, only members within the grade level or subject areas affected will be considered and then on the basis of their bargaining unit seniority. Preference regarding transfer possibilities and reassignments shall be given to the staff in order of seniority within the bargaining unit. Members of the bargaining unit who are involuntarily reassigned after May 15th shall be notified by certified mail and the notification shall contain the reasons for the reassignment. Members

assigned after July 10th will be given one (1) day paid extended service for the purpose of preparing for their new assignment at 1/183 days of their regular salary.

### 3. Notification of Teaching Vacancies

A vacancy shall be defined as a position which is unoccupied or unfilled. Each bargaining unit member shall be notified within ten (10) days of the known vacancy. During the months that school is in session, members shall receive such notification in their mailboxes. During the summer months, notification shall be mailed with payroll checks. The notice shall include a description of the duties of the position and the specific qualifications, if any.

### 4. Voluntary Transfer

Bargaining unit members who wish to be interviewed/considered for a vacancy must notify the superintendent within five (5) working days after the posting or notification.

In acting on requests for voluntary assignment or transfer of bargaining unit members holding multi-year contracts, the superintendent will consider the following factors:

- a. Certification/licensure
- b. Seniority

In acting on requests for voluntary assignment or transfer of bargaining unit members in their first three (3) years of service and holding a one (1) year contract, the superintendent will consider all relevant factors including:

- a. Certification/licensure and highly qualified status
- b. Seniority in the bargaining unit
- c. Building staffing needs
- d. best interest of students
- e. team/staff compatibility
- f. length of service in the district

 When a position, either newly created or vacated, becomes available after the first nine (9) week period, that position will be posted and bid as usual; however, to maintain continuity within the district the successful bidder will assume the newly created or vacated position the next academic year.

 The filled position, for the remainder of the school year in which it became available, will remain temporary until filled by the successful bidder the next academic year.

The superintendent may deny the request if:

~~a.~~

a. The applicant is requesting a second (2nd) assignment change in one (1) year.

b. The applicant's request for transfer would force another bargaining unit member into a suspension under reduction in force.

c.

The applicant has significant and noted deficiencies over a five (5) year period or less.

### C. Evaluation Procedures

1. The evaluation of a bargaining unit member shall deal only with professional matters as established by the evaluation instrument and the goals/objectives set by the individual member and building principal.
2. All formal observations and evaluations shall be reduced to writing. Bargaining unit members will be evaluated at least twice per year. Bargaining unit members will receive a one day notice of the first evaluation in each school year. All other evaluations, for all bargaining unit members will be on an impromptu basis. No formal observation shall take place within one (1) day before or after a holiday or break within the school calendar unless requested by the bargaining unit member.
3. Performance evaluations shall be conducted by the building principal, but other credentialed district administrators may conduct the evaluation if the evaluator is agreed upon by the teacher. In the event that a building principal is out of the district on extended leave, then the Superintendent may assign another credentialed district administrator to evaluate teachers under that building administrator's supervision. Observations and evaluations of individual bargaining unit members by non-district personnel shall not be considered in any formal evaluation of the bargaining unit member's performance unless said bargaining unit member has given permission.
4. Bargaining unit members with less than three (3) years in the district shall be observed at least twice a year. Observations must take place before April 1st. Formal observations should be at least thirty (30) minutes in length. The bargaining unit member shall be observed at least once per evaluation. Bargaining unit members on expiring limited contracts shall be evaluated at least once in the year of expiration.
5. A copy of the written formal observation will be presented to the bargaining unit member within fifteen (15) days of the last observation at a follow-up conference.
6. If a bargaining unit member objects to the contents of the formal written evaluation, the bargaining unit member shall have the right to attach his/her comments to the form.

7. Both the bargaining unit member and principal or administrator must sign the form no later than fifteen (15) days following the observation and before it is placed in the bargaining unit member's personnel file. The bargaining unit member's signature does not necessarily indicate agreement with the contents.
8. Prior to the first evaluation, the principal or administrator will explain the procedure and form being used and the areas being evaluated and request that the bargaining unit member set goals for the second year. These goals may be amended or added to by the principal or administrator based upon deficiencies observed in the evaluation process.
9. If a bargaining unit member requests an evaluation, the evaluation shall be conducted within thirty (30) days.
10. All evaluations shall be an open, honest and accurate reflection of a member's job performance.
11. The Association and the Board have piloted an evaluation procedure during the 2011-12 school year and have agreed to continue the pilot for the 2012-13 school year as more fully described in the parties' MOU regarding TIF. The parties intend that the pilot evaluation procedures shall be in compliance with Race to the Top and Teacher Incentive Fund (TIF) guidelines. The parties further intend to comply with requirements of R.C. 3319.111, which mandates that by July 1, 2013, the Board, in consultation with teachers employed by the Board, shall adopt a standards-based teacher evaluation policy that conforms with law.

#### D. Discipline Procedure

1. Any verbal or written reprimand or criticism of a bargaining unit member by an administrator shall be made privately and in confidence and never in the presence of students, parents, community members, or other employees (unless the employee is representing the teacher), or in public gatherings.
2. The bargaining unit member is entitled to representation at any point in the reprimand process.

#### E. Protection of Teachers' Property

##### 1. Personal Property Protection

The Board shall reimburse to bargaining unit members the cost of replacing or repairing clothing or property destroyed or damaged while the employee is fulfilling his/her proper duties.

The bargaining unit member will complete a sheriff's report documenting the vandalism or burglary. If the employee has insurance coverage on

the items damaged, stolen, or destroyed, the Board will be responsible for paying only the deductible amount if any. The reimbursement shall not exceed \$500.

## 2. Legal Redress

The Board and superintendent will not interfere with the bargaining unit member's right to seek legal redress against any person for personal injury or for destroying, damaging, or stealing personal property while fulfilling his/her proper duties. If the bargaining unit member must be absent from school to appear in court in order to obtain legal redress, such time will be paid and will not be deducted from any type of leave.

## F. School Day and Year

1. The school day for elementary bargaining unit members shall be six and one-half (6-1/2) hours plus thirty (30) consecutive duty-free minutes per lunch.
2. The school day for junior and senior high school bargaining unit members shall be six hours and forty-three minutes (6 hrs. 43 min.) plus thirty (30) consecutive duty-free minutes for lunch.
3. The school year shall not exceed 183 bargaining unit member days exclusive of an orientation day for newly employed bargaining unit members. Three (3) of these days shall be used in the following manner:
  - a. One (1) day for orientation the day before the student year begins, with no less than three (3) hours dedicated to room preparations.
  - b. One (1) day for completing school records the day after the student year ends.
  - c. One (1) day for an in-service session.

Two (2) of the 183 days may be used in the following manner:

- a. parent-teacher conferences.
  - b. District teacher in-service programs or work days.
4. At least four (4) weeks prior to the last day of school the Superintendent shall submit three (3) calendars to the entire staff for a vote. The majority vote will determine the calendar recommended to the Board for approval. Proposed calendars will include the scheduling of parent-teacher conference days if any.
  5. a. When a building or total school is closed because of a calamity day, as defined by law, Bargaining Unit Members regularly assigned to that building or school shall lose no personal or sick

leave days nor leave of any kind for that day.

- b. If the school is on a one (1) hour delay or two (2) hour delay, the Bargaining Unit Member's day shall reflect this delay.
- c. Contingency plans for scheduling when there is a one (1) or two (2) hour delay shall be incorporated into the teacher's handbook.

- 6. In the event school days in excess of those allowed under relevant state law are lost due to calamities, the make-up days will be determined by mutual agreement between the Superintendent and the SLEA executive committee but will not take place on non-certified employee paid holidays.

#### G. Duty Free Lunch

Each bargaining unit member employed by the Board shall be granted at least thirty (30) consecutive minutes for lunch each school day, during which time he/she shall not be required to perform any school activity.

Bargaining unit members may leave the building during their lunch time provided they have notified the office.

#### H. Conference Periods for Teachers

- 1. Bargaining unit members will receive at least forty (40) consecutive minutes of planning time per day.
- 2. Bargaining unit members may leave the building in emergency situations during conference periods providing they notify the office.

#### I. Classrooms, Supplies, and Equipment

- 1. A minimum classroom should have the following basic items:
  - a. Adequate heat, light, ventilation, and space.
  - b. One (1) bulletin board, one (1) pencil sharpener, one (1) flag, one (1) wall clock, one (1) wastebasket, one (1) four-drawer file cabinet, and adequate storage.
- 2. All other supplies, with the exception of desk items and reproduction supplies, shall be obtained through requisition. The Board recognizes that it is responsible for providing materials and supplies necessary to teach each approved course of study.
- 3. Each bargaining unit member shall be provided with keys to his/her own classroom(s) and keys to the school building if requested. Bargaining unit members shall be responsible for care of his/her own keys/fobs and should not issue them for use by students or non-school employees. Loss

of keys/fobs may result in a reprimand through progressive discipline beginning with a verbal reprimand.

#### J. Faculty Rooms

1. Faculty rooms are to be provided in all school buildings. The faculty rooms will have heating, ventilation, lighting, storage facilities, and electrical outlets.
2. Students will not have access to the faculty room during the school day.

#### K. Class Size and Teaching Load

1. No bargaining unit member shall be required to teach a split grade for more than one (1) year in a row.
2. In the area of K-4 classes there shall be no more than twenty-five (25) students pursuant to the Ohio Administrative Code 3301-35-03 (A) (3).

For the purposes of this Section "pupil" includes special education students mainstreamed into the regular classroom for more than half of the school day.

Bargaining unit members in K-4 classes having more than twenty-five (25) students will be compensated at the rate of one hundred and ninety dollars (\$190) per student per semester. Payment will be based on the end of the semester enrollment.

Class size excess payment will be paid twice per year (first pay to be paid with the first regular paycheck in February, and the last to be paid with the last regular paycheck in June). The teacher affected is responsible for submitting a request for pay on a standard form developed by the Association and approved by the District Treasurer.

3. Every attempt shall be made to eliminate or reduce all extra duty (homeroom, bus duty, recess duty, etc.) and/or provide additional planning time for bargaining unit members who have the following teaching situations:
  - a. Split grades K-6.
  - b. Departmentalized 5-8 classes with more than six (6) classes, one hundred and fifty (150) students, and two (2) preparations.
  - c. Departmentalized 9-12 classes with more than six (6) classes, or one hundred and fifty (150) students, or more than four (4) preparations.
4. Priority for teacher aid assistance, if available, shall be given to bargaining unit members in the teaching situations listed above.

#### L. Educational Support Personnel

The Board shall provide a balanced program in art, music, and physical education and shall employ the appropriate number of specialists to offer these services.

The Board shall also provide a health services program and shall employ a school nurse to deliver those services.

#### M. Personnel File

1. There will be established and maintained one (1) official file on all members. This file will be maintained in the Superintendent's office and will be locked after office hours.
2. The Bargaining unit member shall have access to his/her personnel file and shall have the right to copies of the documents contained therein.
3. This shall be considered a confidential file and the only official file of recorded information on members of the bargaining unit maintained by the Board and the administration. Material contained in these files may not be disclosed to the public without the knowledge of the bargaining unit member. Advance notice will be given at least twenty-four (24) hours in advance of disclosure unless otherwise legally required.
4. Any materials placed in a personnel file shall include the date of placement in the file and signature of the author of the item being placed therein. A copy of any materials being placed in the file shall be sent to the bargaining unit member upon placement, except if item is one enumerated in #7. The Superintendent and Treasurer shall be the only persons who may authorize the placement of materials in the bargaining unit member's file.
5. If and when a member and the Superintendent or Designated Acting Superintendent agree that there is adequate evidence that certain material in said member's official file is irrelevant, inappropriate, or false or if validity of the complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.
6. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.
7. Items to be maintained in a personnel file shall include, but not limited to:
  - a. Official transcripts of college work.
  - b. Copy(ies) of certification authorized by State Department of Education.
  - c. Copy of military service record.

- d. Copies of Bargaining Unit Member evaluations.
  - e. Copies of general conference reports.
  - f. Employment record in District.
  - g. Copies of written reprimands and other disciplinary action taken by Administration or Board. The Bargaining Unit Member must receive a copy prior to insertion and must be permitted to attach an explanation or rebuttal within twenty (20) days of receipt of copy.
8. A bargaining unit member may request that the Superintendent remove a reprimand from his/her personnel file after a reasonable period of time. If there has been no further discipline in the three (3) year period following the reprimand, the Superintendent will move the reprimand to a separate file kept in the Superintendent's office. The separate file shall not be considered a part of the official personnel file.

**N. Individual Rights**

The private and personal life of any bargaining unit member is not the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/her performance as a teacher pursuant to O.R.C. 3319.16.

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, age, national origin, or handicap.

**O. Library**

Each library in the Southern Local School District shall be given a dollar budget not later than February 15 of each year to be used for equipment, books, AV/ Computer, materials, and periodicals.

**P. Building Staff Meetings**

All teachers assigned to a school will be required to attend one (1) staff meeting per month called by the Principal of that school. Thirty-five (35) minutes will be scheduled monthly for this purpose. In addition, the Principal may schedule such staff meetings he/she feels are required. Attendance shall be encouraged but shall remain voluntary. The Principal shall be responsible for dissemination of materials and information for all items covered at said meeting. Announcements concerning Association activities may be made by the Association representative at the conclusion of the staff meeting.

**Q. Local Professional Development Committee**

In order to comply with new licensure statutes, Local Professional Development Committee will be created. Said committees will approve continuing education course work and determine whether the course work meets the need of the licensure rules. Other duties and/or responsibilities of the committee shall be subject to negotiations.

The Local Professional Development Committees shall have a majority of teacher members and those teacher members will be designated by the executive committee of the Southern Local Education Association. Specifically, each committee shall consist of at least six (6) members. Four (4) must be teachers, one (1) a principal, and the final member an employee appointed by the Superintendent. The Board will establish the structure and number of committees.

Members shall be compensated at the rate of seventy-five dollars (\$75.00) per meeting. Meetings shall be on a monthly basis.

#### R. Teacher Admission Policy

Bargaining unit members and spouses shall be granted free admission to home activities, including athletic events and all other extracurricular activities.

#### S. Providing for Students Special Needs

1. Any teacher who has a child assigned that cannot take care of their own personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation. If a teacher voluntarily agrees to perform any such assistance then he/she shall be considered to be acting in accordance with Board policy.
2. Except in emergency situations no teacher will be required to administer any medication or perform any medical procedure(s) for student(s). If teachers voluntarily agree to administer any medication he/she shall be considered to be acting in accordance with Board policy.
3. Any MH teacher that has designated duties specific to multi-handicapped students shall be excluded from the statement one (1) found above.
4. In order to administer medication, the teacher must receive training as per House Bill 1. Training shall be administered prior to the effective date in HB 1. Training shall occur during the regular work day.

#### T. Release Time

Where possible, unit members shall be provided release time to work on IEP's, grade competency examinations, complete IEP's, grade the reading section of mandated tests, and/or work on courses of study. Upon request, this release time shall be scheduled with the approval of the building principal.



**Article IX**

**LEAVES**

**A. Personal Leave**

1. All bargaining unit members will have at least three (3) leave days per year awarded regardless of experience. Personal leave will not be granted to more than three (3) persons during the first full week of school or during the last five (5) working days of the school year. No personal leave days will be granted on the day before or after a holiday or vacation, except under unusual circumstances with the approval of the Superintendent.
2. Personal leave will not be granted to more than six (6) bargaining unit members on any one (1) day, on a first come, first serve basis as noted on the receipt of the personal leave form. Personal Leave will not be accumulated from year to year.
3. For the 2009-2010 school year, teachers will be reimbursed for unused personal days according to the table below. In order to qualify for reimbursement, an employee shall not have used more than three (3) days of accumulated sick leave or personal leave during the school year for which the reimbursement will be made. Teachers who qualify for reimbursement will be paid one lump sum at the conclusion of the school year.

| Sick Leave<br>Days Used | Personal Leave<br>Days Used |     |     |     |
|-------------------------|-----------------------------|-----|-----|-----|
|                         | 3                           | 2   | 1   | 0   |
| 3                       | --                          | --  | --  | 80  |
| 2                       | --                          | --  | 80  | 160 |
| 1                       | --                          | 80  | 160 | 240 |
| 0                       | 80                          | 160 | 240 | 400 |

Payment for unused days shall be made in a one-time lump sum separate check concurrently with the last payroll in June of each year.

Teachers may choose to convert two (2) unused personal days to sick leave each year. Those who choose this option are not eligible for monetary reimbursement as indicated above.

**B. Sick Leave**

Each bargaining unit member shall accrue sick leave at the rate of 1.25 days per month of service. Employees may accumulate 275 days.

Effective 2010 – 2011 school year, bargaining unit members will receive the following attendance incentive if they are eligible:

| <u>Sick Days Used</u> | <u>Incentive Amount</u> |
|-----------------------|-------------------------|
| 0                     | \$800.00                |
| 1                     | \$400.00                |
| 2                     | \$200.00                |
| 3                     | \$100.00                |

(Personal leave days are exempt.)

**C. Professional Leave**

Subject to the recommendation of the Superintendent and the principal and approval of the Board, the bargaining unit member(s) may attend professional conferences, seminars, workshops, or school visitations. If the attendance is approved by the Board and/or the Superintendent, there shall be no deduction of pay.

**D. Maternity/Paternity/Adoption/Child Care Leave**

**1. Maternity Disability Leave**

Bargaining unit members may use six (6) weeks of sick leave for illness or disability due to pregnancy, if the doctor in charge determines that a teacher is able to resume regular duties. If the doctor determines that a teacher is unable to resume regular duties, leave will continue until the teacher has fully recovered. Members for whom sufficient sick leave is not available to cover the period of disability shall be entitled to unpaid leave of absence for that portion of the disability not covered by sick leave. During the unpaid leave, the employee shall accrue sick leave or personal leave.

Application for the pregnancy disability leave shall be submitted to the Superintendent at least ninety (90) days in advance insofar as possible. The Superintendent may require a physician's statement certifying that the teacher is able to work while pregnant and, following pregnancy, that the teacher is able to return to work.

**2. Child Care Leave**

A bargaining unit member who has become a parent shall be entitled to a leave of absence without pay for child care reasons to begin in the case of the mother following the period of disability leave outlined above or in the case of the father to begin after the child's birth or in the case of adoptive parent to begin after receiving custody of the child.

The term of the leave shall be scheduled to the extent possible to cause the least disruption to the educational program. Such leave may be for the remainder of the school year and will be extended for up to an additional school year upon application for extension, the total leave not to exceed three (3) semesters.

Upon return to work, the employee shall be assigned the same or substantially the same teaching position.

During the unpaid portion of child care leave, the bargaining unit member will not receive Board-paid fringe benefits but can continue such fringe benefits providing the member pays for such benefits in full, monthly, in advance of billing payments.

The parties to this contract agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under FMLA shall be inclusive of any sick leave utilized. For the purposes of this law, a "year" shall be calculated on an individual and rolling basis.

#### E. Leave of Absence

A leave of absence is defined as a period of extended absence from duty by an employee of the Board for which a written request was submitted and approval given by the Superintendent and the Board. The Board may grant a leave of absence for a period of not more than one (1) school year for education, travel, personal and/or professional reasons and shall grant such leaves where illness or disability is the reason for the request. Illness shall be supported by a physician's certificate. Upon return to service of a bargaining unit member at the expiration of the leave of absence, he/she shall resume the seniority and contract status held prior to such leave.

#### F. Unauthorized Leave

Where a bargaining unit member is absent from duty and where there is no type of leave applicable the computation for salary deduction for absence shall be based upon the official school year adopted by the Board. The deduction would, therefore, be 1/183 of the bargaining unit member's salary for each day of unauthorized absence.

#### G. Assault Leave

Any certificated employee of Southern Local Schools who is physically assaulted as a result of fulfilling his/her professional responsibilities, and is temporarily disabled by any injury resulting from the physical assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided.

The employee shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the physical assault, including the location and time of the physical assault, names and addresses of witnesses (if known), and a description of the injuries sustained. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician.

The Board may require a person on assault leave to submit to a physical/mental examination by a physician of the Board's choosing and at the Board's expense to determine the extent and duration of the disability.

Should a physician (the individual's or the Board's) refer an employee to a psychiatrist's care, the Board shall take into consideration a written statement concerning the bargaining unit member's mental/emotional disability.

The certificated employee shall apply for Workers Compensation. If Workers Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary. The Bureau of Workers Compensation's decision on granting benefits shall have no bearing on the provisions of this article.

Assault leave shall continue until the employee has recovered sufficiently to return to work. Sufficient recovery shall be determined by the Board's physician. If it is determined that the assault has left the employee with a permanent disability, said employee will request retirement. In the latter case, assault leave shall continue until disability retirement benefits begin.

The employee will reimburse the Board an amount equal to any retroactive disability retirement benefits received. Assault leave shall not be deducted from the earned or earnable sick leave of the certificated employee and the employee shall continue to receive all benefits during the leave period.

#### H. Sabbatical Leave

1. The purpose of sabbatical leave is to improve the professional skills of members through study, travel, research or creative endeavors.
2. The Board will upon application grant such leave to bargaining unit members for a period of up to one (1) year providing that the following conditions are met:

- a. The member has taught in the district at least five (5) years.
  - b. The member has presented the Superintendent with a written plan for professional growth during the period of leave.
  - c. The member agrees to return to service in the district (unless the member has completed twenty-five(25) years of service in the state in which case the bargaining unit member will notify the Superintendent of such intent by July 10th).
  - d. No more than two (2) members shall be granted sabbatical leave in any one (1) school year.
3. The bargaining unit member on sabbatical leave will be paid the difference between the substitute's pay and the member's salary. The member will remain an active participant in STRS by contributing thereto the amount he/she would have normally been required to contribute.
  4. The member may remain an active participant in all benefit programs provided that he/she pays the monthly fee for such fringe benefits in advance of the billing payment due date.
  5. A member on sabbatical leave shall be considered an active staff member and shall receive salary credit for the leave experience upon return as though he/she were teaching during that time.  
  
There shall be no interruption in seniority and the member will accrue seniority during the leave period.
  6. The member, upon return, shall be reinstated in the position held when he/she left on sabbatical leave.
  7. No member shall be granted sabbatical leave more than once every five (5) years nor shall a bargaining unit member be granted a second leave when other staff members have filed for their first sabbatical leave.

#### I. Bereavement Leave

1. In the case of death in the immediate family or an in-law, the member may have up to three (3) days paid bereavement leave. This period may be extended due to extenuating circumstances such as distance, unusual family personal responsibilities, etc. with the Superintendent's approval.
2. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave. In the event the bereavement leave period is extended for more than three (3) days, then ensuing days of leave will be deducted from sick leave.

3. The sick leave or (DSP-161) district's sick leave form shall be used as application for bereavement leave. The applicant must check items #4 (death) and #5 (other). In the blank space on item #5, the applicant should write in the word "bereavement."

## J. Court Leave and Jury Duty

### 1. Court Leave

Bargaining unit members will be granted up to three (3) days of Court Leave to be used exclusively for a court appearance related to the teacher's employment, or related to a civic responsibility (e.g. witness to a crime). This leave is not applicable to court actions of personal nature including bankruptcy, divorce, or criminal actions to which the bargaining unit member is a party.

### 2. Jury Duty

- a. The Board agrees that when it becomes necessary for a bargaining unit member to accept jury duty, the member shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved.
- b. If documentation exists to show that the teacher has traveled to his/her school to conduct school business, the member will be reimbursed for the mileage involved.
- c. Such leave shall not be deducted from any other type of leave.

## Article X

### TIME AND METHOD OF SALARY PAYMENT

Bargaining unit members of the Southern Local District shall have their salaries prorated over 26 pay periods with reasonable allowance for weekends and holidays. Salary payments shall be made every other Friday. Every seven (7) years, salaries will be prorated over 27 pays. (Occurred 2009-2010)

## Article XI

### PAYROLL DEDUCTIONS

1. All payroll deductions shall be equalized to the extent possible over the 26 pay periods. The only exceptions would be those deductions which the Association votes to have taken out in less than 26 pay periods (such as professional dues).
2. Services for which payroll deductions will be made, if requested by a bargaining unit member and approved by the Superintendent and Treasurer, shall be limited to:
  - a. Insurance deductions;
  - b. United Appeal;
  - c. Fair Share;
  - d. Professional memberships (including SLEA, OEA, and NEA);
  - e. Purchase of U.S. Savings Bonds;
  - f. Tax-sheltered annuities;
  - g. Credit union;
  - h. IRA and 403b plans;
  - i. STRS "buy-backs" for restoring or purchasing service credit;
3. Payments for items d, e, f, g, and h shall be remitted to the appropriate agencies within five (5) days of receipt of the billings, or once a month for non-billed items.

## **Article XII**

### **STRS PICKUP**

The Board agrees to deduct from the gross earning of bargaining unit members that amount determined to be the contribution to the State Teacher's Retirement System. Amount so paid will be designated as Board paid retirement contributions and will be excluded from the member's gross earnings for federal and state income reporting and withholding tax purposes so long as such reporting and exclusion are in compliance with federal, state, and local tax laws and regulations.

## Article XIII

### SUBSTITUTE PAY FOR REGULAR STAFF

1. When substitutes are not available, members may be asked by the building principal to substitute for an absent teacher during their planning period.
2. A member who agrees to substitute during his/her planning period will be paid for that duty according to the following formula:

$$\frac{\text{Teacher salary}}{183} = \text{Per diem rate}$$

$$\frac{\text{Per diem rate}}{390 \text{ MIN.}} = \text{Pay per minute}$$

$$\text{Pay per Min.} \times \text{Number of Minutes} = \text{Rate of planning time actually worked as a substitute}$$

No teacher shall be required to absorb students from another class in lieu of a substitute.

3. Bargaining unit members may be assigned substitute duty during forty (40) minutes of their conference time up to six (6) times per year. Members who submit a request for payment will be reimbursed.
4. Bargaining unit members will request payment by completing a substitute teacher form each time they substitute for another teacher. Payment will be made at the end of each semester.
5. If after all internal efforts are made to find a substitute teacher (examples might include but not be limited to: aides, special teachers, guidance counselors and administrators) special education students return to a regular education classroom because there is no special education teacher or substitute, the regular education teachers may bequest a per diem rate following the formula in section two (2) above, up to a maximum of \$80.00 per day.

## **Article XIV**

### **TUTORING**

The Board may contract with bargaining unit employees to tutor students. No member shall be required to accept a Board-paid tutoring position. Board-paid tutors shall be paid fourteen dollars (\$14) per hour.

## Article XV

### SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

#### A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.
2. Service retirement is retirement under any state or municipal retirement system in the state.
3. The individual must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
4. Must sign severance check certifying all eligibility criteria have been met.
5. Each retiree shall have the option to receive payment after January 1 of the year following retirement. Said retiree shall notify the Treasurer in writing of his/her intention to exercise this option within thirty (30) days of STRS approval for retirement benefits. Payment in such case shall be no later than January 15 of the year following retirement.

#### B. Benefit Calculation

A unit member shall receive severance pay for the actual number of sick days that he/she has at retirement up to a maximum of seventy-five (75) days.

- C. A bargaining unit member who dies who has five (5) or more years service in the district shall be eligible for the severance pay. The amount of severance pay shall be paid in a lump sum to the estate within thirty (30) days of death.

## Article XVI

### TUITION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT

The Board will establish an eleven thousand dollar (\$11,000) fund for each contract year to assist covering the cost of professional growth for course work completed at an approved university or college.

The following rules apply:

1. Only applications from members currently employed will be accepted. A new bargaining unit member will be eligible following one (1) full year of teaching in the district.
2. The Board agrees to pay no more than the actual tuition cost per hour to a maximum of \$120 per quarter hour or \$180 per semester hour not to exceed \$600 per applicant per quarter/semester initially.
3. If applying for the first time in a fiscal year, reimbursement will be paid not later than thirty (30) days after the presentation of the transcript indicating satisfactory completion with at least a "C" grade or a "Pass" if pass/fail basis. Subsequent applications (to be held until June 2, pending availability of funds) shall be paid no later than June 30.
4. The courses taken must be in: (A) the field of education; (B) the members present area of certification; (C) to add an area of certification; or (D) any courses approved by the superintendent and/or the Local Professional Development Committee.
5. Non-credit workshops or courses shall not be eligible for reimbursement.
6. Prior to receiving payment, the bargaining unit member shall sign an intent to return for the succeeding school year and an authorization for payroll deduction in the amount of the tuition reimbursement in the event the bargaining unit member fails to return.

## Article XVII

### SALARY AND FRINGE INSURANCE BENEFITS

#### A. Salary Schedule, Increments, and Index

1. The Board shall, in accordance with Section 3319.08 of the O.R.C., annually adopt a salary schedule with provisions for increments based upon training and experience.
2. The salary schedule shall include indices for Bachelors degree, Bachelor's degree with a total of 150 semester hours or 225 quarter hours, and a Master's degree.
3. Each member will receive notice of his/her annual salary on or before July 1st. If the salary changes, a notice indicating the change will be sent within one (1) month of the change.
4. A teacher newly hired into the Southern Local School District shall be granted up to ten (10) years of teaching experience accumulated within a public or non-public district chartered by the State of Ohio.
5. Upon fulfilling the requirements of the next index category of the salary schedule, the teacher will be placed on the next index category within two (2) weeks of notification by transcript, grade sheet or official letter to the Superintendent and verification to the Treasurer of the Southern Local Board of Education.
6. A one-time \$2,500 bonus will be awarded for those teachers who are Nationally Board Certified. Teachers trying to attain National Board Certification shall be given on a one-time basis three (3) professional leave days to work on their portfolio. This \$2,500 bonus and offer of three (3) professional days will be open to those renewing their National Board Certification if they have not already collected the one time offer.
7. For the 2009-2010 school year employees shall receive a 2% salary increase retroactive to July 1, 2009.

**SOUTHERN LOCAL SCHOOL DISTRICT  
PERRY COUNTY  
CERTIFIED SALARY SCHEDULE  
2012-2013**

|                       |
|-----------------------|
| <b>BASE: \$29,060</b> |
|-----------------------|

| <b>BACHELOR</b> |              |               |
|-----------------|--------------|---------------|
| <b>Step</b>     | <b>Index</b> | <b>Salary</b> |
| 0               | 1.000        | 29,060        |
| 1               | 1.045        | 30,367        |
| 2               | 1.090        | 31,675        |
| 3               | 1.135        | 32,983        |
| 4               | 1.180        | 34,291        |
| 5               | 1.225        | 35,598        |
| 6               | 1.270        | 36,906        |
| 7               | 1.315        | 38,214        |
| 8               | 1.360        | 39,521        |
| 9               | 1.405        | 40,829        |
| 10              | 1.450        | 42,137        |
| 11              | 1.495        | 43,444        |
| 12              | 1.540        | 44,752        |
| 13              | 1.585        | 46,060        |
| 14              | 1.630        | 47,367        |
| 20              | 1.675        | 48,675        |
| 27              | 1.750        | 50,855        |

| <b>BACHELOR + 5</b> |              |               |
|---------------------|--------------|---------------|
| <b>Step</b>         | <b>Index</b> | <b>Salary</b> |
| 0                   | 1.050        | 30,513        |
| 1                   | 1.100        | 31,966        |
| 2                   | 1.150        | 33,419        |
| 3                   | 1.200        | 34,872        |
| 4                   | 1.250        | 36,325        |
| 5                   | 1.300        | 37,778        |
| 6                   | 1.350        | 39,231        |
| 7                   | 1.400        | 40,684        |
| 8                   | 1.450        | 42,137        |
| 9                   | 1.500        | 43,590        |
| 10                  | 1.550        | 45,043        |
| 11                  | 1.600        | 46,496        |
| 12                  | 1.650        | 47,949        |
| 13                  | 1.700        | 49,402        |
| 14                  | 1.750        | 50,855        |
| 20                  | 1.800        | 52,308        |
| 27                  | 1.880        | 54,632        |

| <b>MASTERS</b> |              |               |
|----------------|--------------|---------------|
| <b>Step</b>    | <b>Index</b> | <b>Salary</b> |
| 0              | 1.100        | 31,966        |
| 1              | 1.155        | 33,564        |
| 2              | 1.210        | 35,162        |
| 3              | 1.265        | 36,761        |
| 4              | 1.320        | 38,359        |
| 5              | 1.375        | 39,957        |
| 6              | 1.430        | 41,556        |
| 7              | 1.485        | 43,154        |
| 8              | 1.540        | 44,752        |
| 9              | 1.595        | 46,350        |
| 10             | 1.650        | 47,949        |
| 11             | 1.705        | 49,547        |
| 12             | 1.760        | 51,145        |
| 13             | 1.815        | 52,744        |
| 14             | 1.870        | 54,342        |
| 20             | 1.925        | 55,940        |
| 27             | 2.000        | 58,120        |

## B. Benefits

### 1. Insurance

- The Board shall provide a health insurance plan as outlined in Option #2 as proposed by the Labor-Management Health Insurance Committee (See Appendix A.)

#### a. Coverage

The Board shall provide medical, pharmaceutical, dental, vision and life insurance coverage through one or more insurance carriers licensed by the State of Ohio for all eligible employees and their dependents. Any medical insurance plan offered by the Board to employees shall be accredited by the National Committee for Quality Assurance (NCQA) and compliant with the School Employees Health Care Board's Best Practices as codified in O.A.C. § 3306-2-03. The schedule of benefits for each health insurance plan can be found in an appendix to this Agreement, while the group contract for each is incorporated herein by reference.

For the fully-insured medical and pharmaceutical insurance plan offered by the District, employees shall pay the following amounts for coverage through payroll deduction:

For July 1, 2012 to June 30, 2013:

\$50 per month for single coverage and \$110 per month for family coverage.

There shall be a re-opener for the second and third year of the contract for insurances and wages. The parties shall meet by March 15 of each year to open the bargaining.

If no agreement is reached, either party may request mediation. If mediation is requested by either party, the parties will schedule mediation for at least two days between May 15 and June 15. Mediation shall continue until agreement is reached, the mediator determines the parties are at impasse, or no further progress toward agreement can be made. Mediation shall be completed no later than June 20, 2013 and by June 20, 2014.

Current certified employees in grant funded positions are grandfathered into the premium/contribution level of other certified full-time staff. Dental and vision insurance benefits shall continue to be provided to part-time grant funded employees and full-time employees without an employee premium contribution.

In all the above insurances the Board reserves the right to choose the carrier(s) providing the benefit levels and eligibility conditions meet or exceed the levels and conditions of the coverage offered under the Master Agreement of 2006-2009, and the medical and pharmaceutical coverage which are provided for in Appendix A with this contract.

The Board shall provide bargaining unit members with group term life insurance for \$50,000 and an equal amount of accidental death and dismemberment coverage. The life insurance benefit shall also include accelerated death benefit and guaranteed insurability riders.

b. Eligibility

All full-time and eligible part-time employees and their dependents are eligible for all health insurance benefits as detailed herein. Married couples who are both employed by the Board will be eligible for two (2) single plans if they have no dependents or one family plan.

The dependent age limit for determining eligible child dependents of bargaining unit members is age 25. To be considered eligible, the bargaining unit member's dependent must be either a spouse of the bargaining unit member's or spouse's unmarried child, stepchild, legally adopted child, child for whom either the bargaining unit member or bargaining unit member's spouse is the legal guardian or custodian or any children who by court order, must be provided health care coverage by the bargaining unit member or the bargaining unit member's spouse. To be considered eligible dependents, the children must receive over half of their support during the calendar year from the bargaining unit member unless coverage is being provided under court order.

Eligibility for the all health and welfare benefits for eligible child dependents will terminate at the end of the calendar year of the eligible dependent's twenty-fifth (25th) birthday, unless the dependent meets all the requirements of O.R.C. §§ 1751.14 and 3923.24.

c. Enrollment

Bargaining unit employees and their dependents must enroll in each health insurance plan in order to receive benefits. Upon employment, the Board will provide the employee with an enrollment form for each health and welfare benefit. Those selecting family coverage may be required to provide to the Board

the following information:

For *spouses*:

- (1) A photocopy of the marriage certification or
  - (a) A copy of the top half of the front page of the employee's most recent filed federal tax return that includes the spouse, or
  - (b) A copy of the top half of the tax return if the employee's status is 'married, filing separately'.

In the case of (1)(a) and (1)(b), a redacted return is required with all financial information blackened out. In rare situations, a copy of a utility bill that includes the employee's and spouse's names at a common address may be requested; such requests should not be included in any blanket request for spousal information. Any other information request is not permitted.

For *children*: A bargaining unit member may need to provide different forms depending on the child's status (e.g., natural child, step child, adopted or foster child) and situation (attending post-secondary institution, living on their own but still supported by their parents), disabled, and various legal situations. Documents that are permitted to be requested include:

*Depending on child's status:*

- (1) Natural child: Photocopy of the birth certificate showing the employee's name as parent.
- (2) Step child: (1) plus a copy of the marriage certificate showing the employee and employee's spouse's name.
- (3) Legal guardian, adopted child, grandchild, or foster child: Photocopy of affidavits of dependency, final court order or adoption decree.

*Depending on child's situation:*

- (4) Children of divorced or separated parents who are not living with the employee, but the employee is still required to support by law: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child plus a copy of the divorce decree or legal separation granting full or joint custody plus a copy of the court-issue Qualified Medical Child Support

Order showing that the employee (or employee's spouse if legally separated) must provide health care coverage (if applicable).

- (5) Disabled children: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child plus documentation from the Social Security Administration demonstrating that a Social Security disability benefit has been awarded.
- (6) Step children living with the employee less than 50% of the time: (2) and a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child.
- (7) Children of divorced employees where the dependent is on the insurance plan because of a court order or joint custody agreement: (1), (2) or (3) plus a copy of the divorce decree showing court ordered custody requirements pursuant to the requirement for health care provision.

If the information is not received by the Board within sixty (60) days of an official written request by the Board, dependent coverage may be lost. In such a case, the dependent will not be granted the right to extend health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act of 1986 (C.O.B.R.A.).

At any time, employees may change their status if a C.O.B.R.A. qualifying event occurs for the employee, spouse or dependent. For employees, C.O.B.R.A. qualifying events include the voluntary or involuntary termination of employment for reasons other than gross misconduct; and a reduction in the number of hours of employment. Employees who lose benefits as a result of going on strike are eligible for continuation coverage under the 'reduced hours' qualifying event. For spouses, qualifying events include the voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct; a reduction in the hours worked by the covered employee the covered employee becoming eligible for Medicare; and a divorce or legal separation from the covered employee. Dependent children have the same first 3 qualifying events as spouses and the loss of dependent child status under the plan rules.

#### d. Duration of Benefits

Bargaining unit members who are initially employed subsequent to the first day of the school year shall be eligible for coverage on

the first day of employment. Bargaining unit members who are on paid leave will continue to receive health and life insurance benefits as if they were not on such leave. Bargaining unit members who terminate their employment prior to the close of the school year shall be provided benefits through the last day of the payroll period in which the termination occurred. Bargaining unit members who are employed during the last month of a school year shall be eligible for benefits through the first day of the subsequent school year. Bargaining unit members on FMLA Leave shall receive benefits the same as those on paid leave.

The Board shall inform in writing all qualified bargaining unit members and/or beneficiaries of their right to continue benefit coverage under provision of C.O.B.R.A.

e. Health Insurance Certificates of Coverage and Contracts

Within five (5) days of execution, the Association Presidents shall receive a signed copy of the health insurance plan certificate of coverage along with any codicil, rider, MOU or amendment made thereto for the life of the Contract. In addition, if the Board utilizes the services of a health insurance broker, agent or consultant, the Association President shall receive signed copies of any and all contracts and agreements between the parties in the manner noted above.

- f. Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any health insurance plan provided by the Board under this Agreement, shall review such statements for accuracy and determine whether or not they received such services. If the bargaining unit member identifies a service or services that were billed for but not received they shall report it to the Board (i.e., the District Treasurer. Failure to identify any billing inaccuracies shall not result in any penalty to the bargaining unit member.

g. District Labor-Management Health Insurance Committee

The mission of the District Labor-Management Health Insurance Committee (hereafter referred to as 'LMHIC') is to reduce treatment costs through the improvement of employee health status and health plan cost management. The LMHIC shall have all of the following in its scope of authority to make recommendations: health insurance consultant and health plan procurement, member education and communications, and ancillary district actions to improve the health status of employees and the cost management of its health insurance program.

The District's health insurance consultant shall initially be jointly selected through a request-for-qualifications (RFQ) process. The LMHIC shall offer a recommendation for the continued employment of the consultant annually on the basis of an annual joint evaluation. The District's health insurance plans will be selected through a formal request-for-proposal (RFP) process; the LMHIC shall review the RFP package that is sent out and received by the District.

Membership on the committee shall be a three (3) year commitment, and the members should also serve on labor and management's bargaining teams. The District's health insurance consultant will serve the LMHIC as an outside expert whose views are subject to the will of the LMHIC. All decisions of the LMHIC shall be made by consensus. The LMHIC will initially be co-chaired by the education association presidents and the Superintendent. The LMHIC shall appoint a secretary to record the minutes of each meeting; the secretary and co-chairs will be chosen by acclamation each year at the last meeting of each calendar year. Minutes shall be kept at each meeting.

Until such time as a successor contract to the current collective bargaining agreement between the parties is executed, the LMHIC agrees to meet no less than quarterly at the direction of the LMHIC Co-Chairs to develop an incentive program for annual health risk appraisals; develop baseline data on Board and employee health insurance costs and medical insurance plan participant health status; and cooperate and communicate with the district wellness committee to develop a comprehensive worksite wellness program.

The LMHIC shall be made up of at least the following members:

- Superintendent (1)
- Treasurer (1)
- SLEA Co-Presidents (2)
- Association members selected by the Association (3)
- OEA Labor Relations consultant (1)
- Member at large selected by the Superintendent (1)
- Support Staff President (1)
- Support Staff member (1)

## Article XVIII

### SUPPLEMENTAL CONTRACTS

The compensation of a bargaining unit member may be supplemented by the acceptance of additional duties. The nature of such additional duty and the compensation for the performance of such duty shall be shown as a supplemental attachment on the annual salary notice. Any agreement to act as supervisor for extracurricular duties for which compensation is to be paid is to be written as a supplemental contract.

Compensation for supplemental duties shall be set forth in this agreement. All compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin disability, or marital status.

1. Bargaining unit members will be compensated for the following supplemental duties according to the salary schedule shown after the listing of supplemental categories.
2. Supplemental vacancies/newly-created supplementals are subject to the advertising procedure spelled out in section III of this agreement. Applicants shall be provided with a list of the duties involved and the qualifications, if any, for the position.
3. When the Board decides to fill a supplemental position, it shall have the right to determine the best qualified individual. Factors to be considered are:
  - a. Certification – Members will be given first consideration for all supplementals.
  - b. Applicants' qualifications as determined by the Board/Superintendent.  
Qualifications from job descriptions to be supplied to applicants at time of posting.
  - c. Seniority – shall mean seniority "in that position at Southern Local."
  - d. Prior supplemental evaluations- shall be considered in filling positions.
4. There shall be a written evaluation of the employee's performance (within 20 days of the final event for that supplemental) with a copy given to the employee. If the bargaining unit member objects to the contents of the formal written evaluation, the bargaining unit member shall have the right to attach his/her comments to the form.
5. The athletic director and principal shall evaluate all holders of supplemental contracts that are solely athletic in nature. All holders of supplemental contracts that are non-athletic will be evaluated by the building principal(s).
6. New supplemental contracts must be bargained.

7. All sports supplements will be paid by separate checks at the conclusion of the sports season (fall, winter, spring).

All other supplementals shall be paid by separate checks prior to the last employment day.

## SUPPLEMENTAL CATEGORIES

**Base = \$29,060 (2012-2013)**

### CATEGORY I

Athletic Director

### CATEGORY II

Head Football  
Head Boys Basketball  
Head Girl Basketball

### CATEGORY III

Head Volleyball  
Head Softball  
Head Baseball  
Asst. Athletic Director

### CATEGORY IV

Band  
Head Golf  
Track  
Head Cross Country  
H.S. Cheerleading \*  
Asst. Football (2)  
JV Volleyball  
JV Basketball  
Asst. Baseball

### CATEGORY V

Jr. High Football (2)  
7<sup>th</sup> Grade Boys Basketball \*\*  
7<sup>th</sup> Grade Girls Basketball \*\*  
8<sup>th</sup> Grade Boys Basketball \*\*  
8<sup>th</sup> Grade Girls Basketball  
9<sup>th</sup> Basketball \*\*

### CATEGORY V continued

7<sup>th</sup> Volleyball \*\*  
8<sup>th</sup> Volleyball \*\*  
Jr. High Track (2)  
Jr. High Cheerleading  
Asst. Track  
Computer Repair  
High School Yearbook

### CATEGORY VI

Wt. Room Supervisor \*\*\*  
Jr. Class Advisor  
European Trip Coordinator

### CATEGORY VII

Elem./Middle School Yearbook

### CATEGORY VIII

Senior Class Advisor  
Flag Corps  
Drama  
Public Relations -  
Entertainers Coordinator  
Washington Trip Coordinator

### CATEGORY IX

High School Student Council  
Elem. Student Council  
Cultural Events

### CATEGORY X

National Honor Society  
Quiz Team/Science Club

\* H.S. Cheerleading – One position for fall and winter seasons. Split salary if one person is employed for each season.

\*\* Any coach who supervises two teams will receive full pay for highest position and will receive 1/2 of the pay for the additional position. Coach must be approved to coach two teams.

\*\*\* Wt. Room Supervisor – One person for three seasons or divide salary by appropriate number if one person is employed for individual seasons. Attempts will be made to fill position for entire year prior to dividing it.



**SALARY SCHEDULE**

**BASE: \$29,060 (2012-2013)**

| <u>Category</u> | <u>% of base</u> | <u>Pay</u> |
|-----------------|------------------|------------|
| I               | 0.205            | \$5,957    |
| II              | 0.141            | \$4,097    |
| III             | 0.114            | \$3,313    |
| IV              | 0.086            | \$2,499    |
| V               | 0.074            | \$2,150    |
| VI              | 0.069            | \$2,005    |
| VII             | 0.058            | \$1,685    |
| VIII            | 0.046            | \$1,337    |
| IX              | 0.035            | \$1,017    |
| IX              | 0.029            | \$843      |

1. Extended Services – Extended services will be provided in the following areas of their per diem rate.

|                 |                   |
|-----------------|-------------------|
| Guidance H.S.   | 25 days           |
| Guidance Elem.  | 10 days           |
| Voc. Home Econ. | Per State Mandate |
| Nurse           | 10 days           |

2. Nurse will be on duty 7:30 - 3:00 throughout the school year and will do physicals, home visits and record keeping on extended days.
3. To provide library services, the library will be closed five (5) days at the beginning of school and five (5) days at the end of school. If the librarian teaches an additional class, two (2) additional days will be provided.
4. The position of Lead Mentor will be paid \$1,200 annually.
5. Mentors of Resident Educators shall be paid as follows based on the amount of work and responsibility required:

Year 1 - \$1,000  
 Year 2 - \$800  
 Year 3 - \$600  
 Year 4 - \$400

6. Peer Coaches for teachers who are referred by Administrators will be paid \$150/month.
7. Peer Coaches for teacher self-referrals that have administrative approval will be paid \$100/month.



## Article XIX

### ASSOCIATION RIGHTS

#### A. Notice of Board Meetings, Minutes, Records

1. The Board shall provide the president of the Association with a written copy of the agenda with all of the information provided in the Board members packets as compiled by the Treasurer. Any additional non-confidential material shall be provided upon request. Such information shall be provided to the association president in a timely manner, and at the same time as provided individual board members.
2. Notice of any change in meeting time, date, or place and reasonable notice of special Board meetings will be given to the president of the Association.

#### B. Use of Buildings, Mails, Equipment

1. The Association has the right to use school buildings for membership meetings without cost provided that the area used is not scheduled for another school purpose.
2. The Association has the right to post materials, notices, etc. on school bulletin boards in faculty rooms or work areas.
3. The Association has the right to use intra-district mail service provided that it does not interfere with school use.
4. Association representatives have the right to conduct business on school premises provided that the conducting of such business does not take place while the staff member is on an assigned duty.
5. The Association may use school equipment including reproduction equipment and telephones provided that the charges incurred are reimbursed to the school district by the Association and provided that the use of such equipment does not interfere with the school's planned use of such.
6. The names, addresses, telephone numbers, and building assignments of bargaining unit members shall be furnished upon request to the Association.

#### C. Orientation Day SLEA Meeting

The Association will have the right to address the opening day gathering of district members before they disperse to individual building meetings. Such time should not exceed thirty (30) minutes.

#### D. Released Time for Officers, Representatives

Association Representatives will be granted up to three (3) days per person of professional leave to attend Association meetings. Additional days may be granted with the Superintendent's approval.

#### E. Fair Share Fee

The Board agrees to automatic payroll deduction of an amount equal to the total paid by the Association from the pay of all bargaining unit members who elect not to become members of the Association or who elect not to remain members.

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 membership fees less the amount previously paid through payroll deduction.

If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check for the school year. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association's treasurer in check form made payable to "The Southern Local Education Association." A monthly list of the unit members from whom deductions were made will be included with the check showing the amount deducted for each unit member.

The Association shall provide a list of names to the Board's treasurer of those unit members who are not members of the Association and total fair share fee to be deducted for each.

It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to federal law and provisions of Section 4117 of the O.R.C.

The deductions of a fair share fee by the Board from the payroll check of the member and its payment to the Association is automatic and does not require the written authorization of the member (O.R.C. 4117.09).

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i) sixty days employment in a bargaining unit position or
- ii) January 15th

Dues rates and 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 amount to be deducted from the pay of all non-Association members shall be the total as paid by the members of the Association, and such deductions shall continue through the remaining number of payroll periods over which the Association's dues are deducted.

The Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section provided that:

1. The actions brought against the Board must be a direct consequence of the Board's good faith compliance with this fair share provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies this fair share provision.
2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action filed against the Board by the non-member for which indemnification may be claimed.
3. The Association will have the right to designate counsel to represent and defend the Board.
4. The Board agrees to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, to permit the Association or its affiliated organizations to intervene as a party if it is so desired, and/or not oppose the Association or its affiliated organizations' application to file briefs amicus curiae in the action.

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

#### F. Evaluation Procedure (Committee)

The Board and the Association agree to form a committee to review the current evaluation instrument and, if necessary, formulate a new evaluation instrument and procedure.

The parties also agree that the make-up of the committee shall be as follows:

- 3 teachers appointed by the SLEA Executive Committee;
- 2 administrators appointed by the Superintendent.

The committee shall make their recommendation to the parties based on consensus to be ratified by the Association and the Board.



## Article XX

### MANAGEMENT RIGHTS

The member retains the right and authority to manage the schools or the Southern Local School District except as limited by law and the specific terms of this Agreement. This shall include but not be limited to the following rights:

1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire members;
3. To maintain and improve the efficiency and effectiveness of governmental operations;
4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain members;
6. To determine the adequacy, qualifications, and size of the work force;
7. To determine the overall mission of the employer as a unit of government;
8. To effectively manage the work force; and
9. To take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**Article XXI**

**DURATION**

The terms of this contract are effective July 1, 2012 and shall remain in full force and effect until June 30, 2015. Negotiations for a successor agreement will commence pursuant to the provisions of the negotiated agreement. This agreement represents the full understanding and commitment between the two parties and replaces all previous agreements relative to the items contained herein. This agreement may be added to, deleted to, or otherwise changed only by the written mutual agreement of both parties.

*Jodi K. Spratt* 9-21-12

Southern Local Education Association ~~Co~~-President

*[Signature]*  
Southern Local Education Association Co-President

*Wendy Pickels* 9-20-12

Southern Local Board of Education President

*Ray Hollist* 9-20-12

Southern Local Board of Education Superintendent

**OPTION  
#2**

**APPENDIX  
A**



**Southern Local Perry  
SuperMed Plus  
Approved Benefits – effective 02/01/2010**



| <b>Benefits</b>   | <b>Network</b>  | <b>Non-Network</b>    |
|---|---|-----------------------|
| Benefit Period  | January 1st through December 31st                     |                       |
| Dependent Age Limit   | 25 Dependent / 25 Student<br>Removal upon End of Year |                       |
| Pre-Existing Condition Waiting Period   | Not subject to Pre-Existing                           |                       |
| Blood Pint Deductible   | 0 pints   |                       |
| Lifetime maximum  | Unlimited   |                       |
| Benefit Period Deductible – Single/Family <sup>1</sup>  | \$500 / \$1,000                                       | \$1,000 / \$2,000     |
| Coinsurance   | 90%   | 70%                   |
| Coinsurance Out-of-Pocket Maximum<br>(Excluding Deductible) – Single/Family   | \$500 / \$1,000                                       | \$1,000 / \$2,000     |
| <b>PHYSICIAN/OFFICE SERVICES</b>  |   |                       |
| Office Visit (Illness/Injury) <sup>2</sup><br>- Certified Nurse Practitioner, Physician Assistant, Certified Nurse Midwife and Certified Nurse Anesthetist Providers<br>- All other Providers | \$15 copay, then 100%                                 | \$15 copay, then 70%  |
|   | \$20 copay, then 100%                                 | \$25 copay, then 70%  |
| Urgent Care Office Visit <sup>2</sup>   | \$50 copay, then 100%                                 | \$50 copay, then 70%  |
| All Immunizations   | 100%  | 70% after deductible  |
| <b>PREVENTATIVE SERVICES</b>  |   |                       |
| Routine Physical Exams <sup>2</sup>   | 100%  | \$25 copay, then 70%  |
| Well Child Services including Exam and Immunizations (To age nine) 2  | 100%  | \$25 copay, then 70%  |
| Well Child Care Laboratory Tests (To age nine)  | 100%  | 70% after deductible  |
| Routine Mammogram (One per benefit period)  | 100%  | 70% after deductible  |
| Routine Pap Test (One per benefit period)   | 100%  | 70% after deductible  |
| Routine lab, X-Ray, Medical Testing and Endoscopic Services   | 100%  | 70% after deductible  |
| <b>OUTPATIENT SERVICES</b>  |   |                       |
| Surgical Services   | 90% after deductible                                  | 70% after deductible  |
| Diagnostic Services   | 90% after deductible                                  | 70% after deductible  |
| Physical/Occupational/Chiropractic Therapies<br>– Professional; Subject to periodic re-certification, Facility; Unlimited   | 90% after deductible                                  | 70% after deductible  |
| Speech Therapy Professional; Subject to periodic re-certification, Facility; Unlimited  | 90% after deductible                                  | 70% after deductible  |
| Cardiac Rehabilitation  | 90% after deductible                                  | 70% after deductible  |
| Emergency use of an Emergency Room <sup>3</sup>   | \$50 copay, then 100%                                 |                       |
| Non-Emergency use of an Emergency Room <sup>4</sup>   | \$50 copay, then 100%                                 | \$100 copay, then 70% |
| <b>Benefits</b>   | <b>Network</b>  | <b>Non-Network</b>    |
| <b>INPATIENT FACILITY</b>   |   |                       |

|   |   |                      |
|---|---|----------------------|
| Semi-Private Room and Board   | 90% after deductible                                      | 70% after deductible |
| Maternity   | 90% after deductible                                      | 70% after deductible |
| Skilled Nursing Facility (\$1,000 maximum per benefit period)           | 90% after deductible                                      | 70% after deductible |
| <b>ADDITIONAL SERVICES</b>  |   |                      |
| Allergy Testing   | 90% after deductible                                      | 70% after deductible |
| Allergy Treatments  | 90% after deductible                                      | 70% after deductible |
| Ambulance   | 90% after deductible                                      | 70% after deductible |
| Durable Medical Equipment   | 90% after deductible                                      | 70% after deductible |
| Home Healthcare (100 days per benefit period)                           | 90% after deductible                                      | 70% after deductible |
| Hospice   | 90% after deductible                                      | 70% after deductible |
| Organ Transplants   | 90% after deductible                                      | 70% after deductible |
| Private Duty Nursing  | 90% after deductible                                      | 70% after deductible |
| <b>MENTAL HEALTH and SUBSTANCE ABUSE – FEDERAL MENTAL HEALTH PARITY</b> |   |                      |
| Inpatient Mental Health and Substance Abuse Services                    | Benefits paid are based on corresponding medical benefits |                      |
| Outpatient Mental Health Services and Substance Abuse Services          |   |                      |

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Deductible and coinsurance expenses incurred for services by a network provider will only apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a non-network provider will only apply to the non-network deductible and coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

- 1 Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies. Services requiring a copayment are not subject to the single/family deductible.
- 2 The office visit copay applies to the cost of the office visit only.
- 3 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
- 4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Southern Local Perry**

**Prescription Drug Program – Plan h and i  
Approved Benefits – effective 02/01/2010**

| <b>Benefits</b>   | <b>Copay</b>  | <b>Day Supply</b> |
|---|---|-------------------|
| Benefit Period  | January 1st through December 31st                     |                   |
| Dependent Age Limit   | 25 Dependent / 25 Student<br>Removal upon End of Year |                   |
| <b>FORMULARY RETAIL PROGRAM with ORAL CONTRACEPTIVE COVERAGE</b>        |   |                   |
| Generic Copayment   | <b>\$5</b>  | <b>30</b>         |
| Formulary Copayment   | <b>20% up to a maximum of \$20</b>                    | <b>30</b>         |
| Non-Formulary Copayment   | <b>20% up to a maximum of \$40</b>                    | <b>30</b>         |
| <b>FORMULARY HOME DELIVERY PROGRAM with ORAL CONTRACEPTIVE COVERAGE</b> |   |                   |
| Generic Copayment   | <b>\$10</b>   | <b>90</b>         |
| Formulary Copayment   | <b>25% up to a maximum of \$40</b>                    | <b>90</b>         |
| Non-Formulary Copayment   | <b>25% up to a maximum of \$100</b>                   | <b>90</b>         |

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup> Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

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JKS

## REDUCTION IN FORCE POLICY VII

### Summary of Agreement for RIF Article:

1. ~~The Board has indicated that there will be no RIF for the 2011-12 school year. Elimination of positions due to attrition shall not be considered a RIF. The parties agree to work together to revise the RIF Article for the 2012-13 school year and thereafter. The parties further agree to have the revision completed no later than November 30, 2012.~~
  2. ~~If the parties cannot come to an agreement on how to revise Article VII before November 30, 2012, then a mediator from FMCS will be engaged to assist the parties.~~
  3. ~~If the parties cannot come to an agreement on how to revise Article VII before January 1, 2013, and a reduction in force is necessary, then the procedure for reductions will be in accordance with law.~~
  4. ~~Any position or prior position of either party in bargaining will not be used against that party.~~
- A. The employment contract of a bargaining unit member may be suspended pursuant to section 3319.17 O.R.C. when the position is eliminated as a result of the following:
1. A reduction in pupil enrollment.
  2. The suspension of schools.
  3. Territorial changes affecting the school district.
  4. Return to duty of teachers after leaves of absence.
  5. Financial reasons.
- B. When a reduction in force is necessary for any of the above, the following procedures shall apply:
1. If the Board is considering suspending the contracts of any bargaining unit members, it shall notify both the teacher and the Association in writing, no later than April 1st. The notice shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Both the Association and the teacher or teachers affected shall have the right to a hearing before the Board to present written and oral testimony concerning the reduction in force.
  2. Reductions shall be made by suspending contracts based upon the superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

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3-4-13

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- a. **"Ineffective" evaluation rating**  
The reduction shall first be made on the basis of teachers' evaluations. Any teacher with an "ineffective" rating on his/her last two evaluations shall be the first level of teachers subject to the reduction in force. The Superintendent shall have sole discretion as to the order that "ineffective" teachers are laid off and which "ineffective" teachers are laid off.
- b. **"Developing" evaluation rating with Improvement Plan**  
If the reduction in force goes beyond teachers with an "ineffective" rating or if there are insufficient numbers of such teachers to accomplish the RIF needed, then teachers with a rating of "developing" and who are on an improvement plan will be the next level of teachers subject to RIF in accordance with the discretion of the Superintendent.
- (1) If a teacher has a rating of "developing" and is placed on an improvement plan, he/she will have five (5) work days to request a meeting with the principal to discuss his/her placement on an improvement plan. At the meeting, the teacher may bring any materials he/she may wish to bring to convince the principal to reconsider the decision to place the teacher on the improvement plan.
  - (2) Any teacher who is on a continuing contract shall be given preference by the Superintendent in making his recommendations and determinations under this Article, which preference, however, shall not entitle the teacher to avoid RIF if he/she has evaluations with ratings of "ineffective" or if he/she is on an improvement plan.
- c. **Comparable evaluation ratings**  
For the purpose of Article VII, teachers will be considered to have "comparable evaluations" if their evaluations ratings are "accomplished," "proficient," or "developing," so long as the teacher rated as developing is not on an improvement plan. Thus, if the Reduction in Force goes beyond teachers with an "ineffective" rating and those teachers with a "developing" rating and an improvement plan, then any further RIF will be based on seniority.

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(1) All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts. An updated seniority list shall be made available to the Association.

(2) Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure. A teacher so affected may elect to displace a teacher who holds the lowest position on a seniority list for another area of certification/licensure. Any such election must be made at the time the teacher is notified in writing that he/she will be affected by a reduction in force.

(3) Seniority shall be defined as the length of continuous uninterrupted employment in the bargaining unit. Seniority shall not be interrupted during a leave of absence or maternity/paternity/child care leave. Seniority will accrue during sabbatical leave.

(4) If seniority is tied, the following procedure will be followed:

- Seniority used in the Agreement means the length of continuous employment in the Southern Local School District beginning with the most recent date of employment, that is, the date on which the Board approved the teacher's employment under a regular contract.
- The bargaining unit member that has the earliest employment date as determined by his/her employment at a regular or special meeting of the Board of Education shall be deemed to have the most seniority.
- If two or more bargaining unit members with the same licensure were employed at the same Board of Education meeting, then the tie shall be broken by a random selection process.
- The random selection shall be a "drawing of lots."
- All bargaining unit member's names having the same seniority and licensure, after implementing, the first bullet above, will be placed in a box.

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- The OEA Labor Relations Consultant shall draw each name from the box with the first name drawn having the most seniority. Each succeeding name drawn shall have the most seniority.
- Any bargaining unit member affected by this tie-breaker procedure, shall have the right to attend the tie-breaking process, but is not required to attend.
- The Southern Local Teacher's Association President, and/or designee, and the Southern Local School District Superintendent of Schools, and/or designee, shall be in attendance to oversee the tie-breaking process.
- Once the tie-breaker occurs, the newly determined seniority shall remain in effect for as long as the bargaining unit members remain employed in the District.
- The newly determined seniority tie-breaker process shall be used for defining seniority as used in the Negotiated Agreement.

C. Teachers on the recall list will have the following rights:

1. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for the length of their contract or 24 months from the date of the reduction, whichever is longer.
2. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy **and have evaluation ratings other than "ineffective" on the last two evaluations before the RIF.**
3. **Recalling of teachers shall be based upon certification/licensure and on the basis of evaluations.**
  - a. **The first to be recalled from the RIF list shall be those teachers with evaluations determined to be comparable as defined above. Such recall shall be based upon seniority. The most senior of those responding and eligible for the position as described below, will be given the vacant position.**
  - b. **The next teachers to be recalled shall be those who were on improvement plans.**
  - c. **Teachers with "ineffective" ratings on their last two evaluations before the RIF may be passed over for recall (not recalled) at the sole discretion of the Superintendent.**

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4. All vacancies will be posted to bargaining unit members before being offered to any member on the recall list. If filled by a bargaining unit member, any new vacancy will then follow the posting procedures.
  5. The priority for recall to a position shall be as follows:
    - a. fully certified/licensed teacher.
    - b. if no teacher on the recall list is fully certified/licensed for that position, a new hire may be employed.
    - c. and if no fully certified/licensed person is available to fill the position and a temporarily licensed person must be hired, then teachers on the recall list will be notified and given the opportunity to become temporarily licensed, if the coursework and temporary licensure can be obtained by the date the teacher is needed to begin work in the position.
  6. If a vacancy occurs, which requires the employment of a person, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within ten (10) calendar days from postmark date. Any teacher who fails to respond within this ten (10) day period, or who declines to accept the position, will forfeit all recall rights.
  7. A teacher on the recall list will, upon acceptance of the notification to resume active employment, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
  8. If a laid-off teacher is recalled to a position other than that which he/she held at the time of the lay-off, he/she will remain eligible for recall in accordance with subsection 2 above.
  9. While on lay-off a teacher will have the option to remain an active participant in fringe benefit programs for as long as his/her name remains on the active recall list. (Contract length or 24 months whichever is longer). The teacher must personally contribute the total amount necessary to maintain such fringe benefits. The total amounts must be paid monthly in advance of billing date.
- D. The parties agree that these procedures apply only to the suspension of contract under the O.R.C. 3319.17.

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- E. In order to qualify for the procedures in B(1)(e) all certificates/licenses pertaining to the areas or levels of certification/licensure involved must be on file with the district superintendent.
- F. **The parties agree that at the conclusion of this contract (June 30, 2015) this Article shall expire and revert back to the original language contained in the 2012-2015 contract as ratified by both parties in 2012. However, if that language contained in the 2012-2015 contract as ratified by the parties in 2012 is not legal or not expected to be legal on July 1, 2015, then the procedure for reductions will be in accordance with law.**

Handwritten signatures and initials, including a large signature at the top and several smaller initials below it.