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# **MASTER CONTRACT**

between the

**SOUTHEAST LOCAL  
EDUCATION ASSOCIATION**

and the

**SOUTHEAST LOCAL  
BOARD OF EDUCATION  
(WAYNE COUNTY, OHIO)**

**EFFECTIVE**

**June 30, 2011  
through  
June 29, 2014**

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## **ARTICLE I - RECOGNITION**

**A.** The Southeast Local Board of Education (hereinafter "Board") does hereby recognize the Southeast Local Education Association (hereinafter "Association") as the sole and exclusive representative for all certificated/licensed personnel excepting those persons who by the nature of assignment require a certificate/license and administrative contract as defined by Ohio Revised Code 3319.01 and 3319.02 and substitutes (except as provided in Section B, below), except as otherwise certified/licensed by SERB.

### **B. DEFINITIONS**

1. The term "teacher" as used in this Contract shall refer to those persons included in the bargaining unit, including those in B2 and B3, below.
2. The term "tutor" shall mean LD or Title 1 tutor, where benefits and rights are limited as a result of the position being paid hourly and part-time. Thus, tutors shall be excluded from the rights provided by Articles V, VI, VIII, IX, and X. Further, leaves of absence and insurance shall be prorated on an hourly basis using seven (7) hours daily average as full-time. Tutor contracts shall continue to be one-year limited contracts which are automatically nonrenewed upon their expiration without notice. Tutors may not be granted continuing contract status as a tutor. When applying for a regular teaching position, a tutor will be provided with a preference over outside candidate(s) in those circumstances when, in the determination of the Administration, the qualifications of such outside candidate(s) under consideration and those of the tutor applicant are deemed to be equal.
3. Substitute
  - a. The term "substitute" means a certificated/licensed person approved by the Board to monitor a class who is a casual or temporary employee.
  - b. If a substitute teacher works in one position for more than sixty (60) workdays, he/she shall be given a regular limited contract and become a part of the bargaining unit compensated at the BA-0 step of the salary schedule (or higher if provided by law) with all rights under Articles III, VII, IX, X, XI, XII, XIII, XIII A, XIII B, XIII C, XVI, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI and XXVII of the Master Contract, except:
    - 1) The Board shall not be required to evaluate the teacher unless the teacher works one hundred twenty (120) days or more in that contract year. [Note: Any evaluation timelines pursuant to Article III shall only be mandatory if they occur one (1) calendar month or more after the date of hire.];
    - 2) The Board shall not be required to follow the requirements of Article VIII and any contract granted automatically expires at the end of the year; and
    - 3) Personal leave will be prorated on the basis of one (1) day for each sixty-one (61) days employed for persons employed under this Section.

## **ARTICLE II - NEGOTIATIONS PROCEDURE**

### **A. NEGOTIATING TEAMS**

1. Each party shall designate a negotiations team of up to five (5) members which may include one (1) consultant at the full cost of the party using such consultant. All negotiations shall be conducted exclusively between said teams.
2. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that the respective bargaining teams shall be clothed with the necessary power and authority to make proposals and counter proposals, to indicate tentative agreement on behalf of the parties, and to negotiate in good faith.
3. In addition to the one professional consultant permitted on the team of each party, the parties may call upon professional and lay consultants to assist in negotiations. The expense of such consultants shall be borne by the party requesting them. Only one such additional consultant may be permitted at any one time in the room where negotiations are taking place.

### **B. SUBMISSION OF PROPOSALS AND MEETINGS**

1. No earlier than one hundred twenty (120) and no later than ninety (90) days prior to the expiration of the existing Contract, either party may notify the other of a desire to commence negotiations for a successor Contract.
2. It is the responsibility of the requesting party to submit appropriate notices to SERB pertaining to initiation of the negotiations procedure.
3. Both parties shall meet and exchange initial proposals at the first negotiations session. Once initial proposals are exchanged, no new items may be introduced unless mutually agreed to by the parties. Initial proposals shall be in writing and suitable for inclusion in the Contract.
4. The second meeting shall be held no later than ninety (90) days prior to the expiration of the Contract unless mutually agreed otherwise.
5. All negotiations shall be in executive session unless otherwise mutually agreed.
6. Either team shall have the right to recess negotiations for independent concerns for a reasonable period of time [i.e. thirty (30) minutes].
7. Meetings shall be limited to a reasonable period of time [i.e. three (3) hours].

**C. EXCHANGE OF INFORMATION**

The Board and the Association agree to furnish to each other within a reasonable period of time upon reasonable request made in writing, all available public information pertinent to and which will assist the parties in evaluating proposals under negotiations. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

**D. RELEASE OF INFORMATION**

Both parties agree not to release information concerning negotiations to persons or groups other than the Board or the Association without mutual consent. This includes release of information to the news media.

**E. AGREEMENT**

1. When tentative agreement has been reached on an item, it shall be reduced to writing and shall be initialed by the chief spokesperson of each respective party. When all items have been tentatively agreed to, they shall comprise the tentative settlement that shall be considered for ratification by the Association and for adoption by the Board using the below listed procedure.
2. The total tentative agreement, once reached, shall include the following provisions in writing:
  - a. Provisions of the Contract; and
  - b. Date that said provisions are to be implemented.
3. Within five (5) calendar days of the negotiations session where total tentative agreement is reached, the total tentative agreement shall be presented by the Association team to the Association general membership for ratification.
4. Once the contract has been ratified by the Association, the Board shall, at its next regular or special Board meeting, but no later than ten (10) calendar days from the date of ratification by the Association act upon the total tentative agreement.
5. When ratified by both parties, the contract shall be executed by representatives of the Association and the Board and shall constitute a binding Contract between the parties for the period of time as determined in the Contract. The Board shall make the necessary revisions in Board policy if in conflict with this Contract.
6. The signed contract shall be printed in a half-page booklet form in sufficient quantity for all teaching staff, administration and the Board within thirty (30) days, or as otherwise agreed, of signing. The cost of printing will be approved, in advance, and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party. The cover of the contract will be mutually developed.

**F. IMPASSE PROCEDURES**

1. If, fifty (50) calendar days before the expiration of the existing Contract, the parties are unable to reach an agreement, either party may request the services of a mediator from the Federal Mediation and Conciliation Service to assist the parties in resolving the remaining issues. Any costs incurred will be divided equally between the Association and the Board.
2. Mediation, as set forth above, constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.
3. If there has been no settlement by the expiration date of the collective bargaining Agreement, the employees shall have the right to strike as outlined in O.R.C. 4117.14(D)(2).
4. The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in O.R.C. 4117.14, which statutory time limits and procedures are hereby mutually waived, except O.R.C. 4117.14(D)(2).

**G. GENERAL PROVISIONS**

1. For purposes of the provision, "days" shall mean days when school is in session during the school year; and during the summer, "days" shall mean weekdays (Monday thru Friday) excluding legal holidays.
2. Negotiations shall be conducted in good faith. "Good faith" shall be defined to include adherence to these procedures and a willingness to react to the other party's proposal. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.

**H. NO STRIKE CLAUSE**

Neither the Association, its agents, nor any bargaining unit member shall strike as defined in Ohio Revised Code 4117.01 (H) during the term of this Contract.

**ARTICLE III - EVALUATION**

- A.** The purpose of evaluations is to improve instruction and make the record of employment performance (along with other written administrative reports concerning the teacher). The Board shall evaluate all teachers prior to taking nonrenewal action pursuant to this Article and Article VIII herein.

**B.** All teachers shall be evaluated as follows:

1. Teachers may be evaluated as often as the building principal desires provided there is a demonstrated need for more formal observations and evaluation in addition to those provided for in this Section. Each circuit teacher shall be assigned to only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrators in whose buildings said circuit teacher is assigned during the school year. In making the evaluation, any said input shall be provided to the teacher as part of the evaluation process.
  - a. A teacher in his/her first year in the District: three (3) times
  - b. Teacher's second year in District: two (2) times
  - c. After the second year, formal observations and conference shall be once every year.
2. Observations may be made as often as necessary and will continue not to be used malevolently, but observations in accord with B.1a, b, and c, above, shall follow the following schedule. (This shall not preclude incidental observations.)
  - a. For three (3) times: first, September or October; second, November or December; third, January, February, or March.
  - b. For two (2) times: first, October thru December; second, January thru March.
  - c. For one (1) time: before March for teachers whose contracts are up that year (before May for all others).
  - d. Normally observations will not be conducted after February, since if deficiencies are found there may be insufficient opportunity to satisfactorily correct the deficiency (not after April for all others).
3. All formal observations of a teacher to be used in evaluation shall be in writing and shall be recorded on the approved evaluation form (Appendix A). Observations and evaluations have been and will be conducted with the full knowledge of the teacher.
4. Each formal observation shall be at least twenty (20) continuous minutes in the classroom when the teacher is in the performance of his/her regularly contracted duties as a teacher. The public address system and all other electronic recording devices shall not be used to conduct observations.
5. Within ten (10) school days following a formal observation, a conference to evaluate shall be held between the evaluator who observed the teacher and the teacher who was observed. The teacher, if requested by the teacher, shall be given three (3) days' notice prior to the conference. At this conference, the teacher observed shall receive a signed copy of the evaluation instrument (See Appendix A).

6. If there are areas which are judged to be deficient by the principal, these areas shall be noted on the evaluation form together with specific written suggestions by the principal for correcting such alleged deficiencies. These suggestions may include direct help and assistance by the principal. If there are other concerns/ideas of the principal, but not deficiencies, these may also be shared with the teacher along with suggestions, but only verbally.
  7. The evaluator shall indicate whether or not the teacher's overall teaching performance is satisfactory or unsatisfactory and the basis for this conclusion.
  8. At the end of an evaluation conference both the teacher and the evaluator shall sign and date the evaluation form. The teacher's signature shall indicate only that he/she has read the evaluation. It shall further be the teacher's right to attach a statement of rebuttal to any evaluation form. The rebuttal statement shall be initialed by the principal to signify he/she has read it and shall thereafter be considered a part of the evaluation form. If a rebuttal is not submitted by the teacher, this will be interpreted to mean that the teacher agrees with the principal's evaluation.
  9. Both the teacher and the administrator shall have the right to the presence of no more than two (2) individuals of their choice to be present at the evaluation conference. Either party wishing to be accompanied at the conference shall notify the other party, at least the day prior to the conference, of who will be at the conference with them. Failure to notify will be grounds for not allowing the individual to be represented at that particular conference.
  10. Evaluations or observations shall not be scheduled the first day back from sick leave or the workday before Thanksgiving, Christmas break or spring break, unless such a delay would interfere with the timelines of this Article. If due to an approved leave of absence or extended sick leave, a teacher's observation or evaluation timelines cannot be met, those timelines will be extended for a period equal to the length of the leave or absence due to illness.
  11. Formal observations will be preceded by at least one (1), but not more than ten (10) working days' advance notice.
  12. Failure to follow this procedure by the Administration must be documented by the administration that a teacher avoided observation.
- C.** Each bargaining unit member assigned to more than one building shall be assigned to only one administrator, which may rotate annually on a school year basis, for the purpose of this evaluation procedure. This administrator will seek input (which may include classroom observations or any other relevant information) from other administrator(s) in whose building the bargaining unit member is assigned during the school year in making the evaluation. Any input from other administrators shall be identified and provided to the bargaining unit member as a part of the evaluation.
- D.** This evaluation procedure supersedes and replaces the evaluation procedures contained in ORC 3319.111. To the extent any of the evaluation procedures mandated by ORC3319.111 are not specifically addressed in this Article, they will be purposefully omitted and superseded by this Article.

**E. APPRAISAL REVIEW COMMITTEE (ARC)**

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Appraisal Review Committee (ARC) will be formed with four (4) members appointed by the Association and three (3) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and the Association for the adoption of improvements in the evaluation process and/or any corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the Board and approved by the Association. The ARC will meet as determined by the Committee.

**ARTICLE IV - REDUCTION IN STAFF**

**A. REASON(S)**

When by reason of decreased enrollment of pupils (in grade levels or in subject areas), return to duty of regular teachers after leaves of absence, changes in course offerings, suspension of schools or territorial changes affecting the District, financial reasons, or loss of a federally-funded position due to loss of Federal funds, the Board decides that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction.

Not less than twenty (20) days prior to any Board action to suspend contracts pursuant to a reduction in force, the Superintendent will meet with the Association President to discuss the reasons for the proposed reduction.

**B. PROCEDURE**

1. Bargaining unit members shall notify the Superintendent or his/her designee in writing of his/her intent to request leave, retire, return from leave or resign.
2. To the extent that reductions are not achieved through attrition, and circumstances permit, reductions may be achieved in accordance with the provisions of Revised Code Section 3319.17, i.e., suspension of contract. In suspending contracts within the areas of certification/licensure or specialties affected by the reduction in force, preference shall be given to teachers with greater seniority in the District. The Superintendent shall determine the specific areas of certification/licensure and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force. Within the areas of certification/licensure affected, the contracts of limited contract teachers shall be suspended before any teachers on continuing contract, beginning with the least senior teacher on limited contract in the affected area(s) of certification/licensure. Continuing contract teachers may be subject to reduction in force only after all limited contract teachers in the same area of certification/licensure.
3. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the SELEA president by November 15th of each year. The SELEA

president will return the list with any corrections by December 15. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.

4. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
  - a. the date of the Board meeting at which the teacher was hired; and then by
  - b. the date the teacher signed his/her initial employment contract in the District; and then by
  - c. the date of the application, if it can be determined; and then by
  - d. any remaining ties will be broken by lot.
5. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

**C. NOTICE**

The Board shall notify every affected teacher and the Association President of those teachers being released, and provide a copy of the Reduction In Staff (RIS) seniority list at least ten (10) calendar days prior to formal Board action to implement the RIS. As each person is reinstated, the Board shall notify the Association President.

**D. RECALL**

1. The names of teachers whose limited contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights.
2. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of each teacher on the recall list who is qualified according to these provisions.

If a teacher on a recall list accepts full-time employment with another school district in a position requiring a certificate/license, and has determined not to return to the Southeast Local Schools, the teacher shall so notify the Superintendent immediately and will be removed from the recall list.

3. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
4. It is the teacher's responsibility to keep the Board informed of his/her current address. Each teacher is required to respond by certified mail to the District Office as to whether or not the position will be accepted. The most senior of those responding will be given the vacant position. Any teacher who fails to respond or who declines to accept the position within ten (10) calendar days will forfeit all recall rights.

5. Teachers returning to employment after a RIS shall resume their previous contract status, seniority, salary, and existing fringe benefits.
6. If a position initially abolished is reinstated or if a new position(s) is established, an attempt will first be made to fill the vacancy from teachers on the recall list prior to filling such vacancy.
7. Consistent with COBRA and where group insurance policies permit, a teacher whose contract has been suspended may continue to participate in those benefits which are provided to those teachers in active employment provided that the teacher pays the total premium to the Board Treasurer one (1) week prior to the date the Board normally pays the premiums to the company.
8. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

## **ARTICLE V - CONTRACTS**

### **A. LIMITED CONTRACTS**

1. Upon initial employment, unless eligible for and offered a continuing contract as per Section B, below, a teacher shall be issued regular teaching contracts as follows until eligible for and offered a continuing contract.
  - a. First, second and third year: one-year limited probationary contracts
  - b. Followed by no more than two (2): two-year limited contracts
  - c. All succeeding contracts: three-year limited contracts
  - d. The Board, at its sole discretion, may shorten the amount of time it takes to move in the sequence of contracts from A.1a to A.1b (e.g. hire a new employee under a two-year limited contract to be followed by a two-year).
2. Any teacher eligible for a multi-year limited contract may be given a limited contract of lesser duration provided that such teacher is notified on or before April 15 with written sufficient reasons as to why he/she is not being given the appropriate length multi-year contract (said reasons to be reflected in the evaluation process).
3. Each teacher will be provided a written contract in keeping with the Ohio Revised Code. The regular individual contract will include;
  - a. name of teacher;
  - b. name of school district and Board of Education;
  - c. Type of contract (limited/continuing) and duration, if limited; and
  - d. annual salary to be paid or the initial year if on a multi-year limited or continuing contract.

**B. CONTINUING CONTRACTS**

Continuing contracts shall be issued in accordance with Ohio Revised Code.

**C. CONTINUING CONTRACT ELIGIBILITY**

**1. Procedure For Consideration of Continuing Contract Status**

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file, by March 1 of the school year of tenure eligibility, either:

- a. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998, in accordance with Ohio Revised Code 3319.22; or
- b. A Professional Educator's License issued after October 29, 1996, and proof of either of the following:
  1. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
  2. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
- c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
  - (1) Holds a professional, senior professional or lead professional license;
  - (2) Has held an educator's license for at least seven (7) years; and
  - (3) Has completed either of the following:
    - (a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
    - (b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

The teacher must have taught for at least three of the last five years in the Southeast Local School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Southeast Local School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.

2. Satisfaction of tenure eligibility requirements does not automatically confer a continuing contract. A teacher who has not previously held a continuing contract in Ohio meeting the requirements may be granted a continuing contract, or up to a two (2) year limited contract with reasons directed at professional improvement, or non-renewed. A teacher who has previously attained a continuing contract earlier, may only be granted a continuing contract or non-renewed by the end of the second year in Southeast Local Schools. However, failing action by the Board of either nonrenewal or granting up to a two (2) year limited contract with reasons directed at professional improvement by April 30 in the year considered, a continuing contract will be automatically conferred.

3. Extended Limited Contracts

The Superintendent may recommend reemployment of a teacher eligible for tenure, where continuing contract status has not been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the thirtieth (30th) day of April. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs from that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

**D. SUPPLEMENTAL DUTIES**

All teachers employed by the Board and paid to perform supplemental duties as per Article XV, herein, shall be provided a supplemental contract. Individual Board approved paid extra duties will be provided a supplemental or be provided payment by time slip unless such practice is disallowed by the State Auditor. Sequence of contracts is not applicable to supplemental contracts.

**E. PROFESSIONAL LICENSURE**

Consistent with Ohio law, it shall be the responsibility of all bargaining unit members to maintain valid certification/licensure for positions they were employed and/or are assigned to teach. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate certification/licensure.

**ARTICLE VI - VACANCY AND TRANSFER**

**A. ASSIGNMENTS**

A tentative teaching assignment for the following school year shall be provided for each full-time teaching employee not later than June 15.

## **B. VACANCIES**

1. A vacancy, as determined by the Board/Administration, may result from creation of a new position, resignation, leave of absence, retirement, nonrenewal or termination. For purposes of this Article, a vacancy shall be deemed to exist at the time the administration has confirmation that an opening is going to exist.
2. Notice of Vacancies
  - a. During the school year, vacancies shall be announced through faculty memoranda and/or posting in the schools. Teachers desiring the announced positions have five (5) days from the date of the announcement to indicate their interest to the Superintendent.
  - b. During the summer months, announcements will be posted in the Central Office. Bargaining unit members who wish to have personal copies of announcements sent to them shall indicate such in writing to the Board Treasurer. The announcement will be mailed to those above when the vacancy is available.
  - c. Each bargaining unit member who makes a request for a position shall be notified of the disposition of the request.
3. Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but as creating an opportunity for bargaining unit members to indicate an interest in transferring to such position.
4.
  - a. Current teachers who possess the proper certification/licensure for the position at the time the position is to be filled will be given first consideration for the vacancy, and should request an interview with the Superintendent or his/her designee to discuss the vacancy and qualifications. "First consideration" is defined to mean that interested current teacher(s) will be provided with a preference over outside candidate(s) in those circumstances when, in the determination of the Administration, the qualifications of such outside candidate(s) under consideration and those of the current teacher applicant(s) are deemed to be equal.
  - b. Any teacher who is interviewed and denied the opportunity to fill a vacancy may request an explanation from the Superintendent/designee.
5. This provision shall not preclude filling a position on a temporary basis for the remainder of a given school year (i.e. vacancy due to leave of absence).

## **C. INVOLUNTARY TRANSFERS**

1. Transfers will be on a voluntary basis normally. However, correct and proper operation of the school district might require that involuntary transfers be made.
2. In making involuntary transfers, the wishes of the individual teacher will be honored, to the extent that these considerations do not conflict with the instructional requirements and best interests of the District, buildings(s), and the pupils.

3. If the teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and/or Superintendent/ designee where the basis for the transfer will be stated.
  4. This Section refers to transfers from one building or subject to another.
  5. Any teacher involuntarily transferred for reasons other than previous low evaluations or performance will be given first priority for transfers requested as per Section B, above. An exception would be staff reduction transfers which would have first priority.
- D.** If the fifth or sixth grade is moved to the John R. Lea Middle School, teachers currently teaching these grade levels shall have first right to continue teaching these levels.

#### **ARTICLE VII - PERSONNEL FILES**

- A.** The only official personnel file shall be maintained in the Board offices. The purpose of these files is to serve as the official repository of records pertinent to the bargaining unit member's employment and professional responsibilities.
- B.** Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, work, character or personality before it is placed in his/her personnel file. The teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The teacher's refusal to sign shall not preclude the material from being placed in the file with the appropriate notation indicating lack of signature. His/her signature shall not indicate agreement with the content of the material, but only indicate that the material has been inspected by the teacher. He/she shall also have the right and opportunity to reply to such critical material in a written statement to be attached to the filed copy. Any teacher shall be given one copy of each material placed in his/her personnel file. Upon written request of the teacher, the personnel file may be viewed during regular office hours when the teacher is not specifically assigned to classroom duties, in accordance with provisions of the Family Educational Rights and Privacy Act in the presence of the Superintendent or his/her designee. Copies of material beyond one (1) shall be paid for at the Board's cost of reproduction.
- C.** It is understood that excluded from the above shall be any pre-employment confidential references or documents.
- D.** All documents included in a teacher's personnel file shall be dated.
- E.** The file may not contain material that is not accurate, relevant, complete, timely, or identifiable as to source.

#### **ARTICLE VIII - TERMINATION AND NONRENEWAL**

- A.** "Probationary" employees are teachers who have not yet completed three (3) full years under a limited contract with the District. Probationary employees are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before April 30. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date. This provision shall supersede and replace Ohio Revised Code 3319.11 with respect to probationary employees.

- B.** The following applies to teachers following the third (3rd) year of service in the District and thereafter.
1. When it becomes necessary to recommend the nonrenewal of a teacher on a non-probationary limited contract, the teacher shall be contacted in writing prior to April 30 and at least seven (7) calendar days prior to any meeting by the Board to consider nonrenewal action.
  2. A teacher so notified has the right to a hearing before the Board, with counsel/representative, in order to present evidence, and may have witnesses speak on his/her behalf.
  3. The reasons for nonrenewal shall be in writing and must be specific in nature and for just cause concerning the teacher's misconduct, poor job performance, issues of moral character, and/or professionalism.
  4. The Board will consider the evidence as presented and make its determination for continued employment or nonrenewal based upon the facts as presented.
  5. These provisions shall not apply to any action of nonrenewal of supplemental contracts.
  6. It is the intention of the parties that the provisions of Section B shall supersede and replace the provisions of R.C. 3319.11 that relate to the non-renewal of a teacher's limited contract; and appeals of teacher non-renewals shall only be through the grievance procedure (Article XXV) of this Agreement, beginning at Level Four, binding arbitration.
- C.** Termination of an individual contract during its term shall be in accordance with ORC 3319.16 and 3319.161.

#### **ARTICLE IX - WORKDAY**

- A.** The teacher workday will be:
1. Elementary (including 7th and 8th grades attending elementary schools) shall be 8:00 AM to 3:30 PM, and
  2. Grades 7-12 shall be 7:15 AM to 2:45 PM.
- B.** Deviation from regular starting and ending times may be approved by the building principal on an individual basis if requested by the teacher. The procedure of requests for flextime at the elementary shall continue.
- C.** Before and after school duties shall be compensated pursuant to the supplemental salary schedule to the extent that they extend beyond the teacher workday.
- D.** Arrangements for class coverage shall be made by the Administration for elementary teachers who are Varsity head coaches.

- E.** Student contact time shall not exceed six (6) hours per day unless the teacher and the Association agree to be assigned more than six (6) hours' student contact time. The teacher will be compensated proportionately at his/her daily rate.
- F.** Included in the teacher workday shall be a thirty (30) minutes duty-free uninterrupted lunch.
- G.** Teachers at Waynedale and John R. Lea shall have at least one (1) planning period per day during the student day of no less length than at least forty (40) continuous minutes. All elementary teachers shall receive planning time of no less than two hundred (200) minutes per week in addition to the time before and after classes start and end. Reasonable efforts will be made by the Administration to provide elementary teachers with at least one (1) planning period per day during the student day of no less length than at least forty (40) continuous minutes. Specialists shall get at least forty (40) continuous minutes per day during the student day for planning in addition to any travel time. Tutors working full-time shall be provided at least two (2) twenty (20) minute breaks per day to be scheduled by the Administration.
- H.** Teachers shall not be required to use their planning time or time outside the workday for inclusion and team teaching planning.
- I.** Normally, elementary teachers shall not be required to stay in the classroom while special area subjects are being conducted. Exceptions would be for continuity or special programs.
- J.** Principals may schedule two (2) building meetings per month which may result in an extension of the workday as described above for a maximum of one (1) hour each outside the workday. All meetings will be preceded by a twenty-four (24) hour advance notice, except in emergency.  
  
Teachers shall be expected to attend these meetings. Additional meetings may be called on an emergency basis to insure the health and safety of the students and staff.
- K.** The Board shall make every reasonable effort to obtain a substitute for absent special teachers (art, music, and physical education).
- L.** A class shall not be conducted unless under the supervision of an assigned certificated/licensed person.
- M.** Staffings, IEP conferences, and IAT meetings shall be scheduled during the regular workday if at all possible.
- N.** Bargaining unit members shall not report to work when calamity days are declared.

#### **ARTICLE X - WORK YEAR**

- A.** Unless a teacher has additional responsibilities under a supplemental contract or a teacher has an extended time contract, except as later provided in this paragraph, the teacher's work year shall not be longer than one hundred eighty-four (184) workdays, including not more than one hundred eighty (180) student contact days (185 for teachers new to the District). One day shall be a workday for the teacher to be set by the teacher between August 15 and the beginning of the school year where the teacher is required to check in with the building office on the day he/she works. Martin Luther King Day shall be scheduled as a holiday for all staff. In addition to the above, the District can require a maximum of four (4) additional

days per work year with paid extended time for in-service/ professional growth meetings in the District. These days shall be adopted as part of the school calendar and may not be scheduled on weekends, holidays, winter break, spring break, or summer recess (except the week before and the week after the student school year), but may be scheduled attached at the beginning or end of the regular work year. Other extended time for building/grade level/ department not contained in these days may be offered by the District.

- B. Days missed due to school closing for weather or other calamity shall not be made up unless required by the State Department. Scheduling of make up days for days of closing during the current school year to be made up during the current year shall be done at the time of adoption of the school calendar for the next school year.

## **ARTICLE XI - WORKING CONDITIONS**

### **A. EQUAL OPPORTUNITY**

No bargaining unit member will be discriminated against for reasons of race, color, creed, national origin, sex, age, religion, or disability.

### **B. ACADEMIC FREEDOM**

The teacher shall have the right to perform his/her professional responsibilities in the classroom in ways he/she believes will best encourage an understanding of the educational subject matter so long as such right is exercised within the bounds of professional responsibility and Board educational philosophy and curricula and the adopted course of study.

### **C. DUTIES**

1. Duties, during the workday, other than paid supplemental duties, will be equitably assigned.
2. Any duty, outside the workday, not paid or under supplemental contract, shall be voluntary.

### **D. VISITORS**

A teacher will receive a twenty-four (24) hour notice before visitors other than Southeast School Board or its employees shall be allowed in a class. If such notice is not provided prior to arrival of the visitor, it shall be the teacher's responsibility to indicate to the visitor that such notice is required and entrance to the class is denied.

### **E. CERTIFICATES/LICENSES**

1. Teachers shall not be assigned to a position from which they are not properly certified/licensed, except on a temporary basis due to an emergency situation.

2. The Board shall reimburse all members of the bargaining unit for all certificate/license applications and renewal fees within thirty (30) days of submission of the proof of expenditure; however, should a bargaining unit member voluntarily terminate his/her employment with the District (via resignation or retirement) during the life of this Contract, any reimbursement paid under this Section will be automatically deducted from the teacher's last paycheck.

**F. STUDENT MEDICAL NEEDS: DRUGS**

Except in emergency situations, or while on field trips, or as otherwise provided by the terms of an IEP or 504 Accommodation Plan, teachers may be requested but not required to attend to student medical needs.

**G. NOTIFICATION OF COMMUNICABLE DISEASES**

With due regard and respect for student privacy, teachers with a need to know to whom the student is assigned will be notified of known communicable diseases carried by the student, except as otherwise restricted by law.

**H. STUDENT BEHAVIORAL PROBLEMS**

1. When the Administration has information that a student has a history of violent physical behavior and that information is not otherwise protected by Federal or State law, teachers who have need to know will be apprised of the student's history of physical violence.
2. Each building staff, working cooperatively with the principal, will develop guidelines for a building discipline plan to include teachers sending pupils to the office and the disposition of related problems.

**I. DUE DATE OF STUDENT GRADES**

There shall be at least a minimum of three (3) working days (inclusive of calamity days) between the close of a grading period to the time grades are due, except at the end of the school year.

**J. PARENT/TEACHER CONFERENCES**

1. If building or District-wide parent/teacher conferences are scheduled by the Administration and/or Board outside the workday, commensurate release time shall be scheduled as follows:
  - a. First semester will be determined by the Superintendent with input from the Association; and
  - b. Second semester will be scheduled the Friday of the same week.
2. Completion of the Parent/Teacher Conference Form by teachers is optional, except for students with problem areas.

**K. MENTOR TEACHER PROGRAM**

The District's "Teacher Entry-Year Program" shall remain as bargained in 1992 and will be contained in the Teacher Entry Year Handbook which is incorporated by reference herein. Copies of the Handbook will be provided to all bargaining unit members.

**L. PAYCHECKS**

1. Effective with the beginning of the 2006-2007 contract year, all employees shall be paid through direct deposit with employees receiving electronic and written confirmation of deposit. Beginning with the 2007-2008 contract year, employees will receive electronic notification of deposit only.

**M. PAYROLL DEDUCTIONS**

1. See Article XII/A for Association Dues/Fees.
2. Payroll deductions shall also be made available for the following purposes:
  - a. Credit Union
  - b. Tax-sheltered annuities if three (3) people request the same annuity. The Board shall allow self-directed annuities to be deducted from the employee's pay with thirty (30) days' notice to the Treasurer. If a company is not qualified to offer annuities in the School District, a bargaining unit member may change his/her contract or enter into a new contract for tax-sheltered annuities (403B). The bargaining unit member(s) must obtain a "hold harmless" agreement from that company in a form acceptable to the School District and if the School District would be required to provide the IRS an Audit of Annuity Accounts, those participating employees agree to split the annual fee of up to Fifty Dollars (\$50.00) for any school year that the bargaining unit member has a contract with such company where there are not at least three (3) bargaining unit members who have a contract with such company. Companies being used as of June 1, 2000 are excluded from this requirement and may be continued. All annuities will be dispersed to the companies within fifteen (15) calendar days of the receipt of the bill from the annuity company.
  - c. Insurances
  - d. FCPE
  - e. Savings Bonds - Deductions for United States Savings Bonds will be permitted on the following conditions:
    - 1) The deduction must be for the entire year; and
    - 2) Each deduction must be an amount equal to the amount necessary to purchase at least a One Hundred Dollars (\$100.00) bond.
  - f. Purchasing Service Credit - Deductions for purchasing service credit for the retirement system shall be allowed each pay.

- g. Any of the above voluntary deductions may be changed, added to or deleted with a fourteen (14) calendar day notice to the Board Treasurer.

**N. PUPIL-TEACHER RATIO**

The pupil-teacher ratio shall meet or exceed the state minimum standards. There shall be no less than forty (40) classroom teachers per 1,000-Basis ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1, 000 students. For purposes of this Section, "classroom teacher" and "ESP" shall be defined as per ORC 3317.023.

**O. COMMITTEE PARTICIPATION AND REPRESENTATION**

1. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.
2. The Association shall have the right to appoint at least one (1) person but no more than three (3) to be seated on any District-wide committee or building committee (established after the effective date of this Agreement) that has members other than just Board members, the Board Treasurer, and administrators. Any teacher on a committee will not have the authority to bind the Association.
3. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

**P. PARENTAL COMPLAINTS**

1. If a parental complaint is received by the building principal and the principal determines that a follow up is needed, he/she will inform the bargaining unit member who is the subject of the complaint and that bargaining unit member may be required to make personal contact with the parent within a reasonable period of time but in no case longer than five (5) school days from the date of complaint.
2. Anonymous complaints will not be used as a basis for disciplinary action. However, should an anonymous complaint contain allegations of serious misconduct, the administration may conduct a further investigation into the allegation.
3. Parental complaints will not be placed in a bargaining unit member's personnel file. When necessary, the building principal may conduct an investigation into a parental complaint. Such investigation may result in a letter of explanation or reprimand for the bargaining unit member and a copy of such letter may be placed in the bargaining unit member's file.

**Q. OCCUPATIONAL SAFETY AND HEALTH**

1. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

2. District's Right to Reassign

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

3. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 may only use the grievance procedure in this Contract as the means for asserting such a claim.

**R. JOB SHARING**

1. Two (2) teachers, each of whom must be properly certificated/licensed and singularly employable in a specific full-time assignment, who agree to split a full-time assignment, may do so, with approval of the Superintendent on a case-by-case basis which is not precedent setting. The teachers who wish to participate are responsible for locating their job sharing partner.
2. If requested by the job sharing teachers by March 15 job sharing assignments shall be reviewed by the Superintendent who may approve or reject continuation for the following year and shall provide notice of approval or rejection by May 1.
3. There shall be a Job Sharing Agreement between the two (2) teachers, Superintendent, and Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties, hours, payment of benefits (one FTE per position), compensation, evaluation, parent conferences, IAT meetings, duty periods, committee assignment outside the District, communication, grading practices, accrual of seniority, and provisions to resolve disagreements during the term of the Job Sharing Agreement. This list is only illustrative, and is not meant to be all encompassing.
4. Deadline for initial application to job share shall be March 1, and once approved the Job Sharing Agreement is final. All applicants shall receive notice of acceptance or rejection by May 1.
5. The purpose of a job share is to divide an existing position at the request of two (2) teachers. This Section is not to be used to employ part-time teachers instead of full-time teachers.
6. If either teacher that is a signator to a Job Sharing Agreement pursues litigation over the provisions of the Job Sharing Agreement not alleging a violation of the Job Sharing Agreement, the Association will join with the Board by providing attorney service in order to protect the integrity of the Job Sharing Agreement.

**S. EDUCATION OF STUDENTS WITH DISABILITIES**

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.
2. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
  - a. The education benefits both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
  - b. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
  - c. The cost of necessary supplementary services.
3. Any teacher involved in educating a student who is being served under an IEP or 504 plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to subsection S2, above, or seek revisions or interventions.
4. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:
  - a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
  - b. Providing inservice training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.
  - c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and

- d. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
5. To the extent practical, IEP/504 meetings or staffings will be held during the workday.
6. Special education teachers (exclusive of tutors or related services personnel) will be provided at least one (1) day release time for drafting of IEPs. Special education teachers with more than fourteen (14) IEPs in grades K-8 or eighteen (18) IEPs in grades 9-12, will be provided with an additional release day. Release days for this purpose will be at a site designated by the Superintendent or his/her designee. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.
7. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.
8. Specialized Health Care Procedures
  - a. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.
  - b. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student, unless otherwise required by the terms of the student's IEP and/or 504 plan.
9. Any issues relating to
  - a. a student's eligibility for special education or accommodations under the IDEA or Section 504;
  - b. the contents or appropriateness of a student's IEP/504 plan; or
  - c. the student's placement;are not grievable.
10. Review of Student Placement

A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.

**T. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for continuing education units (CEUs), organizing and planning inservice programs in collaboration with the Staff Development Committee, mentor training, mentor programs, CEU credits (if approved by the State of Ohio), identifying and setting priorities for District staff development in collaboration with the Staff Development Committee, and serving as one discussion group for instruction and curriculum issues.
2. The term of office for LPDC members shall be three (3) years.
3. The LPDC shall be composed of four (4) persons appointed by the Association which shall have as representation elementary, middle school and high school and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the LPDC's independent appeals process.
6. The LPDC will meet four (4) one-half (1/2) days during the work year. Substitutes will be provided, as necessary, by the Board. The agenda for the meeting will be distributed in advance of the meeting. Additional meetings up to four (4) one-half (1/2) days, set up in collaboration with the Superintendent, outside the workday.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any professional leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.
9. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
10. LPDC members shall receive a stipend of Six Hundred Dollars (\$600.00) per school year with the second pay in December.

**U. PART-TIME POSITIONS**

Part-time positions will be combined whenever possible. All persons must be certified/licensed in the areas working.

**V. ASSIGNING OFF CAMPUS**

Reasonable efforts will be made to avoid assigning bargaining unit members to off-campus locations other than educational facilities.

**W. CERTIFICATED TUTORS**

Certificated tutors who are the teachers of record, with the pre-approval of the Superintendent or his/her designee, will be paid at the BA-0 hourly rate for time he/she is the teacher of record.

**ARTICLE XII - ASSOCIATION RIGHTS**

**A. DUES AND FAIR SHARE FEE**

1. The Board shall deduct the periodic dues of Association members, and shall deduct a fair share fee (in the manner described below) from all nonmembers of the Association equal to Association and affiliate dues.
2. Bargaining unit members who do not elect to become members of the Association within sixty (60) calendar days following his/her initial day of actual work, shall be required to pay the Association the fair share fee. No service fee shall be assessed or collected during the first days following a new employee's initial day of actual work.
3. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "Board" includes the Board of Education of the Southeast Local School District, its members, the Treasurer, Superintendent and all members of the administrative staff.
4. Association dues/service fees deduction from teachers' paychecks will be provided to the Association Treasurer no later than five (5) calendar days after issuance of that particular pay.
5. Association dues/service fees shall be deducted equally from each remaining pay on a contract year basis. The Association Treasurer shall notify the Treasurer of the amount to be deducted for each employee by the end of the third (3rd) week of September. The Association shall not grieve non-intentional mistakes in deductions made by the Treasurer, so long as the errors are corrected in a reasonable time.

**B. NO REPRISALS**

There shall be no reprisals as a result of any teacher's membership and/or participation in legal Association activities including, but not limited to, grievances, negotiations, and use of this contract.

**C. TEACHER MAILBOXES**

Association officers and Association representatives in each school building shall have the right to use the teacher mailboxes for the purpose of distributing Association membership promotional materials, Association announcements and Association newsletters providing it is done outside the official student day or during the teacher's lunch period.

**D. TEACHER BULLETIN BOARDS**

There will be provided a bulletin board in each school building (preferably in the faculty lounge) for exclusive use by the Association. Official Association postings shall be restricted only to the bulletin board as provided.

**E. BUILDING USAGE**

The Association may use a school facility in which to hold an Association meeting outside of the contractual day during times when a custodian is normally on duty with the express understanding that such meeting will not conflict with any other use of the facility as approved by the Board or the Administration. It is expressly understood that use of the Board facilities for an Association meeting will mean a meeting of the Association membership or bargaining unit and is not for the purpose of a meeting for others sponsored by the Association. At least two (2) days' advance notice is required. District-wide meetings of the bargaining unit may be held twice per year and Executive Committee meetings once per month. Additional meetings may be held with prior approval of the Building Principal.

**F. BOARD DOCUMENTS**

1. A copy of the official minutes of each regular Board Meeting will be made available to each building representative following approval of those minutes by the Board.
2. The Association President shall be given a copy of the "Board Meeting packet," given to the Board members, except those documents which are not public record.
3. The Association President shall be given a complete copy of Board Policy.
4. Any insurance policies maintained by the Board that cover bargaining unit members will be made available to the Association President.

**ARTICLE XIII - LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. Each full-time bargaining unit member shall be entitled to sick leave credit of one and one-fourth (1-1/4) workdays with pay for each month of service or a total of fifteen (15) days per year to an accumulation of two hundred sixty-four (264) days. Sick leave credit shall be retained, but not accumulated, during an unpaid leave of absence.
2. Each teacher who has exhausted or each newly employed teacher who has not accumulated sick leave days shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from any sick leave accumulated. Any advance is to be repaid by the teacher's subsequent sick leave

accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

3. The Board may require a bargaining unit member to furnish a written, signed statement on the enclosed form to justify the use of sick leave. If medical attention is required, the employee shall list the name and address of the attending physician and the date(s) when he/she was consulted. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more consecutive days must, upon request, provide the Board with medical verification of the need to be absent from work and information concerning the prospects of a return to work. Nothing in this Section shall be construed to waive the physician-patient privilege provided by ORC 2317.02. Falsification of a statement is grounds for suspension or termination of employment as per ORC 3319.16.
4. Sick leave may be used for absence of a teacher due to personal illness, illness or disability associated with pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children, and for any absence due to illness, injury, or death in the teacher's immediate family. Routine doctor, dental and/or health service provider visits, other than well-baby care, which are not an emergency or related to a current illness or injury, are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or workweek, teachers are to utilize personal leave.
5. Immediate family means any dependent living in the employee's household, father, mother, spouse of the teacher, sister, brother, son, daughter, grandparents, grandchildren, or parent-in-law.
6. Notification of use of sick leave and procedures upon return from sick leave shall continue in accord with current Board policy.
7. No sick leave shall be granted or credited to a teacher after the effective date of his/her retirement, resignation or termination of employment.
8. Sick Leave Transfer

In the event a teacher requires extended sick leave and has exhausted his/her sick leave, the Association and the administration shall meet to discuss possible alternatives, including the donation of sick leave days by other bargaining unit members. Donation of sick leave under this Section will not be used to deny a bargaining unit member of the attendance incentive. Each situation will be discussed and addressed on a case-by-case basis. Additional medical proof may be required to be submitted for this purpose. Decisions made under this paragraph are not grievable.

## **B. PERSONAL LEAVE**

1. Each teacher shall be allowed three (3) days of personal leave per school year without loss of regular earnings.

2. These days shall be unrestricted and shall be granted without regard to the reason and no reason shall be asked of the teacher, except during the months of May and June where only one (1) personal leave day is unrestricted and the second and third days shall be restricted subject to the rules in paragraph B3, below. In addition, the unrestricted personal leave day may not be used on any day of scheduled professional inservice.
3. The second and third unrestricted personal leave days during the months of May and June shall be restricted and subject to the following rules:
  - a. Must not be for personal pleasure such as shopping, hunting, visiting relatives, etc.
  - b. Must be for activities that can be conducted on school days only. If the activity can be arranged on weekends or evenings, it is not eligible for restricted personal leave.
  - c. Superintendent shall have the discretion to determine if the restricted personal leave meets the criteria for restricted personal leave as defined herein.
  - d. Any restricted personal leave disapproved shall be considered personal absence and salary deducted.
  - e. Any restricted personal leave shall not be used for extending a vacation or long weekend.
  - f. Restricted personal leave shall not be changed unless the teacher has requested it.
  - g. Except in emergency situations, restricted personal leave shall not be used on any day of scheduled professional inservice.
4. If possible, all personal leave requests must be made to the Superintendent at least twenty-four (24) hours in advance of the date of leave.
5. It is further provided that no more than eight (8) bargaining unit members per day may receive permission for personal leave.

**C. COMPULSORY LEAVE**

Release time shall be granted when the teacher is required to be on jury duty or if a teacher is subpoenaed to appear in court as a witness (so long as the appearance is not as witness against the Board) and the teacher does so. The teacher shall attach to the leave form, the substantiation given by the court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the teacher.

**D. PROFESSIONAL MEETINGS**

1. A maximum of fifteen thousand dollars (\$15,000) each school year will be provided for professional meetings in accordance with this provision:

- a. Any employee of the Board may, at the discretion of the Board, receive compensation and expenses for days on which he/she is excused by such Board to attend professional meetings, and the Board may provide and pay the salary of a substitute for such days.
  - b. Funding allocations will be on a building basis and in proportion to the number of bargaining unit members in each building.
2. A teacher does not have a vested right to attend any such meetings. The attendance at, and/or the right to receive compensation and expenses, rests in the discretion of the Board. It is with the discretion of the Board to determine the amount and types of expenses that would be authorized.
3. Bargaining unit members may be granted approval to attend professional meetings which pertain directly to their current teaching area or pending assignment and responsibilities as certified/licensed personnel or which meet a curricular need of the District as determined by the Board.
4. Permission to attend workshops in accordance with this Article require that:
  - a. Application for professional leave must have approval of the building principal and the Superintendent prior to the date of the meeting. Request shall include estimated expenses, length of leave, how the leave meets the requirements of D2 and D3, above, and how it will benefit the District.
  - b. Denial of professional leave for the number of teachers going from one building will be based on the availability of substitutes, if necessary.
5. Reimbursement
  - a. Reimbursement for mileage, meals, and lodging at professional meetings will be at the following rates:
    - 1) Mileage - Maximum four hundred (400) miles at the rate listed in Article XXI (Mileage). Mileage will be calculated as the shortest distance from home or work, if absence is for the entire day.
    - 2) Meals - Four dollars (\$4.00) for breakfast, eight dollars (\$8.00) for lunch, and twelve dollars (\$12.00) for dinner [twenty-four dollars (\$24.00) per day - three meals]. Receipts must be provided.
    - 3) Lodging - Maximum one hundred dollars (\$100.00) per night. Hotel receipt must accompany application for reimbursement. Tax is excluded from payment.
    - 4) Registration - Actual cost. Receipt must be provided or if over fifty dollars (\$50.00) will be paid directly to the provider in advance by the Board Treasurer from the amount shown on the registration form. If the teacher cancels outside of the time required for full reimbursement or fails to show for reasons unrelated to sick leave or conflicts in scheduling by an administrator, the teacher will be responsible for the actual costs.

- 5) Other expenses claimed will not be reimbursed.
  - b. Approval for attendance at such meetings may be dependent upon remaining building level funds. Where such funds are unavailable to pay for the above expenses, the teacher with approval of the principal and Superintendent may take the leave on an unpaid basis.
  - c. Reimbursement will not be provided by the District if reimbursement is received from another source.
6. To provide benefit to others from information gained, written or verbal reports will be made available to the building staff and to the Board where such information may be of value to the Board.

**E. ASSAULT LEAVE**

1. Bargaining unit members who are absent due to a physical disability resulting from an unprovoked attack on said bargaining unit member which occurs in the course of Board employment shall be granted paid assault leave at his/her rate of pay in effect at the time of assault.
2. Assault leave shall be limited to a maximum of thirty (30) days per school year.
3. Unused assault leave shall not accrue from year to year and shall not be charged against any other leave.
4. A bargaining unit member shall not qualify for payment under this policy unless the employee in question:
  - a. Signs a written statement justifying the use of assault leave. The statement shall include the nature of the injury, date and time of occurrence, identification of the individual(s) causing the assault, if known, and facts and circumstances surrounding the assault.
  - b. Provides certificate from a licensed physician stating the nature and duration of the disability and necessity of absence from employment.
  - c. Files charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual(s), unless excused from this requirement by the Superintendent. Employees will not lose pay nor be charged leave for time spent in furtherance of this requirement.
5. Assault leave shall not be provided where the assault occurs between bargaining unit members.
6. Falsification of either a signed statement or physician's certificate is reason for suspension or termination of employment.

**F. PROFESSIONAL VISITATIONS**

Upon recommendation of a building principal and approval of the Superintendent, a bargaining unit member may be granted permission to visit and observe the instructional program in another educational institution for the purpose of professional improvement. Any expenses (unless required to attend by the Board), save substitute costs, incurred will be paid by the staff member. The itinerary must be submitted at least ten (10) days in advance of the requested leave unless waived by the Superintendent and shall provide the length of time required for leave, how the visitation will benefit the teacher and the District and an estimate of the costs to be incurred. Where deemed appropriate, approval from the site for visitation may be required prior to granting the leave.

**G. CHILD CARE LEAVE**

1. The Board shall grant an unpaid leave of absence for the purpose of child care leave upon request of the bargaining unit member who becomes a parent by either childbirth or adoption.
2. All child care leave shall be without pay. Time spent on child care leave shall not count towards seniority, nor shall it count towards salary schedule placement.
3. Should the teacher not resume his/her responsibilities at the date scheduled, he/she shall submit a letter of resignation.
4. The teacher must file a written request with the Superintendent at least sixty (60) days [thirty (30) days, if converting from sick leave] prior to the dates requested.
5. Child care leave length shall not exceed one (1) school year. Upon request of the teacher it may be extended for one (1) additional school year on the following two (2) conditions: a) only one (1) extension per family and b) written notice of desire to extend must be given to the Superintendent no later than April 1 of the preceding school year.
6. No leave shall expire on dates other than at the beginning of a grading period or at the beginning of a semester.

**H. ACTIVE DUTY MILITARY LEAVE**

A certified/licensed employee who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted a leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service of field training or active duty for periods not to exceed thirty-one (31) days will be granted leave with pay. However, the district's rate of pay will be the difference in money between the Board's per diem rate and the employee's military per diem rate pay. (ORC 5923.05) Bargaining unit members called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in ORC 5923.05. The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

For purposes of seniority and placement on the salary schedule, years of service in the armed forces are to be counted as though teaching service had been rendered during such time. However sick leave is not accumulated during the period of military leave.

**I. DELEGATE LEAVE**

1. Up to two (2) bargaining unit members, who are duly elected delegates to the OEA annual conference, will each be granted one (1) day of leave to attend the conference.
2. One (1) week's prior notice will be provided to the building principal.

**J. EDUCATIONAL LEAVE**

Any bargaining unit member may apply for and take educational leave of absence without pay for any period up to one (1) school year in duration for the purpose of continuing his/her education through college courses, other schooling, mission work, travel, grants, VISTA, Peace Corps, other governmental service, overseas teaching, and etc. Persons wishing to apply for such leave shall submit an application to the Superintendent that outlines the parameters, details, and leave dates including the expected date of return. The Superintendent will in turn submit the application and accompanying particulars to the Board with rationale for his/her recommendation.

Teachers who may apply for Educational Leave shall be those who have been employed by the District for a minimum of six (6) consecutive years. Not more than one (1) teacher from any building will be granted Education Leave in any one (1) school year. To be eligible for consideration for an Educational Leave, the applicant teacher must have displayed superior instructional competence and strong curriculum orientation and must have displayed recognized leadership in instructional and curriculum areas.

To be eligible for Educational Leave, the applicant must sign an agreement to return to service in the District for two (2) consecutive years following his/her return from Educational Leave.

**K. FAMILY MEDICAL LEAVE**

1. The Association and the Board acknowledge and agree to abide by the Family Medical Leave Act of 1993 ("FMLA"). For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.
2. The Board will maintain the employee's coverage under its "Group Health Plan" for the duration of the leave at the level and under the conditions coverage would have provided if the employee had continued in employment continuously for the period of the leave. However, the Board's obligation to extend Board-paid insurance benefits in accordance with Article XXII, herein, will not extend beyond the greater of twelve (12) work weeks or the period of the employee's accrued sick leave. Failure of employees on approved leave to make timely payments of required contributions, if any, will result in such benefit being discontinued. Any additional extension of insurance benefits will be in accordance with this Contract.

**L. ATTENDANCE BONUS**

If permitted by law, a sum of two hundred dollars (\$200.00) will be given to any full-time bargaining unit member (prorated for part time), employed the full year, who does not use sick leave or personal leave during the school year (July 1 through June 30). If the full-time bargaining unit member is employed the full year, and does not use more than two (2) days of sick leave or personal leave during the school year, he/she will be paid a sum of fifty dollars (\$50.00). No bonus will be paid if more than two (2) sick/personal days are taken during the school year. This will also include nonpaid leave but does not include professional days as granted by the Board or jury duty. Any subpoena for appearance in court for Board business is also excluded for the purposes of the bonus.

**ARTICLE XIV - SALARY**

**A.** Tutors shall be paid nineteen dollars and forty-six cents (\$19.46) per hour for the duration of this Agreement regardless of student attendance. Cancellation for snow days, assemblies, etc. shall not affect nor reduce pay. IEP preparation, scheduling conferences, placement conferences, teacher conferences, parent conferences, faculty meetings, administrative conferences or other meetings shall be paid at the above rate.

**B. INDEX FOR TRAINING AND EXPERIENCE**

<u>YRS</u> <u>EXP</u>	<u>BA/BS</u>	<u>150 SH</u>	<u>MA/MS</u>	<u>MA/MS +30</u> <u>GRAD HRS</u> <u>AFTER MA</u>
0	1.000	1.038	1.095	1.148
1	1.038	1.081	1.143	1.201
2	1.076	1.124	1.191	1.254
3	1.114	1.167	1.239	1.307
4	1.152	1.210	1.287	1.360
5	1.190	1.253	1.335	1.413
6	1.228	1.296	1.383	1.466
7	1.266	1.339	1.431	1.519
8	1.304	1.382	1.479	1.572
9	1.342	1.425	1.527	1.625
10	1.380	1.468	1.575	1.678
11	1.418	1.511	1.623	1.731
12	1.456	1.554	1.671	1.784
13	1.494	1.597	1.719	1.837
14	1.532	1.640	1.767	1.890
15	---	1.683	1.815	1.943
16	---	---	1.863	1.996
17	---	---	---	2.049

**C. SALARY SCHEDULE EFFECTIVE JUNE 30, 2011**

0% on the base; normal step movement

YRS EXP	BA/BS	150 SH	MA/MS	MA/MS+30 GRAD HRS AFTER MA
0	34,391	35,697	37,658	39,480
1	35,697	37,176	39,308	41,303
2	37,004	38,655	40,959	43,126
3	38,311	40,134	42,610	44,948
4	39,618	41,613	44,261	46,771
5	40,925	43,091	45,911	48,594
6	42,232	44,570	47,562	50,417
7	43,538	46,049	49,213	52,239
8	44,845	47,528	50,864	54,062
9	46,152	49,006	52,514	55,885
10	47,459	50,485	54,165	57,707
11	48,766	51,964	55,816	59,530
12	50,073	53,443	57,467	61,353
13	51,379	54,922	59,117	63,175
14	52,686	56,400	60,768	64,998
15	52,686	57,879	62,419	66,821
16	52,686	57,879	64,070	68,643
17	52,686	57,879	64,070	70,466

**D. SALARY SCHEDULE EFFECTIVE JUNE 30, 2012**

0% on the base; no vertical step movement; horizontal movement permitted.

**E. SALARY SCHEDULE EFFECTIVE JUNE 30, 2013**

0% on the base; no vertical step movement; horizontal step movement permitted; special pay stipend in an amount equivalent to one percent of the employee's annual salary payable in June of 2014. It is understood that at the resumption of vertical steps, teachers will only move one step and there will be no making up of steps.

**F. RETIREMENT ADJUSTMENT CONTINGENCY CLAUSE:**

At any time during the term of this Contract, i.e., on or before June 29, 2014, should the state law change so as to both increase the employee share of STRS retirement contributions and correspondingly decrease the employer's share, the Board will add an amount of money to the teachers' salary schedule equal to one half of its decreased contribution amount (expressed as a percentage on the base) in the year of such decrease and the other one half in the next year (expressed as a percentage on the base), except that no such adjustment will begin until after Year One of the Contract. Should the change in law occur in Year Three of the Contract, the second addition to the base salary will occur in the following contract/school year. The parties agree that this provision will otherwise "sunset" at the end of the term of this Contract, subject to proposals to address whether or not it will be included in a successor agreement in subsequent negotiations.

**ARTICLE XV - EXTRACURRICULAR SALARY INDEX**

**A. INDEX NUMBER MULTIPLIED BY THE BA-0 STEP BASE**

1. Supplemental Contract Committee

The Supplemental Contract Committee, comprised of four (4) members appointed by the Association and four (4) members appointed by the Superintendent, will meet periodically as determined by the Committee to review extracurricular activity positions and make recommendations to the Board of Education regarding the supplemental salary schedule. The first recommendations, if any, will be made to the Board prior to its regular June 2006 meeting.

2. Supplemental Salary Schedule

<u>ACTIVITY</u>	<u>YEARS OF EXPERIENCE</u>				
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>6</u>
<u>FOOTBALL</u>					
Head High School	0.13	0.14	0.15	0.16	0.17
Assistant High School	0.08	0.09	0.10	0.11	0.12
Freshman	0.075	0.085	0.095	---	0.105
8th Grade J.R.L.	0.07	0.08	0.09	---	0.10
7th Grade J.R.L.	0.07	0.08	0.09	---	0.10
Assistant J.R.L.	0.06	0.07	0.08	---	0.09
<u>BASKETBALL, BOYS &amp; GIRLS</u>					
Head High School	0.13	0.14	0.15	0.16	0.17
Assistant Head High School	0.10	0.11	0.12	0.13	0.14
Junior Varsity	0.08	0.09	0.10	0.11	0.12
Freshman	0.075	0.085	0.095	---	0.105
8th Grade J.R.L.	0.07	0.08	0.09	---	0.10
7th Grade J.R.L.	0.07	0.08	0.09	---	0.10
Assistant J.R.L.	0.06	0.07	0.08	---	0.09
<u>BASEBALL</u>					
Head High School	0.08	0.09	0.10	0.11	0.12
Assistant High School	0.06	0.07	0.08	0.09	0.10
Freshman	0.05	0.06	0.07	---	0.08
<u>SOFTBALL</u>					
Head High School	0.08	0.09	0.10	0.11	0.12
Assistant High School	0.06	0.07	0.08	0.09	0.10
Freshman	0.05	0.06	0.07	---	0.08
<u>WRESTLING</u>					
Head High School	0.11	0.12	0.13	0.14	0.15
Assistant High School	0.08	0.09	0.10	0.11	0.12
Head J.R.L.	0.07	0.08	0.09	---	0.10
Assistant J.R.L.	0.06	0.07	0.08	---	0.09

<u>ACTIVITY</u>	<u>YEARS OF EXPERIENCE</u>				
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>6</u>
<u>TRACK, BOYS &amp; GIRLS</u>					
Head High School	0.08	0.09	0.10	0.11	0.12
Assistant High School	0.06	0.07	0.08	0.09	0.10
Head J.R.L.	0.04	0.05	0.06	---	0.07
Assistant J.R.L.	0.03	0.04	0.05	---	0.06
<u>SOCCER</u>					
Head High School	0.08	0.09	0.10	0.11	0.12
Assistant High School	0.06	0.07	0.08	0.09	0.10
<u>CROSS COUNTRY</u>					
Head	0.04	0.05	0.06	0.07	0.08
<u>WEIGHT ROOM SUPERVISION</u>					
FACULTY MANAGER	0.04	0.05	0.06	0.07	0.08
<u>GOLF</u>					
Head	0.04	0.05	0.06	0.07	0.08
Assistant Golf	0.03	0.04	0.05	0.06	0.07
<u>VOLLEYBALL</u>					
Head High School.	0.08	0.09	0.10	0.11	0.12
Assistant High School	0.07	0.08	0.09	0.10	0.11
Freshman	0.05	0.06	0.07	0.08	0.09
8th Grade J.R.L.	0.04	0.05	0.06	---	0.07
7th Grade J.R.L.	0.04	0.05	0.06	---	0.07
Assistant J.R.L.	0.03	0.04	0.05	---	0.06
<u>ATHLETIC DIRECTOR</u>					
JR. HIGH ATHLETIC DIRECTOR	0.16	0.17	0.18	0.19	0.20
	0.06	0.07	0.08	0.09	0.10
<u>CHEERLEADER ADVISOR</u>					
Head Football	0.04	0.05	0.06	---	0.07
H.S. Basketball	0.04	0.05	0.06	---	0.07
J.R.L. Football	0.02	0.03	0.04	---	0.05
J.R.L. Basketball	0.02	0.03	0.04	---	0.05
J.R.L. If Combined	0.035	0.045	0.055	---	0.065
<u>NEWSPAPER ADVISOR</u>					
High School	0.03	0.04	0.05	---	0.06
Junior High	0.015	0.025	0.035	---	0.045
<u>STUDENT COUNCIL ADVISOR</u>					
High School	0.01	0.02	0.03	---	0.04
J.R.L.	0.005	0.01	0.015	---	0.02
<u>CLASS ADVISORS</u>					
Senior Class	0.01	---	---	---	0.015
Junior Class	0.02	0.025	0.03	---	0.035
Sophomore Class	0.01	---	---	---	0.015
Freshman Class	0.01	---	---	---	0.015

<u>ACTIVITY</u>	<u>YEARS OF EXPERIENCE</u>				
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>6</u>
<u>YEARBOOK ADVISOR</u>					
High School	0.13	0.14	0.15	---	0.16
J.R.L.	0.01	---	---	---	0.025
<u>ACADEMIC CHALLENGE</u>					
High School	0.02	0.03	0.04	---	0.05
J.R.L.	0.005	---	---	---	0.01
PROM ADVISOR	0.02	0.025	0.03	---	0.035
NATL HONOR ADVISOR	0.02	0.03	0.04	---	0.05
F.T.A. ADVISOR	0.025	0.04	0.05	---	0.06
HS MUSICAL DIRECTOR	0.06	0.07	0.08	---	0.09
HS FALL PLAY DIRECTOR	0.045	0.06	0.07	---	0.08
HS ONE-ACT PLAY	0.02	0.03	0.04	---	0.05
HIGH SCHOOL SPEECH	0.02	0.03	0.04	---	0.05
HS ASST. MARCHING BAND DIR	0.025	0.04	0.05	---	0.06
GOLDEN AIRES	0.03	0.04	0.05	---	0.06
H.S. ATTENDANCE	0.05	0.06	0.07	---	0.08
PEP BAND	0.025	0.04	0.05	---	0.06
J.R.L. BAND	0.02	0.03	0.04	---	0.05
SPELLING BEE SUPERVISOR	0.02	---	---	---	0.025
SCIENCE OLYMPIAD	0.02	---	---	---	0.025
POWER OF THE PEN COORDINATOR	0.01	---	---	---	0.03
ELEM. VOCAL ENSEMBLE CONTEST	0.005	---	---	---	0.01
ELEM. INSTRUMENTAL CONTEST	0.005	---	---	---	0.01
ELEM. AFTER-SCHOOL ACTIVITY	0.02	0.03	0.04	---	0.05

SATURDAY SCHOOL 3 HOURS AT \$55.00

CLASS TRIP STIPEND FOR SATURDAY IN WASHINGTON, D.C. - \$100.00

Before/After School Supervisor (Voluntary): Thirty-fourty (30-40) minutes per day per person; ten dollars (\$10.00) per day per person.

After School Proficiency Intervention Specialist: Compensation will be at the tutor rate.

- B.** All Outdoor Education supervision outside regular working hours is strictly voluntary, and shall be paid at the tutor rate per hour for every hour to a maximum of four hours per night a teacher stays beyond 4:00 PM, plus mileage if personal car is used to travel to an assignment.
- C.** The Board is not required to fill any vacancies in Section A, above.
- D.** Requirements for/and Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board. The Board is not responsible for the payment of required BCI/FBI background checks, first aid training and/or TB tests. Coaches shall be identified as "at risk" for blood-borne pathogens and shall receive training and protection in accordance with being identified "at risk."

**E. EXTENDED TIME**

To the extent that the Board determines to continue these extended time programs, the following represent the number of days for each position:

OWE/OWA	15 days
High School Guidance	10 days
J.R.L. Guidance	10 days
Elementary Guidance	4 days
Band	6 days

\* The Band Director will be placed on the supplemental salary schedule at the following rates:

0	-- .08
1	-- .09
2	-- .10
3	-- .11

When the current Vocational Agriculture, Family and Consumer Science, OWE, and OWA teachers leave the District or the position, the number of extended days for those programs may be reduced to an "as needed" amount as determined by the Superintendent.

**F. SPECIAL ASSIGNMENT PROFESSIONAL DEVELOPMENT RATE**

Teachers will be paid at the BA-0 rate expressed as an hourly rate (currently \$24.92) for optional meetings or optional duties performed outside of the workday that are pre-approved by the Superintendent. This Special Assignment Professional Development rate shall also be paid to teachers who examine/grade a credit flexibility plan if approved by the High School Principal. Summer school teachers will be paid at this rate as well.

**G.** LEP Coordinator: The LEP coordinator position will be paid at Step 0 and frozen at that vertical step. Horizontal movement on the salary schedule will be allowed when higher education levels are earned. In addition, every year served will count toward seniority in the District. All provisions of Article XXII will be in effect for this position.

**ARTICLE XVI - SEVERANCE PAY**

- A.** Upon service retirement and resignation for purposes of retirement from the Southeast Local School District, each teacher shall be eligible for a one-time lump sum severance payment based upon his/her unused sick leave accumulation. Severance pay shall be one (1) day of pay for every four (4) days of accumulated sick leave multiplied by the teacher's per diem rate of pay at the time of his/her retirement, exclusive of all supplemental or extended time contracts or other allowances. The maximum shall be sixty-six (66) days.
- B.** It shall be each teacher's responsibility to provide the Board Treasurer with verification from STRS that he/she has officially retired. Upon receipt of such written notice from STRS verifying that retirement has become effective, the Board shall make the severance payment within thirty (30) calendar days.

## **ARTICLE XVII - TUITION REIMBURSEMENT**

- A.** The Board will appropriate eighteen thousand dollars (\$18,000) per year, with no carry over amount, for the purpose of reimbursing teachers for earned college credit or workshops in a program designed and maintained by the Association for college courses or workshops that must be taken in the area(s) in the individual's certification/licensure or other matters approved by the LPDC. Accredited video, on-line, and/or other correspondence courses are eligible for reimbursement beyond the MA columns.
- B.** The Treasurer will pay any individual's tuition and/or registration within thirty (30) calendar days of submission of the form signed by the Association President and having attached copies of all receipts for expenditures.
- C.** Any teacher not returning to the District for at least one school year following the year of receiving tuition reimbursement automatically forfeits such payment. Any teacher resigning during the school year following the earning of hours will have the payment deducted from his/her final salaries.

## **ARTICLE XVIII - EMPLOYMENT OF RETIRED TEACHERS**

- A.** The parties agree to abide by the following terms and conditions relating to the employment or reemployment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:
  - 1. The Board is under no obligation to employ any retired teacher, and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Southeast Local Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or reemployed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement.
  - 2. A "retired" teacher who seeks employment or re-employment by the Board after retirement will be eligible for Board provided health insurance coverage in accordance with this Contract.
  - 3. Initial salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 0. Likewise, notwithstanding Revised Code Section 3317.13, initial salary placement for years of service granted for retired teachers previously employed by the Southeast Local School District Board of Education shall be at Step 0. Such teachers will be permitted to move on the salary schedule for consecutive years of re-employment after retirement, i.e. they would move to Step 1 if re-hired after his initial contract, etc. In no case, however, shall a retired teacher re-employed under this section move beyond Step 8 on the salary schedule. Salary placement for the appropriate education column shall be fully recognized. The parties expressly agree and fully intend this provision to supersede and take precedence over any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to, Revised Code Sections 3317.13 and/or 3317.14.

4. Seniority for retired teachers newly hired by the Board, as well as for Southeast Local teachers returning to employment with the Board after retirement, will be zero (0) upon such employment and any subsequent re-employment.
5. Teachers employed by the Board after retirement are restricted to one-year limited contracts of employment and are not eligible for continuing contract status. As such, the parties expressly supersede and replace any contrary provisions of Ohio Revised Code Section 3319.11.
6. For purposes of Reduction In Force (Article IV), teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the Negotiated Agreement.
7. There will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind. However, such teachers will be provided with fifteen (15) days of sick leave at the beginning of each one-year contract and may accrue additional sick leave at a rate of 1 1/4 days per month. If re-employed by the Board, the same conditions will apply upon each reemployment, with the express understanding that no sick leave will be carried over from year to year. To the extent this provision conflicts with Ohio Revised Code Section 3319.141, the parties expressly agree that this provision shall supersede and replace same.
8. Teachers employed by the Board after retirement will be given one-year limited contracts only, and such individuals do not have an entitlement to the evaluation and/or non-renewal provisions of the collective bargaining agreement (Articles III and VIII, respectively). Further, such contracts will expire automatically at the end of the one-year term and the expiration of the contract shall not be subject to challenge through the grievance procedure or otherwise. If renewed, the re-employment of such retired teachers shall likewise expire automatically at the end of any one-year term. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement. Nothing herein shall be construed to prohibit the observation and/or evaluation of a teacher employed after retirement.
9. Reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see O.R.C. Section 3307.35.
10. The total number of retirees the Board may employ at any one time shall not exceed five percent (5%) of the total bargaining unit.
11. The parties expressly agree and fully intend this provision will supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

### **ARTICLE XIX - STRS PICK-UP**

- A.** The Board agrees to STRS "pick-up," utilizing the salary reduction method, contributions to the State Teachers' Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:
1. The amount to be "picked-up" on behalf of each employee shall be that percentage set by STRS of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up."
  2. The pick-up percentage shall apply uniformly to all employees of the bargaining unit.
  3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
  4. Payment for all paid leave, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract).
- B.** Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C.** If the foregoing "pick-up" provisions are modified and/or nullified by subsequent Internal Revenue Service rulings or other governing regulations or by a court of competent jurisdiction, this Section of the Master Contract shall be modified to be in compliance with the ruling/decision.

### **ARTICLE XX - COVERING CLASSES**

- A.** Regular teachers may be assigned by the Building Principal and/or immediate supervisor to serve as a substitute during the time they are not scheduled to have pupil contact if no substitutes or teacher volunteers are readily available.
- B.** However, any teacher assigned to cover the class(es) of an absent teacher, or any study hall teacher who has assigned to his/her study hall a class normally assigned to another teacher, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid at the tutor rate) for each class period (subject area). Teachers who split a class shall equally split the rate paid for the additional assignment. This Section is not applicable for situations where two (2) or more teachers, for the convenience of each other, agree to perform this duty with administrative approval.

### **ARTICLE XXI - MILEAGE**

Teachers who are requested by the Administration to travel between buildings in the same day or to any other location in the same day, shall be paid the IRS rate per mile traveled.

## ARTICLE XXII - INSURANCES

### **A. MEDICAL INSURANCE**

1. The Board shall pay 80% of the premium for family and single plan coverage PPO Hospitalization and Surgical Insurance with coverages listed herein.
2. If both spouses are employed by the Board, then the Board shall pay 100% of one family plan coverage.
3. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District at least one (1) day per month to assist employees with processing claims and answering questions. This is to be coordinated and scheduled by the Insurance Review Committee.
4. If for some reason the present plans become unavailable, a replacement plan may be implemented with agreement of the Association.

5. Enrollment

Upon initial employment or other qualifying event as defined by law, and annually thereafter during the month of August, employees may elect coverage under the PPO, below.

6. Insurance Review Committee

- a. An Insurance Review Committee shall be created by January 1, 1998. The Committee shall be comprised of an equal number of members appointed by the Association and appointed by the Board for terms of three (3) years, and members may be reappointed to succeeding terms. If there is more than one (1) bargaining unit on the Insurance Review Committee, then the number of members from all bargaining units shall be equal to the number of persons appointed by the Board. There shall be no less than eight (8) persons on the Committee. For initial creation, two (2) persons from each party shall have a one-year term, one shall have a two-year term, and one shall have a three-year term. No more than two (2) members of either the Association or the Board representatives may be appointed in any one year except to fulfill unexpired terms. The Association and the Board may designate a substitute member to attend in the event of the absence of a committee member.
- b. The Insurance Review Committee shall conduct ongoing review of this insurance regarding costs vs. benefits, experience (usage), rates, and alternatives.
- c. The Insurance Review Committee shall have the authority to recommend, by a two-thirds (2/3) vote, to the Association and the Board representatives changes in the nature and extent of the insurance coverages and the carrier. No change shall become effective until approved by both the Association and the Board. The parties agree that any recommendation(s) of this Committee and its members is(are) not to replace or abrogate the authority of the Association as the exclusive representative of this bargaining unit as described in Article I, nor to replace or abrogate the authority of the Board.

- d. The Insurance Review Committee shall meet at least four (4) times during the school year and shall maintain minutes of their meetings, which shall be approved by the Committee members. Copies of Committee minutes shall be furnished to the Board, the Superintendent and the Association President. Notice of Insurance Review Committee recommendations regarding plan changes shall be posted in each building in at least one place accessible to the employees, and copies shall be forwarded to the Association President and the Board.
- e. All proceedings and reports of the Insurance Review Committee relating to claims and/or disputes of identified individuals shall be confidential, although Committee minutes may report generally on claims as to the nature, number, amount paid out and claims dispute resolution without identifying individual claimants.

**PPO PLAN BENEFIT HIGHLIGHTS**

Dependent Children Covered to Age 24  
Lifetime Maximum: Unlimited

<u>Inpatient Hospital Services</u>	<u>Self-Referred/ Authorized</u>	<u>Non-Network</u>
Semi-Private Room & Board	100%	70% UCR
Physician Services	100%	70% UCR
Surgery and Anesthesia	100%	70% UCR
Drugs and Other Medications	100%	70% UCR
Lab and X-Ray Services	100%	70% UCR
Ancillary Services	100%	70% UCR
Mental Health Care* and/or Substance Abuse Treatment (Substance Abuse Limited to three Inpatient Admissions Per Lifetime) *Network Only	100%, 30 days per benefit period; one admission per benefit period for substance abuse.	Not Covered
 <u>Outpatient Services</u>	 <u>Authorized</u>	 <u>Self-Referred/ Non-Network</u>
Emergency Room	100%	70% UCR
Mental Health Care	100% \$550/year	70% \$550/year
Substance Abuse Treatment	100% \$550/year	70% \$550/year
Outpatient Surgery	100%	70% UCR
 <u>Medical Services</u>	 <u>Authorized</u>	 <u>Self-Referred/ Non-Network</u>
Office Visits	100%	70% UCR
X-Ray Services	100%	70% UCR
Annual Physical Examination	100%	Not Covered
Laboratory Services (Including: Annual Routine Pap Smear & Mammogram)	100%	70% UCR

<u>Medical Services (cont'd)</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
Well Child Care	100%	Not Covered
Immunizations	100%	Not Covered
Allergy Tests and Treatments	100%	Not Covered
Physical Therapy	100%	70%
<u>Other Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
Ambulance Services	100%	70% UCR
Skilled Nursing Facility	100%	70% UCR
Home Health Care	100%, 30 days per authorization	Not Covered

**B. MEDICAL INSURANCE ALTERNATIVE**

Teachers who declare in writing to the District Treasurer before August 15 of each year that he/she does not wish to be covered the entire year by the Hospitalization/Surgical and Major Medical, and Prescription Drug Insurances, since he/she is covered by another plan outside the District, may opt out of the plan. Said persons shall be paid eight hundred fifty Dollars (\$850.00) per year [prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance]. This payment shall be made July 1 of the succeeding year through the District's qualified Section 125 Plan. NOTE: Persons reenrolling may not be covered for pre-existing conditions.

**C. PRESCRIPTION DRUG INSURANCE**

The Board shall pay 80% of the premium for family and single plan coverage of the card-type prescription drug insurance with a ten Dollar (\$10.00) deductible for legend drugs and a five dollar (\$5.00) deductible for generic drugs for all employees, in addition to mandatory mail order for maintenance drugs. Dependent coverage shall be to the age as allowed in the medical plan selected.

**D. DENTAL INSURANCE**

1. The Board agrees to pay 80% of the monthly premium for the family and single plan coverage for a dental plan meeting or exceeding the benefits provided under Delta Dental STANCE 4B plan as provided in July 1984. However, Class II will be increased to 90%, the Class III Schedule dollars will be increased 10% each, and the Orthodontics maximum will be increased to one thousand one hundred dollars (\$1,100).
2. If both spouses are employed by the Board, then the Board shall pay 100% of one family plan coverage.

**E. LIFE INSURANCE**

1. The Board agrees to pay premiums for forty thousand dollars (\$40,000) per year term life insurance for each teacher teaching at least half-time in the District. Further, bargaining unit members may, at Board rate, add additional insurance up to that provided by the Board, by paying the District Treasurer the premium due one (1) month in advance of premium due date subject to the terms and conditions provided by the carrier.

2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

**F. MISCELLANEOUS**

1. Teachers on an unpaid leave of absence may continue to participate in the above group insurance plans for a maximum of one (1) year from the initial date of such leave, if permitted by the carrier, by submitting the full monthly premium(s) toward such insurance to the Board Treasurer one (1) week prior to the time the Board normally pays the premiums to the company.
2. In order to receive the group insurances in this contract, teachers shall work half-time or more [an example would be four (4) hours or more per day].

**G. SECTION 125 PLAN**

The Board will maintain a qualified Section 125 Plan for bargaining unit members under which an employee's contribution toward the monthly cost of insurance fringe benefits will be paid through payroll deduction with pre-tax dollars.

**H. INSURANCE PREMIUM CONTRIBUTION CAPS**

The total monthly premium contribution for all health insurances (medical, dental and prescription drug) to be paid by bargaining unit members participating in insurance coverage will be "capped" for the duration of this agreement, as follows:

\$100 Single; \$250 Family

These caps on insurance premiums will "sunset" and expire at the end of business June 29, 2014. No caps will exist thereafter unless specifically agreed upon by the parties.

**ARTICLE XXIII - STUDENT TUITION WAIVER**

Board employed teachers who do not reside in the Southeast Local School District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if a teacher's child(ren) is/are determined not to be eligible for attendance through the Policy [e.g. the child applies for enrollment after the first day of classes of any school year] or are denied attendance by operation of the Policy, may the child(ren) still attend school in the District without paying tuition by operation of this provision [i.e. the Board shall waive his/her/their tuition based on the conditions set forth below]. Tuition for pre-school students is specifically excluded from the provisions of this Article.

1. In the event that a teacher's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:
  - a. The teacher must indicate to the Board, prior to July 1 of any given school year that his/her child(ren) wish to attend the Southeast Local Schools the following year. Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.

- b. Once a child has been accepted and enrolled, the Board agrees to retain said child until he/she withdraws, is expelled, or graduates.
- c. The Board agrees to waive the July 1st notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.

The Board agrees to accept all applicants as outlined above, unless such acceptance on its part would require the Board to alter a facility or hire an additional staff person.

#### **ARTICLE XXIV - LIABILITY SETTLEMENTS**

If a settlement occurs in a negligence claim in which a teacher is named as a party and the settlement is without the express written approval of the affected teacher, then the settlement of the liability claim shall in no way be used by the Board and/or Administration as any detriment, reprisal, or blemish on the employee's record. This does not preclude the Board from taking reasonable action based upon the acts of the employee in the matter at issue which gave rise to the liability claim. However, termination is subject to ORC 3319.16 and 3319.161.

#### **ARTICLE XXV - GRIEVANCE PROCEDURE**

##### **A. DEFINITION OF TERMS**

1. A "grievance" shall be defined as a condition resulting from an alleged violation, misapplication, or misinterpretation of this Contract.
2. The purpose of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.
3. The "grievant" shall be defined as an employee, group of employees, or the Association, who have a grievance.
4. "Days," used in reference to limitations, shall refer to calendar days, excluding Saturdays, Sundays, and holidays.
5. A class action (group) grievance may be filed by the Association in regard to Master Contract violations, so long as such grievance is signed by at least two (2) bargaining unit members from different buildings.
6. This procedure shall not be used for grievances involving teachers versus teachers.

##### **B. GENERAL PRACTICES**

1. Time limits are maximum and must be adhered to with every effort. However, if the concerned parties are in mutual agreement, limits may be adjusted. In cases of grievances at the end of the school year, the time limits will be altered as mutually agreed upon by both parties.

2. At any level, a grievance or claim may be withdrawn by the aggrieved party without prejudice. Failure of the Board or Administration to act within the required time limits, permits the grievance to go on to the next step. Failure of the grievant to appeal to the next step within the appropriate time limits shall be deemed a withdrawal of the grievance.
3. Copies of all written decisions or communications shall be made in triplicate and sent to the involved parties at the respective level.
4. Reprisals will not be taken by or against any involved parties for reason of said participation. Nothing in this procedure shall be construed to limit the rights of (an) individual(s) as provided by law. The grievance procedure shall not be used in a malicious manner.
5. All grievances shall be filed at the lowest possible level, which means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a resolution.
6. The Association has the option to withdraw its support at any time, provided the grievant is informed in writing prior to filing at the subsequent level. However, the grievant may continue unassisted.
7. A grievance must be filed within twenty (20) school days of the date on which the grievant knew or should have known of the act or occurrence of the condition upon which the grievance is based. If not, the grievance shall be considered waived.

**C. FORMAL PROCEDURE**

1. Level One

The grievant shall have the right to lodge a written grievance with the grievant's principal or immediate supervisor. The written grievance shall be on a standard form supplied by the Board (Appendix B), and shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision allegedly violated and the precise remedy requested. A copy of such grievance shall be filed with the Association and the Superintendent. The grievant shall have the right to a hearing before the building principal. Such hearing shall be conducted within five (5) days after receipt of such request. The grievant shall be advised in writing of the time, place and date of such hearing reasonably in advance and shall have the right to be represented at such hearing by counsel or by a representative. The building principal/immediate supervisor shall take action on the written grievance within five (5) days after the conclusion of said hearings. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the Superintendent.

2. Level Two

- a. If the action taken by the building principal or immediate supervisor does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent within five (5) days from receipt of the written disposition of Step One action or said grievance shall be deemed waived of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of the request. The grievant shall have the right to be represented at such hearing by counsel or by a representative.
- b. The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association and the building principal (if applicable).

3. Level Three

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board within five (5) days from receipt of the written disposition of Step Two action or said grievance shall be deemed waived of the right to appeal. Included in the grievant's appeal will be a description of the grievance citing the specific Section of the Contract that has been violated and the relief sought. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board and, by mutual consent, schedule an executive session for a hearing on the matter. The grievant shall have the right to be represented at such meeting by counsel or by a representative.
- b. The Board shall act upon such appeal no later than its next regular meeting following the hearing. The Board's action shall be based upon the arguments presented. Copies of the action shall be sent to the grievant, Superintendent, building principal (if applicable), and the Association.

4. Level Four

- a. If the grievant is not satisfied with the disposition at Level Three, he/she may appeal by submitting a demand for arbitration within five (5) days after receipt of the written disposition at Level Three. The demand for arbitration shall be submitted to the Board Treasurer by hand delivery with the date of receipt noted or by mail with a return receipt requested. The demand shall specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the parties, the contractual clause (s) alleged to have been misinterpreted or misapplied and the remedy sought. If the parties are unable to mutually agree upon an arbitrator, then within ten (10) days after submission of the demand, the grievant may submit the demand to the American Arbitration Association (AAA). The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the AAA.

- b. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Contract. The decision of the arbitrator shall be binding on all parties. If an issue of arbitrability is raised, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case.
- c. The fees of the arbitrator including the hearing room costs etc., shall be borne by the losing party. If there is any doubt as to who is the losing party, the arbitrator will be responsible for determining which party is responsible for the costs.

### **ARTICLE XXVI - MANAGEMENT RIGHTS**

- A.** The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, including, but without limiting the generality of the foregoing, the right:
  - 1. to the executive management and administrative control of the school system and its properties and facilities;
  - 2. to transfer, hire, promote, and dismiss all employees subject to the provisions of law and this Contract;
  - 3. establish grade scales and courses of instruction with input from staff, including special programs, and to provide athletic, recreational and social events for students;
  - 4. to delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction, the selection of textbooks and other teaching materials, the utilization of teaching aids of all kinds; all according to current written Board Policy; and,
  - 5. to determine class schedules, the hours of pupil contact time, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and nonteaching activities within the school system and the terms and conditions of employment unless determined by SERB that bargaining is required over the term or condition of employment.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the specific and express terms of this Contract and Ohio and Federal statutes. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Association prior to implementation.

## **ARTICLE XXVII – INTERNET USAGE**

- A.** In order to be granted access to the Board’s network and the Internet and to receive an e-mail account, bargaining unit members must annually read, complete and execute the Application for Access & Terms and Conditions for Use of the Internet. Bargaining unit members are required to comply with the Board’s Acceptable Use and Internet Safety Policy, its related guidelines and/or the terms and conditions contained in the Application for Access and Terms and Conditions for Use of the Internet. A copy of the executed Application will be provided to the bargaining unit member. Violations of the Board’s Acceptable Use and Internet Safety Policy, its related guidelines and/or the terms and conditions contained in the Application for Access & Terms and Conditions for Use of the Internet could result in disciplinary action.
- B.** Bargaining unit members are responsible for supervising/monitoring their students’ Internet usage during class. Bargaining unit members who perform this responsibility in a reasonable manner shall not be disciplined as a result of a student’s violation of the Board’s Acceptable Use and Internet Safety Policy and/or its related guidelines.
1. Internet and E-mail usage is intended to be limited to the support of educational purposes, academic research, and related administrative responsibilities. Bargaining unit members are expected to exercise good judgment when utilizing the Internet and/or their school e-mail account. Occasional non-teaching time and non-educational computer and Internet use by bargaining unit members is permitted so long as the bargaining unit members comply with the Board’s Acceptable Use and Internet Safety Policy and/or its related guidelines and the use does not require any additional payment to the Board of Education’s Internet provider. Bargaining unit members shall be personally responsible for any charges incurred as a result of any purchases they make over the Internet without the prior written approval from their Building Principal.
  2. The SELEA President may distribute communications to bargaining unit members, administrators, the Superintendent and/or the Treasurer through use of school e-mail accounts. Bargaining unit members may use their school e-mail accounts to communicate their official business with their building representatives, officers and/or each other. That e-mail, however, is not secure and its privacy is not guaranteed. Therefore, care should be exercised in determining what is appropriate information to be sent through this medium.
  3. The District Technology Committee will continue to meet periodically for the purpose of reviewing the Board’s Acceptable Use and Internet Safety Policy, its related guidelines and the Application for Access & Terms and Conditions for Use of the Internet.

## **ARTICLE XXVIII – NATIONAL BOARD CERTIFICATION**

For bargaining unit members who have achieved National Board Certification in a content area in which the member teaches, the Board will pay, upon verification of same, a one-time stipend of \$750.00, to be paid through regular payroll in a lump sum payment. For purposes of this Article, National Board Certification shall qualify only to the extent it would also qualify under state standards as an alternative method of obtaining highly qualified status in a content area. This Article shall apply to any member who achieved National Board Certification prior to the current Agreement.

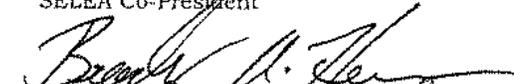
**ARTICLE XXIX - DURATION AND INTENT**

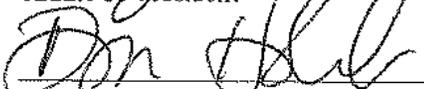
- A.** This Contract and the appendices hereto constitute the whole Contract between the Board and Association originally entered into for a period of June 30, 2011 through June 29, 2014.
- B.** If any court of controlling jurisdiction orders nullification of any section of this contract, the parties shall meet in an attempt to work out an alternative solution.
- C.** If there is any conflict in policy or rule with this contract, this Contract shall be controlling. Any failure to negotiate mandatory subjects of bargaining will be subject to the grievance procedure.
- D.** "Days" in this Contract, unless otherwise specified, shall be Monday through Friday.
- E.** Both parties have adopted this contract as witnessed by their representatives' signatures below.

SIGNATURES TO CONTRACT

**FOR THE ASSOCIATION**

  
SELEA Co-President

  
SELEA Co-President

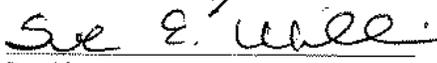
  
Labor Relations Consultant

This Contract and its appendices were adopted by the Association by its mail secret ballot counted **May 12<sup>th</sup>, 2011.**

  
Secretary

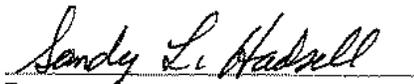
**FOR THE BOARD**

  
Superintendent

  
President

  
Treasurer

This Contract and its appendices were adopted by the Board at its meeting of **May 16<sup>th</sup>, 2011.**

  
Treasurer







**SOUTHEAST LOCAL SCHOOLS  
GRIEVANCE FORM**

Name(s) of Grievant: \_\_\_\_\_

Alleged Grievance (Include specific citation to the Article and Section which you are claiming has been misrepresented, misapplied, or violated, and the date of the alleged violation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Step 2: Date written grievance filed for review: \_\_\_\_\_

Date of written response from principal: \_\_\_\_\_

Response:

Step 3: Date written grievance filed for review: \_\_\_\_\_

Date of written response from Superintendent: \_\_\_\_\_

Date of Conference: \_\_\_\_\_

Response:

Step 4: Date written grievance filed for review: \_\_\_\_\_

Date of written response from Board: \_\_\_\_\_

Date of Conference: \_\_\_\_\_

Response:

**MEMORANDUM OF UNDERSTANDING / NOVATION**

This Memorandum of Understanding is entered into this \_\_\_ day of May, 2011, by and between the Southeast Local School District Board of Education (“Board”) and the Southeast Local Education Association (“SELEA”) [collectively “the parties”].

WHEREAS, the SELEA and the Board entered into a collective bargaining agreement in 2007 (“2007 Contract”), with a stated duration of July 1, 2007, through June 30, 2010; and

WHEREAS, the SELEA and the Board entered into a successor one-year agreement for a period of one year from July 1, 2010 through June 30, 2011 (“2010 Contract”); and

WHEREAS, the parties determined that it is in their mutual interest to modify the term of the 2010 Contract and enter into a new three-year Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The SELEA shall recommend to its membership that it (a) modify the term of the 2010 Contract to be July 1, 2010, through June 29, 2011, and (b) approve the attached collective bargaining agreement, which has a term of June 30, 2011, through June 29, 2014 (“2011 Contract”).

2. If the SELEA membership approves the recommendation to modify the term of the 2010 Contract and ratifies the attached 2011 Contract, the Superintendent shall recommend to the Board that it agree to modify the term of the 2010 Contract and approve the attached 2011 Contract.

3. If both parties agree to modify the 2010 Contract and ratify/approve the new 2011 Contract, the parties’ representatives shall execute the attached 2011 Contract, with an effective date of June 29, 2011, and a three-year term of June 30, 2011, through June 29, 2014. If either or

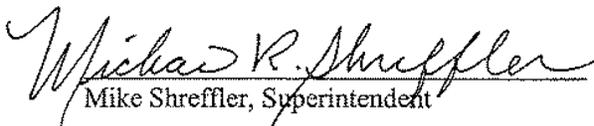
both parties reject the proposal to modify the term of the 2010 Contract and/or to ratify/approve the 2011 Contract, this Memorandum of Understanding / Novation shall be void.

4. The parties expressly state that the proposed modification to the 2010 Contract is a novation of their prior obligation to fulfill the original term of the 2010 Contract, which shall be replaced with the new obligation to execute a new contract for a three-year term, commencing June 30, 2011, and expiring on June 29, 2014.

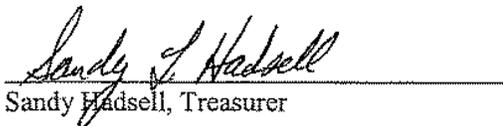
5. The parties' representatives affirm that they have full authority to execute this MEMORANDUM OF UNDERSTANDING / NOVATION.

ON BEHALF OF THE BOARD:

ON BEHALF OF THE SELEA:

  
Mike Shreffler, Superintendent

  
Bradley Herman, SELEA Co-President

  
Sandy Hadsell, Treasurer

  
Erich Riebe, SELEA Co-President

  
Sue Williams, Board President