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NEGOTIATED AGREEMENT

BETWEEN

**THE SOUTHWEST LICKING LOCAL
BOARD OF EDUCATION**

AND

**THE SOUTHWEST LICKING EDUCATION
ASSOCIATION**

JULY 1, 2011 - JUNE 30, 2014

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SECTION I - NEGOTIATIONS PROCEDURE

ARTICLE 1

NEGOTIATIONS AGREEMENT

A. RECOGNITION

The Southwest Licking Local Board of Education recognizes the Southwest Licking Education Association/OEA/NEA as the exclusive representative of the members of the bargaining unit for the non-administrative certified staff. The bargaining unit includes all full-time and part-time teachers/tutors employed in the district under a regular contract excluding administrators and the athletic director.

School guidance counselors, school nurse, speech therapists, librarians employed under a regular contract, LD tutors employed on an hourly basis, and substitutes who have taught one-hundred-twenty (120) days in a school year in the Southwest Licking School District are also included in the bargaining unit.

Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Athletic Director, and any other employee required to have an administrative certificate.

B. CONTINUED RECOGNITION

The Southwest Licking Education Association/OEA/NEA shall continue to be recognized as the exclusive representative of the members of the bargaining unit unless a petition for an election is filed in accordance with rules prescribed by the State Employment Relations Board pursuant to Section 4117.07 of the ORC.

C. SCOPE OF NEGOTIATIONS

This Agreement between the Southwest Licking Education Association/OEA/NEA and the Southwest Licking Local Board of Education governs the wages, hours, fringe benefits, and terms and conditions of employment of members of the bargaining unit as those conditions are specified in this Agreement.

Where this Agreement makes no specification about a matter, the Association and the Board of Education are subject to all applicable state and local laws or ordinances pertaining to the wages, hours, fringe benefits, and terms and conditions of employment of members of the bargaining unit.

Laws pertaining to civil rights, affirmative action, unemployment compensation, workers compensation, the retirement of public employees, the minimum educational requirements contained in the Revised Code pertaining to public education including the requirement of a certificate by the fiscal officer of a school district pursuant to Section 5705.41 of the Revised Code and the Minimum Standards promulgated by the State Board of Education shall prevail over conflicting provisions of this Agreement.

D. **DEFINITIONS**

Bargaining Unit

The “bargaining unit” as established in Paragraph A shall hereafter be referred to as the Bargaining Unit.

Association

The “exclusive representative of the bargaining unit” shall hereafter be referred to as the Association or the Southwest Licking Education Association/OEA/NEA.

Unit Member

A “unit member” shall hereafter be referred to as any employee affected by the terms and conditions of the Negotiated Agreement.

The Board of Education

The “Board of Education” in Paragraph A shall hereafter be referred to as the Board of Education.

Superintendent

As used in this Agreement, “Superintendent” shall refer to the Local Superintendent of Southwest Licking Local Schools or Assistant Superintendent if applicable.

Building Administrator

As used in this Agreement, “Building Administrator” shall refer to building principal(s) or immediate supervisor to whom a member of the bargaining unit is directly responsible.

Day

The term “day” as used in this Agreement shall mean calendar day unless specifically designated as school day or workday.

Parties

The term “parties” shall refer to the Bargaining Unit or its representatives and the Board of Education or its representatives.

E. **MEETINGS**

A request to begin negotiations shall be submitted in writing by the Association to the Board of Education or by the Superintendent for the Board of Education to the Association.

The initial meeting shall take place between one hundred twenty (120) and ninety (90) days prior to the expiration date of this Agreement or earlier by mutual agreement.

At the initial meeting, there will be an exchange of a list of items to be negotiated. No additional items may be introduced at a later date unless by mutual agreement of both parties.

Complete written proposals on the items to be negotiated shall be submitted no later than sixty (60) days prior to the expiration of this Agreement.

Meetings between the two groups shall be held in executive session unless mutually agreed upon to the contrary.

F. **NEGOTIATION TEAMS**

The Association and the Board of Education will each appoint a negotiating team of no more than four (4) members to represent them at the negotiating table. Each team shall be empowered to present proposals and counter-proposals to arrive at a satisfactory agreement on each issue submitted for negotiation. The members of each team shall be authorized to arrive at a tentative agreement on each issue. Each team shall be permitted a maximum of three (3) observers at each negotiating meeting.

Observers shall act in a non-speaking capacity at the bargaining table unless otherwise agreed to by both parties.

G. **GOOD FAITH BARGAINING**

Each team agrees to conduct good faith bargaining. Good faith bargaining is defined as bargaining in which each party provides the other party a response to each proposal submitted for negotiations in an effort to arrive at an agreement on each issue. However, good faith bargaining does not require agreement on an issue or a change in position.

H. **AVAILABILITY OF INFORMATION**

Prior to and during the period of negotiations, the Board of Education and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issues under consideration. The request for information is to be on the basis of a reasonable time limit.

I. **AGREEMENT**

Once tentative agreement is reached between both parties on individual issues, the Agreement shall be initialed by an authorized representative of each team. When tentative agreement is reached on all issues, the tentative agreement shall be submitted to the unit members for ratification. Upon ratification by the unit members, the tentative agreement shall be submitted to the Board of Education for ratification. Upon ratification by the Board of Education, the Agreement shall be signed and dated by the appropriate officials of each party.

J. **DISAGREEMENT**

In the event agreement cannot be reached on an issue(s) submitted for negotiation, either party may declare that an impasse exists. Impasse may not be declared until a minimum of thirty (30) calendar days have passed since the exchange of complete proposals.

Upon a declaration of impasse and the request for the services of a mediator by either party, the other party shall participate by way of a joint request.

If the parties cannot mutually agree on the selection of a mediator within five (5) days of the declaration of impasse, a written request signed by the Association President and the Superintendent shall be submitted to the Federal Mediation and Conciliation Service for assistance in resolving the disagreement.

All costs of mediation shall be shared equally between the exclusive representative of the bargaining unit and the Board of Education.

No sooner than ten (10) days prior to the expiration of this Agreement the Association shall have the right to proceed under Section 4117.14 (D) (2) of the Ohio Revised Code subject to limitations of 4117.18© of that same Act.

K. **IN-TERM BARGAINING**

In the event that the Board of Education is required to implement changes in the wages, hours or other terms and conditions of employment for unit members as a result of the passage of Am. Sub. S. B. 140 ("the Act") or Administrative regulations adopted pursuant to the Act, the Board of Education will give notice of such implementation to the Association. Within twenty (20) calendar days the Association may submit a written demand to bargain the affects of the implementation on the wages, hours or other terms and conditions of employment for members of the bargaining unit. If such a demand is made the parties will engage in good faith bargaining for a period of not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board of Education and Association, respectively. Teams may consist of fewer than seven (7) members.

If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator will be an agreed member of the Federal Mediation and Conciliation Service or a mutually agreed upon independent mediator. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the Federal Mediation and Conciliation Service.

If the parties have not reached agreement by the end of the mediation period, the Board of Education may at its next regularly scheduled meeting, more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the Board of Education determines to submit the matter to Arbitration, an arbitrator will be selected and Arbitration conducted in accordance with the provisions of Article 4 of this Agreement (Grievance Procedure). The decision of the Arbitrator will be binding on the parties provided that the Arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the Southwest Licking Local School District.

If the Board of Education does not refer the unresolved issue or issues to arbitration the Association may, within ten (10) days after the Board of Education meeting, issue a strike notice as provided in Revised Code Chapter 4117.

L. **INTEREST BASED BARGAINING**

By agreement, the parties may utilize Interest Based Bargaining (IBB) bargaining as adapted by the Federal Mediation and Conciliation Service (FMCS). Each party has the right to abandon IBB at any time without being subject to an unfair labor practice (ULP) charge.

The bargaining procedures established in Sections E, F, G and H of this article may by agreement be mutually amended to allow for the implementation of IBB.

ARTICLE 2 **SEVERABILITY**

This contract supersedes and prevails over all other law, rules, policies and regulations as set forth in ORC Section 4117.10(A).

If a section of this contract is found unlawful by a court of proper jurisdiction and after all court appeals have been exhausted, then that section and that section only shall be deemed invalid to the extent permitted by law, but all other provisions of this contract shall remain and continue in full force and effect.

In the event a section of this contract is found unlawful, the Board of Education shall negotiate with the Association within a reasonable period of time not to exceed thirty (30) days from the date the section of the contract was found to be unlawful, over the impact of the court decision and to bring the contract into compliance. Should the parties fail to reach agreement, they shall use the statutory dispute resolution procedure to resolve their differences.

SECTION II – RIGHTS

ARTICLE 3 ASSOCIATION RIGHTS

The Association shall have the following sole and exclusive rights:

- A. The use of Board of Education facilities and equipment at no charge.
- B. The right to transact Association business on Board of Education property/work sites so long as the unit member and/or Association do not disturb classes and in a manner which does not interfere unduly with the smooth operation of the school.
- C. The right to represent members on any employment related matter.
- D. The right to use bulletin boards. Association material may be posted on bulletin boards in the lounge and workroom or other areas limited from student access areas.
- E. The right to address unit members at any staff meeting.
- F. The right to a position on all regular and special Board of Education meetings agendas in accordance with Board of Education policy governing public participation.
- G. The Board of Education shall provide the Association President with five (5) copies of the Staff Directory.

ARTICLE 4 GRIEVANCE PROCEDURE

- A. The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time solutions to grievances which may arise from implementation of this Negotiated Agreement.

- B. **DEFINITIONS:**

Grievance

An alleged violation, misinterpretation, or misapplication of any provision of the Negotiated Agreement between the Board of Education and the Association.

Grievant

Unit member(s) in the bargaining unit or the Association alleging a grievance. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.

Day

A school calendar day.

C. **GENERAL PROVISIONS:**

1. The written grievance used in this procedure shall state:
 - a. The specific agreement provision(s) alleged to be violated, misapplied, or misinterpreted;
 - b. A brief description of the grievance;
 - c. The relief sought;
 - d. The date of submittal.
2. A grievant may be accompanied by a representative of the Association at the informal level. The Administration shall be entitled to be accompanied by an observer at this level if the grievant is accompanied.
3. A grievant may be represented at any step in this procedure by a representative of the Association or other representative of choice. If the grievant is not in attendance at a formal hearing a detailed position statement shall be submitted at the time of said hearing. The grievant may not select as representative any member of any other teacher's organization other than Southwest Licking Education Association/OEA/NEA.
4. The Association has the right to file grievances and be present at all steps of the procedure.
5. The Administration may be represented at all steps of the procedure.
6. Time limits shall be considered as maximum unless otherwise extended by mutual agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. During the summer holiday all meetings shall be held within mutually agreed times.
9. Failure of the Administration to respond in the time limits stated shall mean the relief sought as stated in previous levels of the proceedings shall be implemented.
10. A grievance may be initiated at Step II when it has been determined by the Building Principal that the subject is not within the building administrator's realm of responsibility or control.

11. Nothing contained in this procedure shall be construed as limiting the individual rights of a unit member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a unit member from using other professional or legal rights in resolving a complaint or problem.
13. No reprisal shall be made against any party involved in use of this grievance procedure.
14. A grievance may be withdrawn at any level by the grievant without prejudice.
15. Costs for any representation during this procedure shall be borne by the respective parties.
16. All records of a grievance shall be confidential and no record of filing a grievance shall be placed in a unit member's personnel file.
17. Grievance forms shall be maintained and distributed by the Association grievance representative in each building, and shall be included in this contract. *(See Appendix D)*

D. **PROCEDURE:**

Within twenty (20) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her Principal for the purpose of attempting to resolve the matter. Failure to act within twenty (20) days shall pre-empt the filing of a grievance in the particular case.

STEP I

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to his/her Principal. A meeting shall be mutually arranged between the grievant and the Principal within five (5) days after submittal.

Within ten (10) days after the meeting, the Principal shall provide the grievant a written disposition on the grievance.

In the absence of the Principal for the five (5) day period, the grievance will be heard by:

1. In a building with an Assistant Principal - the Assistant Principal.
2. In a building without an Assistant Principal - the Local Superintendent or his designee.

STEP II

If the grievant is not satisfied with the disposition at Step I, he/she shall within ten (10) days of receipt of the Principal's disposition submit the grievance on the appropriate, form to the Local Superintendent or his designee. A meeting shall be mutually arranged within five (5) days after submittal. Within ten (10) days after the meeting, the Local Superintendent or his designee shall provide the grievant and the Association a written disposition on the grievance.

STEP III

If the grievant is not satisfied with the disposition at Step II, within ten (10) days after the receipt of the Local Superintendent's disposition, the grievant may submit a request on the appropriate form to the Board of Education for a hearing. A meeting shall be mutually arranged with the Board of Education within twenty (20) days after submittal of the request. A majority of the members of the Board of Education shall constitute a quorum for a grievance hearing which shall be held in executive session. Within ten (10) days after the meeting, the Board of Education shall provide the grievant and the Association a written disposition of the grievance.

STEP IV

If the grievance is not resolved at Step III, the Association may notify the Local Superintendent of its intent to submit the grievance to arbitration. The arbitrator shall be selected from the American Arbitration Association according to its Voluntary Labor Arbitration Rules and all hearings shall be conducted pursuant to those same rules.

The decision of the arbitrator shall be final and binding. Costs for the arbitrator shall be paid by the losing party.

ARTICLE 5 **PERSONNEL FILES**

- A. The Board of Education shall maintain the official personnel file for each member of the bargaining unit in the District administrative offices. No other permanent file shall be maintained. Electronic personnel files maintained by an administrator regarding a unit member's performance or conduct are not part of the official personnel file and if not in the personnel file by the end of a school year, shall be removed.
- B. Materials placed in a unit member's personnel file shall be only those permitted by law. Material shall be accurate, timely, and complete.
- C. As of the effective date of this policy, all items subsequently placed in the file shall be dated and signed or identified as to source. This provision shall not apply to routine administrative items such as contracts, salary notices, transcripts, or certificate copies.
- D. Each unit member has the right to examine his/her file during regular office hours provided such examination does not interfere with his/her assigned duties.

- E. The file, nor any of its contents, shall not be removed by the unit member from the office where it is held.
- F. A copy of any evaluation, formal complaint or criticism which will be placed in this personnel file shall be given to the unit member prior to or at the time of such placement.
- G. Unit members have the right to attach written comments to any item in the file.
- H. The Administration reserves the right to attach written comments to any unit member initiated items that are introduced into the files.
- I. No information shall be placed in a unit member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.
- J. Any unit member who disputes the accuracy, relevancy, completeness, or timeliness of the material contained in his/her personnel file may request an administrative investigation concerning the validity of the claim. Any information which is found by the Administration to be inaccurate or irrelevant shall be removed from the unit member's file.

The final decision as to accuracy, relevancy, completeness, or timeliness, shall be subject to final determination by the Local Superintendent.

- K. The personnel files of a unit member shall remain confidential. Any person, other than the unit member on whom the file is maintained, the Superintendent, his/her designee, the Treasurer, the Board of Education as a unit, the Board of Education's legal counsel, the unit member's immediate supervisor or other person authorized by the contract to evaluate the unit member, the unit member's representative and/or legal counsel, and central office personnel responsible for maintaining the file, shall not be granted entrance or review of the file without three (3) working days notice to the unit member.

When an individual not specified in this Article, requests access to a unit members personnel file, he/she will be requested to complete a form requesting the name, address, telephone number, name of attorney and specific reasons for the request, if available. A copy of the form shall be provided to the unit member and shall constitute the notice set forth in this Article. The member shall be afforded the opportunity to be present with a representative of his/her choice when the file is opened.

- L. At the request of a teacher and with agreement of the Superintendent, disciplinary documents may be expunged from the personnel file after three (3) years, provided that there has been no same or similar infraction.

ARTICLE 6
ADVERTISING OF AVAILABILITY OF POSITIONS

A. DURING THE SCHOOL YEAR

1. Vacancies which occur in regular classroom positions (as opposed to supplemental contract positions) during the school year will be posted when a vacancy occurs. The position will be filled on a temporary basis and such employment will automatically end at the conclusion of the current school year. The contract of a person hired to fill such position shall clearly state that the employment will end at the conclusion of the school year. The position will be vacant and posted during the summer months in accordance with the terms of this Article. The provisions of this contract governing evaluation and the provisions of Am. Sub. H.B. 330 shall not be applicable to teachers hired for the remainder of the school year under this provision.
2. Whenever positions requiring a certificated person or a position covered under a supplemental contract becomes vacant the position will be advertised in the District at least five (5) work days. The posting of a position does not require the Board of Education to fill the position.
 - a. Advertisement shall include postings in the staff lounge and main office of each building, on a phone accessible job openings posting, on the district web-site and e-mail to unit members.
 - b. Members of the bargaining unit in the District may apply for such position by indicating their interest in writing to the Superintendent.
 - c. Such an indication to the Superintendent must be made by the deadline established in the posting.

B. DURING THE SUMMER WHEN SCHOOL IS NOT IN SESSION

1. Unit members who may desire a transfer or may be interested in other positions that could become vacant over the summer months when school is not in session must complete a potential change of assignment form and file with the Superintendent prior to April 30 of each year. The potential change of assignment form will include a section whereby notification during the summer months may be waived. The potential change of assignment form will be used as the indication for notification of summer openings. Positions will not be posted until there is a written notification to the Board of the resignation, retirement or other reason causing the opening.
 - a. Further, it shall be the responsibility of the unit member to ensure that the district office has updated copies of all certificates on file.

- b. Positions which become available during the summer shall be advertised through posting at the District Office, on a phone accessible job openings posting, on the district web-site and by e-mail to unit members at least seven (7) days prior to the filling of the position. The postings shall indicate the date posted and the end of the seven (7) day posting period.
- c. Should an opening occur two weeks (14 calendar days) before the first teacher work day, the Board of Education will post the vacancy as set forth in paragraph b. above, however, there shall not be a minimum posting period and the post may be filled as soon as possible. If the position is filled by a current bargaining unit member during this period, the resulting vacancy does not have to be posted and it may be filled by a person not in the bargaining unit.
- d. Any unit member who does not receive a position for which they applied will upon request to the Superintendent be given reasons for the denial and the unit member may tape record the reasons given by the Superintendent.

C. **VACANCIES AND TRANSFERS**

1. **DEFINITIONS:**

- a. **Vacancy** - A vacancy occurs when a new bargaining unit position is created or when a unit member employed in an existing unit member position dies, resigns, retires, is terminated, is non-renewed, is transferred between grade levels, subject areas and/or buildings, or is promoted.
 - b. **Transfer** - a posted change in job assignment between grade levels, subjects and/or buildings. The addition of a building to the district shall create vacancies. The replacement of a building does not create vacancies to be posted; however, the staffing of said building may be subject to voluntary and/or involuntary transfer.
 - c. **Voluntary Transfer** - A transfer that is mutually acceptable to the Board of Education and to the unit member.
 - d. **Involuntary Transfer** - A transfer that is not acceptable to the unit member.
2. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent. The unit member and the Superintendent may, at their option, have a representative of their choice present at such meeting. The Superintendent or his/her designee will provide notice to each affected unit member of an involuntary transfer as soon as practicable. If requested by the unit member, the Superintendent will explain the reason(s) for the transfer to the unit member.

3. No vacancy shall be filled by a unit member new to the district prior to the Superintendent giving consideration to all qualified members of the bargaining unit.
4. In determining whether a unit member is qualified, the Superintendent shall consider the following:
 - a. certification;
 - b. formal and informal evaluations of performance;
 - c. contribution which the unit member could make to the students;
 - d. opportunity for professional growth;
 - e. additional coursework related to education;
 - f. training and experience;
 - g. length of service in the district;
 - h. desires of the unit member;
 - i. the needs of the district.

ARTICLE 7

INFORMATION ACCESS

The Association President shall be routinely provided with copies of:

- A. All Board of Education agendas;
- B. Monthly financial reports after approved;
- C. Board of Education minutes after approved; and
- D. All written Board of Education policies, rules and regulations.

Other documents will be provided within a reasonable time as requested by the Association.

ARTICLE 8

NON-RENEWAL OF LIMITED CONTRACTS

After a unit member has been employed in the Southwest Licking School District for four (4) years, non-renewal of a unit member's limited contract will be for reasons substantiated in the unit member's evaluations or for good and just cause. Except for unit members with four (4) or fewer years of employment in the District, this Article shall supersede ORC 3319.11 and 3319.111.

ARTICLE 9
JOB SECURITY

No member of the Bargaining Unit shall be terminated except for good and just cause, except as in Article 8 above.

Any unit member confronted with the termination of their employment contract by the Board of Education shall have the option of challenge to said action by utilizing the provisions of ORC 3319.16 and 3319.161 or by utilizing the provisions of the Negotiated Agreement.

ARTICLE 10
FAIR SHARE FEE

A. RIGHT TO FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee

The Board of Education shall deduct from the pay of unit members who elect not to become or to remain members of the Southwest Licking Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board of Education on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board of Education agrees to promptly transmit all amounts deducted to the Association.

B. SCHEDULE OF FAIR SHARE FEE DEDUCTION

1. All Fair Share Fee Payors

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

1. Sixty (60) days employment in a bargaining unit position (which shall be the required probationary period), or
2. January 15th

ARTICLE 11 **SENIORITY**

A. SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
2. Seniority shall accrue for all time a unit member is on active pay status or is receiving worker's compensation benefits.
3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. Full-time unit members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.
5. Part-time unit members shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.
6. No unit member shall accrue more than one (1) year of seniority in any work year.

B. EQUAL SENIORITY

1. A tie in seniority shall occur when two (2) or more unit members have the same amount of seniority credit as determined by the seniority list.
2. Ties in seniority shall be broken by the following method to determine the most senior unit members:
 - a. The unit member with the first day worked; then
 - b. The unit member with the earliest date of employment (date of hire); then
 - c. By lottery, with the most senior unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association Representative.

C. SUPERSENIORITY

For layoff purposes only, unit members employed under continuing contract shall have greater seniority than unit members employed under limited contract.

D. **LOSS OF SENIORITY**

Seniority shall be lost when a unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Employer.

E. **POSTING OF SENIORITY LIST**

A seniority list shall be prepared, provided to the Southwest Licking Education Association President and posted in each building on or before November 1st of each school year. The Board of Education or its designee will include in the seniority list the area of certification, the first day worked, the date of Board of Education resolution to hire and contract status (continuing or limited) of each unit member.

1. In the event of a layoff, prior to the Board of Education's layoff action, the Board of Education or its designee will provide to the Southwest Licking Education Association President and post a seniority list containing the information set forth in paragraph E. above, plus:
 - a. The names of unit members on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior unit member appearing at the top of the listing and the name of the least senior unit member appearing at the bottom of the listing.
 - b. The names of unit members who are certified in more than one (1) area shall be included on the list for all areas of certification.
 - c. The names of part-time unit members shall appear on the seniority list but shall be listed separately from the names of full-time unit members.

F. **CORRECTION OF INACCURACIES**

Each unit member shall have a period of thirty (30) calendar days after posting of the annual seniority list in which to advise the Treasurer in writing of any inaccuracies in the posting and the basis of the claim that an inaccuracy exists. The Board of Education or its designee(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list within seven (7) school days in each building. A corrected copy shall be provided to the Association President at that time.

In the case of the seniority list provided in anticipation of a layoff, each unit member shall have a reasonable time, but no less than five (5) working days, after the layoff seniority list is posted to advise the Treasurer in writing of any inaccuracies in the posting and the basis of the claim that any inaccuracy exists. The Board of Education or its designee(s) shall investigate all reported inaccuracies and may make such adjustments as may be in order and post the updated list within seven (7) school days in each building. A corrected copy shall be provided to the Association President at that time.

No protest shall be considered after the time limits for posting set forth in this Article and the list shall be considered as final until the next posting.

ARTICLE 12
MANAGEMENT RIGHTS

The Southwest Licking Local Board of Education retains all rights, powers, and responsibilities as prescribed in law except as specifically modified or altered by this Negotiated Agreement.

SECTION III - UNIT MEMBER CONDITIONS

ARTICLE 13
RESPONSIBILITIES AND DUTIES OF TEACHERS

- A. In addition to a normal classroom assignment, a teacher is expected to handle details of record keeping and reports required by the Board of Education and Administration.
- B. In the event of teacher absence, every effort will be made to secure the services of a substitute teacher.
- C. Teachers may be required to keep an outline of class procedures, including daily lesson plans, for use by principals, supervisors, and substitute teachers.
- D. Each teacher shall follow a daily schedule approved by the Principal.
- E. Teachers shall be required to keep classes in session each day during school hours and shall not be permitted to dismiss them for any time, however short, without consent of the Principal or the Local Superintendent. Teachers shall dismiss their classes promptly at the appointed time.
- F. Teachers may be expected to help with non-classroom activities, within the contractual day, deemed essential by the Administration to be in the best interest of the students and the efficient operation of the schools.
- G. Unit members shall not be absent from school without prior notification of the Principal, or other automated procedures, except in cases where extreme emergencies make such notification impossible. Unit members may leave their assigned building during their duty-free lunch time, except in cases of emergency the Principal may require a unit member to stay in the building.
- H. Unit members shall be responsible for the care of all school property entrusted to their care.

ARTICLE 14
CLASS SIZE AND TEACHING CONDITIONS

- A. The Board of Education and the Association agree that class size should be consistent with the standards of quality education.

- B. The parties agree that in grades K-5 every reasonable effort should be made at the commencement of the school year to provide one (1) full time classroom teacher for every twenty-two (22) students. The maximum number of students in grades 4-5 classrooms will not exceed twenty-six (26). The maximum number of students in each K-3 classroom shall be twenty-two (22) students. The Board of Education will not be required to respond until this limit is exceeded.
1. Art, music, physical education and other group activity classes will not be subject to a class size limit.
 2. Classes may exceed the class size limit by agreement between the classroom teacher and the building principal. A SLEA representative may be included in the discussions between the classroom teacher and the building principal if requested by the unit member.
- C. The parties agree that in grades 6-12 classes will be scheduled such that classroom teachers will not be assigned more than one hundred sixty (160) pupils in one (1) day for the purpose of instruction. Every reasonable effort shall be made to keep individual class sizes at no greater than thirty (30) students except where the teacher agrees to accept more than thirty (30) students.
1. Art, music, physical education, study hall and other group activity classes will not be subject to a class size limit.
 2. Classes may exceed the class size limit by agreement between the classroom teacher and the building principal.
- D. Any identified special needs student(s) will be counted in determining class size as follows:
1. Students with EMIS Code¹ 13 are, considered as one and one-half (1½) students. These students are in the regular classroom a minimum of 80% of the student day.
 2. Students with EMIS Code¹ 14 are considered as one and one-half (1½) students. These students are in regular classroom at least 40% and not more than 79% of the student day.
 3. Students with EMIS Code¹ 15 are considered as one (1) student. These students are in the regular classroom less than 40% of the student day.
 4. IEP Students assigned a full-time trained Special Education Aide are considered as one (1) student.
 5. IEP Students in classrooms assigned both a regular and Special Education teacher will be considered as one (1) student. (inclusion classes)

¹ EMIS Codes in effect on the effective date of this Agreement.

For the purpose of class size student calculation in this Article when a student is identified as a special education student during a school year, that identification shall not be used for this purpose until the following school year.

(Enrollment of a student in the speech program shall not be counted as a weighted student for purposes of this Article.)

- E. The administration will make every effort to make classroom assignments and develop schedules which are in full compliance with sections b., c., and d. above. Should overages occur, all necessary adjustments shall be made within two student days after the administration has been properly notified.
- F. Unit members other than nurses shall be excluded from being required to perform nursing, medical and/or custodial procedures. Such procedures shall include but not be limited to passing meds, catheterization, toileting, etc. This includes at school camp during which a nurse will be provided by the Board of Education.
- G. The Employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury or illness to employees. The Employer's Occupational Safety and Health Program shall comply with the requirements of the basic program elements of the Ohio Department of Industrial Relations, Division of Occupational Safety & Health.
- H. The Board of Education and Association recognize the increasing student populations at the Middle School and High School may necessitate staggered scheduling wherein, at the high school for example, the student day could change from eight (8) to nine (9) periods. Such a staggered schedule would cause some unit members to work periods one through eight (1 through 8) while the remaining unit members work periods two through nine (2 through 9).

If the Board of Education determines that staggered scheduling will not resolve the crowded student population problem the parties agree to reopen negotiations only for the purpose of determining a different flexible schedule. The provisions of Section I. Negotiations Procedure. Article 1, shall apply in order to carry out bargaining; however, if the parties are unable to reach agreement on a new schedule before July 1st of each school year in question, the status quo shall be maintained for that school year.
- I. Representatives of the bargaining unit appointed by the Association and the Administration of each building will plan for the contingencies of utility failures, leaks, extreme temperatures and other items as agreed upon. A plan and time limits will be developed by the building administration and unit members appointed by the Association from that building by consensus and will include the option of removal to alternative sites where supervision and facilities are available.
- J. All unit members shall have a duty-free uninterrupted lunch period each day of at least thirty (30) minutes as required by the Ohio Revised Code.

- K. Each teacher at the elementary level shall be provided with a preparation conference period of forty (40) consecutive minutes per day except that special teachers (music, art, gym, special education and kindergarten) shall have forty (40) minutes per day and each teacher at the middle school and high school shall be provided with a preparation/conference period equal to a class period each day.

Every reasonable effort will be made to provide special teachers (music, unified arts, regular education intervention, Title I, elementary gifted, gym, special education and kindergarten) with forty (40) consecutive minutes of uninterrupted planning/conference time per day. If the principal is unable to provide the forty (40) consecutive minutes, the special teacher(s) will receive up to fifty (50) minutes per day with every reasonable effort being made to give meaningful units of time (at least twenty (20) minutes blocks of time with the fifty (50) minutes.)

Travel time shall not be considered a part of the assigned planning/conference time. In the event a class day is shortened, the planning/conference period will be reduced accordingly.

- L. All grading periods shall end on the last student day of the week. Grades for grading periods 1-3 will be due by 11:59 p.m. on the next student day following the end of the grading period. Grades for the final grading period will be due on the last teacher workday.

At the conclusion of the fourth (4th) nine (9) week grading period, unit members may give students final tests not more than five (5) working days before the last student day of the school year.

- M. Advanced placement teachers shall have a preparation/conference period in addition to that set forth previously in this Article.
- N. The District Office or a computer tech will notify bargaining unit members of time sensitive e-mails from LACA.
- O. Bargaining unit members shall check e-mails daily.
- P. Bargaining unit members will use progress book to post grades and/or comments bi-weekly for parent viewing.
- Q. An IT person will be designated for each building.
- R. At the beginning of each school year the director of curriculum shall communicate to the SLEA membership goals related to improving student performance. Unit members shall engage in professional development related to working towards accomplishing those goals. The Board/Management shall continue to be responsible for planning and delivering professional development on the three (3) days set forth in Article 18.

ARTICLE 15

LENGTH OF CONTRACTS

The issuance of limited and continuing contracts by the Board of Education shall be in accordance with provisions of the Ohio Revised Code.

A. CONTRACT SEQUENCE

In the issuance of limited contracts, the Board of Education will follow the sequence below:

1. Unit members new to the District shall receive a one (1) year limited contract.
2. Unit members whose contracts are renewed after one (1) year of service in the District shall receive a one (1) year limited contract.
3. Unit members whose contracts are renewed after two (2) years of service in the District shall be eligible for a two (2) year contract.
4. Unit members whose contracts are renewed after four (4) years of service in the District shall be eligible for a three (3) year contract.
5. Unit members whose contracts are renewed after seven (7) years of service in the District shall be eligible for a five (5) year contract.

B. SUBSTITUTE TEACHERS

1. There will be three (3) classes of substitute teachers:
 - a. Casual substitutes - substitutes hired on an as-needed basis.
 - b. Casual substitutes who are hired to work every day but who work in different positions throughout the school year.
 - c. Substitute teachers employed to take the place of a unit member absent for an entire school year.
2. The substitute teachers as defined in B.1.c. of this Article if reemployed in the succeeding school year will be given salary schedule credit for the year of substitute service provided that such service consisted of at least one hundred twenty (120) days. All such substitute teachers will remain in the bargaining unit until the return to duty of the unit member whom they were employed to replace or until the end of the school year, whichever comes first, at which time all further employment rights come to an end.
3. All substitutes except substitutes as defined in B.1.c. of this Article are exempt from the contract sequence provisions of this Article.

C. Continuing Contract

The procedure below will govern the awarding of continuing contracts by the Board of Education:

1. A unit member, knowing he/she will become eligible for a continuing contract before the end of a proposed limited contract, may request in writing by April 1st, a limited contract of shorter duration than specified above. A unit member making this request must have served in the District for at least four (4) years.
2. Upon meeting the requirements for a continuing contract as prescribed in the Ohio Revised Code and upon conclusion of their current limited contract, a unit member shall be eligible for a continuing contract.
3. A member will receive a continuing contract only after the State Department of Education's requirements are met and the member applies in writing for a continuing contract. The member will complete all necessary documentation and submit it to the Building Principal by September 10th. The Board shall notify members through district publications the requirement of written application for continuing contract.

ARTICLE 16
SERVICE CREDIT

- A. The salary of a unit member is based on years of service. A unit member, continuing to teach in the Southwest Licking Local School District, receives credit for all years of teaching experience which consist of one hundred twenty (120) days in a given year under a unit member's contract appropriate to their academic training level on the salary schedule of the Southwest Licking Local School District (ORC 3317.13).
- B. A unit member, new to the District, receives credit for each year to a maximum of fifteen (15) years consisting of one hundred twenty (120) days in a given year under a unit member's contract.
- C. Credit is given for each year of active military service up to a maximum of four (4) years with a partial year of eight (8) continuous months or more of service counting as a full year (ORC 3317.13).

ARTICLE 17 **EVALUATION**

A. PURPOSE OF EVALUATION

The Southwest Licking Local Board of Education recognizes that evaluation is something that is done with a unit member, not to a unit member. The Board of Education further recognizes the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, the purposes of unit member evaluations are as follows:

1. To promote improvements in teaching performance.
2. To help unit members to recognize instructional competence by establishing an awareness of the quality of acceptable recognized strengths and potentials.
3. To establish and promote appraisal of teaching as a systematic and professional process which is continuous in nature.
4. To stimulate and promote an atmosphere conducive to professional growth and development.
5. To promote a mutual understanding among those involved in the appraisal process of the need for and uses to be made of the appraisal program.
6. To provide for the utilization of data derived from the appraisal process in projecting and planning an inservice program to meet the needs of the District.
7. To provide one (1) basis for administrative decisions and judgments.

B. EXCLUSIONS

1. Homebound tutors are excluded from the provisions of this Article and the requirements of ORC 3319.11 and 3319.111.
2. Casual substitutes as defined in Article 14.B.1.a. are excluded from the provisions of this Article and the requirements of ORC 3319.11 and 3319.111.

C. CRITERIA FOR EVALUATION

Observations and evaluations will be based upon criteria such as the following:

1. **INSTRUCTIONAL EFFECTIVENESS** - Subject matter competence, teaching techniques, organization and planning, sensitivity to the individual differences among pupils, maintenance of adequate lesson plans and gradebook.
2. **RELATIONSHIPS WITH PUPILS** - Classroom management and control, rapport with pupils, skill in handling discipline problems.

3. **STAFF RELATIONSHIPS** - Ability to get along well with others, inclination to be a "team member," willingness to assume fair share of responsibility for school-wide activities, ability to accept and profit from supervision.
4. **PARENT-COMMUNITY RELATIONSHIPS** - Skill in working with parents, involvement in school and/or community activities, skill in achieving community acceptance, support of schools and their work.
5. **PROFESSIONAL GROWTH** - Commitment to the concept that teaching is a profession requiring continuous growth and development. Identification with subject-matter organizations in areas of specialization, willingness to assume leadership assignments in professional activities.
6. **PERSONAL QUALITIES, PERFORMANCE AND GROOMING** - Appearance, manner, speech habits, attitudes, physical and mental health, maturity and emotional control.

D. **APPRAISAL PROCEDURES**

1. **SEQUENCE OF YEARS IN A CONTRACT WHEN FORMAL EVALUATION IS REQUIRED**

<u>CONTRACT LENGTH</u>	<u>YEARS FORMAL EVALUATION WILL TAKE PLACE</u>
1	That year
2	The second (final year)
3	The second and third (final year)
5	The fourth and fifth (final year)
Continuing	Every four years

NOTE: This schedule constitutes the minimum requirements. Formal evaluation in other years may be scheduled at the discretion of the evaluator or at the request of a staff member.

2. **DEFINITIONS**

- a. **INFORMAL OBSERVATION** - Defined as observation over a short period of time in a classroom setting or any other school setting.
- b. **FORMAL OBSERVATION** - Defined as an observation of some length (at least one-half (½) of the scheduled period) of the staff member in a classroom or assigned supervision setting.
- c. **INFORMAL CONFERENCE** - A discussion between evaluator and person being evaluated concerning informal observations and during which no written document completion is required.

- d. **FORMAL CONFERENCE** - A conference between evaluator and person being evaluated following a formal observation or at any other time when written documents will be completed.
- e. **INTERIM YEAR** - Formal evaluation year in which no action on an individual contract is required, (i.e., Year two (2) of a three (3) year contract; Year four (4) of a five (5) year contract; and every four (4) years in continuing contracts except year one (1) of a two (2) year contract).
- f. **FINAL YEAR** - A year in which there must be some action taken regarding contract renewal.
- g. **DEFICIENCY** - The term “deficiency” as used in D.4. of this Article shall refer to a rating of “needs improvement” and/or “not satisfactory”.

3. **RATING SCALE**

- a. **COMMENDABLE** - Above what is routinely expected of all staff.
- b. **EFFECTIVE** - At the level of performance that is routinely expected of all staff.
- c. **NEEDS IMPROVEMENT** - Generally of acceptable quality, but in some aspects improvement is needed.
- d. **NOT SATISFACTORY** - Generally below what is routinely expected of all staff.
- e. **NO OPPORTUNITY TO OBSERVE** - Evaluator has not been able to observe this particular area enough to make a judgment.

4. **SEQUENCE OF EVENTS DURING A YEAR OF FORMAL EVALUATION**

The chart that follows indicates the minimum requirements for formal observations, formal conferences, and document completion in a year of formal evaluations.

Additional formal observations, formal conferences, and document completions may be held at the discretion of the evaluator or at the request of the unit member being evaluated.

<u>TASK REQUIRED</u>	<u>INTERIM YEAR</u>	<u>FINAL YEAR</u>
<u>Formal Observations</u>	1) At least one (1) by December 1 st 2) If there are deficiencies noted in the December 1 st formal observation then two (2) formal observations will be conducted by May 1 st	1) At least one by October 30 th 2) If there are any unit member deficiencies noted in the October 30 th observation, a second (2 nd) observation shall be held by December 1 st 3) If there are any deficiencies noted in the December 1 st observation, two (2) formal observations will be conducted by April 1 st
<u>Formal Conferences</u>	1) One within 5 school days of each formal observation	1) One within 5 school days of each formal observation
<u>Document Completion</u>	1) At least Form 2 (checklist) at each formal conference 2) Form 3 is required along with Form 2 at the last formal conference	1) At least Form 2 (checklist) at each formal conference 2) Form 3 is required twice in the final year: <ul style="list-style-type: none"> a) At the November-December conference b) At the March-April conference

❖ **NOTE:** If the check-list (Form 2) is the only document completed at a formal conference, the initials of the evaluator and evaluatee, along with the date, will be affixed to indicate the person being evaluated has received a copy of the check-list.

If a unit member believes in good faith that any of the procedures set forth in this Article have been violated, misinterpreted or misapplied, the unit member shall notify the building principal in writing of such claim within five (5) school days of the event complained of. Upon receipt of such notice the administration may take the action necessary to rectify the deficiency, if any, and the action will be considered taken at the time set forth in the contract.

A conference with the Superintendent to include the person being evaluated and the evaluator is required for any person whose renewal of contract is questionable as of January 15th. This conference will be held prior to January 30th.

This does not preclude non-renewal action by the Board of Education prior to April 30th for circumstances, which were not known to the Board of Education by the January 30th date.

E. **EXPLANATION OF THE APPRAISAL PROCESS**

Building Administrators will be responsible for providing an explanation of those appraisal procedures individually or in group sessions to all persons being evaluated that year prior to any formal observations being held.

Unit members who have been through the evaluation process may waive this right at their own discretion.

The Principal or Supervisor shall make a final recommendation for the purpose of contract renewal as required by the Superintendent.

F. **GRIEVANCE ARBITRATION OF EVALUATIONS**

Only the appraisal procedures as specifically outlined in this Agreement shall be subject to the arbitration step in the grievance procedure.

The substance of an evaluation can only be grieved to the step ending with the Board of Education.

This Article shall supersede all sections of ORC 3319.11 and 3319.111.

The term "evaluation procedure" as used in ORC Section 3319.11 (A) (1) means the procedures set forth in this Article.

ARTICLE 18

SCHOOL YEAR/SCHOOL DAY

THE SCHOOL CALENDAR WILL INCLUDE:

178 Student Days

- 2 Teacher work days at the beginning of the school year (one day for staff development and one day for individual teacher planning)
- 1 Teacher work day at the end of the school year
- 2 Parent/Conference days (Four [4] evenings)

183 Days — COE Day is a non-contractual day

- 3 Three (3) professional development/planning days which will consist of staff development and individual planning. One professional development/planning day will be held on the last day of the first three grading periods. If a test day or test make-up day falls on the last day of a nine week period, the development/planning day will be held on the next school day. Professional development will be conducted from 8:00 a.m. – 11:10 a.m., lunch will be from 11:10-12:10 and individual planning will be conducted from 12:10 to 3:20 p.m.

186 Total Days — There will be no early release days

- A. Before the Board adopts a school calendar, the Association President shall have an opportunity to review and provide input. No changes shall be made in the school calendar after it has been adopted by the Board of Education without at least ten (10) school days notification in writing to the Association. The Association shall have an opportunity to present to the Board of Education its suggestions regarding any changes before changes are adopted.
- B. The length of the school day for students in grades K - 8 shall not exceed six (6) hours and fifty (50) minutes. The length of the school day for students in grades 9 - 12 shall not exceed six (6) hours and fifty-four (54) minutes. The length of the work day for certificated staff shall not exceed six (6) hours and fifty-five (55) minutes. Additionally, two and one-half (2½) hours per week shall be scheduled as flexible time for certificated staff for the purpose of enhancing the academic program for that building, with this time normally being scheduled 15 minutes before and 15 minutes after the certificated staff work day except when it is used for special education meetings (IAT, IEP, MFE, 504 conferences) and parent meetings. Exceptional and occasional deviations from the 15 minutes before and after flex time schedule may be arranged by agreement between the building principal and bargaining unit member. However, this additional time shall not be used to satisfy the non-classroom duties as stated in accordance with Article 13 F.
- C. Building principals and the Director of Pupil Services will employ substitutes to cover special and regular education teachers during the school day when those teachers are needed for IAT, IEP, MFE, 504 conferences when those conferences cannot be accommodated within the teacher's two and one-half (2½) hours of flex time.

- D. The Building Principal or the Superintendent may schedule one (1) meeting per month after the teacher workday and outside the two and one-half (2½) hours weekly flex time. This meeting is not to last more than sixty (60) minutes. In the event of an emergency, the Superintendent may call more than the number of meetings set forth in this Article.

ARTICLE 19

REDUCTION IN FORCE

The provisions of ORC Section 3319.17 shall govern reduction in force.

SECTION IV – LEAVES

ARTICLE 20

SICK LEAVE

- A. Each unit member of the Southwest Licking Local Schools shall be entitled to fifteen (15) days sick leave with pay, for each contract year, which shall be credited at the rate of one and one-fourth (1¼) days per month completed as provided by ORC 3319.141. Unused sick leave shall be cumulative.
- B. Previously accumulated sick leave from a public agency in the State of Ohio, and from any other state, may be transferred and accepted by the Southwest Licking Local School District. The transfer of sick leave shall be the responsibility of the unit member. At no time shall the transferred accumulation exceed that which could have been earned by a unit member of the Southwest Licking Local School District.
- C. Unit members may use sick leave for absence due to personal illness, pregnancy, injury, or exposure to contagious disease.
- D. Unit members may use sick leave for absence due to the illness, pregnancy, or injury of a spouse or minor child.
- E. Unit members may use sick leave for absence due to the illness, or injury to parents/guardian, adult children, grandparents, siblings and corresponding step-and-in-law relations. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Local Superintendent.
- F. Unit members may use sick leave for the death of any relative listed in Paragraph (D) or (E) above. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Local Superintendent.
- G. Consistent with O.A.G. 74-022, a pregnant unit member may be granted sick leave for any incapacitation due to pregnancy, whether such incapacitation occurs during the pregnancy or subsequent to the birth of a child.
- H. When a unit member is absent for any reason, a report for such absence signed by the unit member and the Building Administrator shall be completed by such unit member on a form supplied by the Board of Education and shall be filed with the Treasurer on the day the unit member returns to work.

Such a record, completed and signed by a unit member shall be certification by the unit member that the facts and statements contained in the said report are true and correct. If the administration conducts a reasonable investigation and has reasonable cause to believe that a unit member is abusing sick leave, the administration (Superintendent) may request a physician's statement regarding the illness. The administration may utilize the provisions of the Ohio Revised Code to deal with sick leave abuse.

- I. Up to fifteen (15) days of accumulated sick leave per year will be considered unrestricted. For purposes of this Article, "unrestricted" shall mean sick or bereavement leave in connection with a person not listed in paragraphs D or E above. These 15 days are not in addition to the days accumulated under paragraph A above.

J. **Recognition for outstanding achievement:**

A unit member shall receive one-half (1/2) day's pay if he/she uses no more than three (3) sick days during the school year.

A unit member shall receive one (1) day's additional pay if he/she uses zero (0) sick days during the school year.

This bonus shall be given on the last pay date in June.

Any bargaining unit member who retires or resigns on or after May 1 of any school year shall receive the sick leave bonus, if eligible. Any bargaining unit member who retires or resigns prior to May 1 of any school year shall not be eligible for the sick leave bonus. The sick leave bonus will be paid the next pay date following the date of retirement.

In the event of a death of a bargaining unit member any time during the school year, the bargaining unit members shall receive the sick leave bonus, if eligible. The sick leave bonus shall be paid in accordance with Article 38, Severance, section C.

ARTICLE 21

MATERNITY/PATERNITY/ADOPTION LEAVE

A. **MATERNITY LEAVE**

A pregnant unit member may use up to forty-five (45) days of unused accumulated sick leave as maternity leave with the option of using a maximum of fifteen (15) of those days prior to birth. In order to be granted sick leave due to pregnancy beyond the forty-five (45) day period stated in this paragraph, a physician's statement will be required.

If the birth occurs between the last contracted work day of a school year and the first contracted day of the subsequent school year, she may postpone up to forty-five days of leave until the beginning of the subsequent school year.

B. **PATERNITY LEAVE**

The use of sick leave for paternity purposes shall be up to six (6) weeks after the birth of a child. If the birth occurs during the period indicated in Section A. above, the Paternity Leave may also be postponed as in Section A. above.

C. **ADOPTION LEAVE**

A unit member may be granted adoption leave charged to their sick leave for six (6) weeks prior to and six (6) weeks following the adoption of a child or children. If the adoption occurs during the period indicated in Section A. above, the Adoption Leave may also be postponed as in Section A. above.

ARTICLE 22
SICK LEAVE POOL

There will be a sick leave pool for unit members to be established and administered as follows:

- A. In the event a unit member has a catastrophic illness or injury and has exhausted all of his/her sick leave accumulation, the unit member may request sick leave days that have been voluntarily donated to the Sick Leave Pool. For purposes of this Article "catastrophic" shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences. Sick leave pool days may be used to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. Sick leave pool usage is limited to catastrophic illness or injury of the unit member, spouse or children, except by agreement with the Treasurer who will not unreasonably deny a request that would include a parent.
- B. In order to be eligible to receive sick leave days from the pool, a unit member must have, prior to application for participation in the pool, donated sick leave to the pool and met the other guidelines as established by the Committee set forth in this article. The Committee shall make the guidelines (criteria) available to the Administration.
- C. All donations to the Sick Leave Pool shall be purely voluntary. Unit members wishing to participate in the pool are required to fill out a one-time enrollment form agreed to by the committee. Once members elect to join the pool, they shall be considered a permanent participant unless a written request for withdrawal from the pool is provided to the association president. If a unit member withdraws from the pool, they are no longer eligible to use pool days even though they have donated sick leave prior to withdrawal.
- D. New unit members and current members not in the sick leave pool who wish to participate must sign the enrollment form within the first 15 days of the school year. A unit member cannot join the pool midyear unless the unit member is hired after the first 15 days of the school year. In such a case, he/she shall be allowed to join the pool by signing the form within the first 15 days of their employment.

- E. If the total days remaining in the sick leave pool reach 30, a donation of ½ day of sick leave will be taken from every member of the pool. Members will be notified by email before the ½ day is taken.
- F. The maximum number of days to be issued from the sick leave pool in any one school year will be equal to one-half the number of unit members as counted on September 1 of the school year.
- G. All requests to participate in the Sick Leave Pool will be considered and approved in its discretion by a five (5) member Committee comprised of the Association President, First Vice-President, and Second Vice-President as standing committee members with two (2) floating members selected by the standing committee members. All decisions of the Sick Leave Pool Committee are final and not subject to appeal.
- H. The Sick Leave Pool shall not be used as a means for increasing retirement compensation.
- I. In no case shall the Sick Leave Pool prevent or prolong a unit member from applying for and going on disability retirement.

ARTICLE 23
PROFESSIONAL LEAVE

A. PROVISIONS

Unit members of the Southwest Licking Local School District may be granted professional leave with reimbursement for actual expenses upon approval of the Superintendent. Professional leave may be requested in the following manner:

- 1. As a part of an individual building professional leave plan which is:
 - a. Tied to building goals, and,
 - b. Established in consultation with the teaching staff.
- 2. Upon an individual unit member request.
- 3. Upon the recommendation of the Building Administrator or Superintendent.

B. CONDITIONS

- 1. The extent of professional leave available shall be governed by an annual professional leave budget assigned to each building upon recommendation of the Superintendent and approved by the Board of Education.
- 2. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the unit member.

3. The request for leave shall include an estimate of expenses which shall be limited to transportation, lodging and registration fee and a brief outline of the objectives of this particular professional participation. If the request includes a registration fee, such fee shall be paid by the Board of Education in advance of the leave.
4. Visitations of unit members to other schools or programs shall be a part of the professional leave program.
5. Payment for actual expenses, as specified in (3.) above, will be made upon submission of a Professional Leave Expense Report along with the necessary accompanying receipts. The Board of Education is obligated to pay no more than the estimated expenses submitted in Professional Leave Request Form. The Board of Education will be obligated for any expenses which are more than the estimated amount only upon the approval of the Superintendent.

If the unit member does not participate in the applied-for-leave, it is his/her responsibility to carry out the proper cancellation procedures. If an expense is incurred by the Board of Education due to non-attendance, the unit member must reimburse the Board of Education.

6. A short written statement indicating the extent to which stated objectives of the professional participation were met shall be included on the space provided on the Professional Leave Expense Report.
7. In the event a unit member believes that they have been denied professional leave when other members have been permitted to attend multiple professional conferences paid for by the same building budget or state/federal grant, such bargaining unit member may request a review by the appropriate administrator. If appropriate in the discretion of the Administrator, the unit member may be given reimbursement for conferences already attended (if funds are still available); approval for professional leave or other relief deemed appropriate by the Administrator. If the unit member is not satisfied with the administrator's decision, he/she shall have the right to appeal the matter to the Director of Certified/Licensed Personnel, whose decision shall be final.

ARTICLE 24

MILITARY LEAVE

- A. Unit members shall be granted leave with pay for military reasons up to a maximum of thirty-one (31) days per year.
- B. The unit member shall be paid the difference between pay received for such leave and the unit member's regular salary for the number of days involved.
- C. The unit member is required to submit to the Treasurer verification of performance of such duty and payment received, or in lieu of payroll deduction, can endorse check for military duties over to the Board of Education.

- D. Unit members shall notify their Building Administrator as soon as possible following notification of need for military leave.

ARTICLE 25
COURT LEAVE

- A. Unit members shall be granted leave with pay for jury duty or subpoenaed court appearance.
- B. The unit member shall be paid the difference between pay received for such appearance exclusive of mileage reimbursement and the unit member's regular salary for the number of days involved.
- C. The unit member is required to submit to the Treasurer verification of performance of such duty and payment received, or in lieu of payroll deduction, can endorse check for court appearance over to the Board of Education.
- D. Unit members called for jury duty or subpoenaed for a court appearance shall notify their immediate Supervisor and/or Building Principal as soon as possible following receipt of such notice.

ARTICLE 26
UNPAID LEAVE OF ABSENCE

A. **UNPAID LEAVE**

1. Upon written request of a unit member of the Southwest Licking Local School District, with permission of the Board of Education upon the recommendation of the Superintendent, the unit member may be granted a leave of absence for a period of one (1) school year. A leave of absence may be extended for one (1) additional year upon approval of the Board of Education.
2. Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity, or adoption may be granted in accordance with Paragraph 1.
3. While on leave, subject to approval of the insurance carrier, the unit member may participate in the group insurance program offered to regular unit members by paying the total cost of the premium to the Board of Education. Terms of such payment to be established by the Treasurer of the Board of Education. Such terms shall allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.
4. Seniority status of the unit member shall not be interrupted by a leave of absence, but the period of leave shall not count toward accumulated seniority.

5. A leave of absence shall place in abeyance for the period of the leave, Article 15 - Length of Contracts, (i.e., a unit employee who has a five (5) year limited contract and who requests a leave of one (1) year following the third (3rd) year of that contract returns to the District with two (2) years remaining on that contract).
6. Limited contract unit members, planning to resume their duties at the expiration of their leave of absence, shall notify the Superintendent by March 30th prior to the beginning of the school year of their intention to return to duty.
7. Upon the return of a unit member from a leave of absence, the Board of Education may non-renew the contract of a person hired exclusively for the purpose of replacing the unit member who was on leave.
8. Unit members on leave shall resume their duties at the beginning of the school year unless otherwise approved by the Board of Education.
9. A unit member taking a leave of absence cannot be guaranteed return to the same position held prior to the leave of absence.

B. SABBATICAL LEAVE

1. Upon written application made not later than March 1st, of any school year, and with the approval of the Superintendent and the Board of Education, not more than three (3) unit members shall be granted sabbatical leaves for the following school year. Return from leave shall be at the beginning of a year.
2. All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and the Board of Education by a committee consisting of two (2) representatives of the Board of Education and two (2) representatives of the Association. The committee shall consider, among other qualifications, the following:
 - a. The value of the proposed program to the Southwest Licking Local Schools, its pupils, and the individual applicant.
 - b. The proposed program of the applicant as related to professional graduate study or research.
 - c. The applicant's total length of service with the Southwest Licking Local Schools.
3. Unit members approved for sabbatical leave will be notified of their approval by May 1st or as soon thereafter as possible.

4. Eligibility
 - a. A unit member must have taught in the Southwest Licking Local Schools for at least five (5) years.
 - b. No additional leave shall be granted to the same unit member prior to five (5) additional years of service in the District after return from completion of the prior leave. No such leave shall be granted a second time to the same unit member when other eligible unit members have applied who have not yet received such leave.
 - c. Sabbatical leave will not be granted unless a satisfactory substitute is available.
 - d. Unit members requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a unit member will make a written report to the Superintendent detailing the use which was made of his/her leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.
5. As a condition of being granted sabbatical leave, the unit member must agree in writing to return to the employment of the Board of Education for at least one (1) year.
6. A unit member returning from sabbatical leave will be reassigned to the same position if available, or similar position in keeping with his/her area(s) of certification.
7. An earlier termination of the agreed to length of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.
8. A unit member granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.
9. Unit members granted sabbatical leave shall continue on the unit member roster and be eligible for insurance benefits, medical, dental and life. The Board of Education will pay fifty percent (50%) of the cost of the unit member's health insurance in effect at the time application is made for sabbatical leave. The unit member will pay his/her portion of the premium to the Board of Education's Treasurer one (1) week prior to the date the Board of Education normally pays the premium to the company. The method of payment selected shall be made by the unit member and submitted in writing to the Board of Education Treasurer at least twenty-one (21) calendar days prior to beginning the leave.

ARTICLE 27

PERSONAL LEAVE

- A. Each unit member of the School District shall be granted three (3) days unrestricted personal leave each school year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave.
- B. Whenever possible, Request for Personal Leave forms should be completed forty-eight (48) hours prior to the absence. In the case where this is not possible, the Request for Personal Leave form should be completed as soon after the absence as possible.
- C. In a non-emergency situation, a unit member may be asked to reschedule personal leave in the event it would result in an excessive number of unit members being out of an individual building on a given day.
- D. The personal leave bonus shall be paid at \$100 times any remaining unused personal leave balance. A unit member shall be permitted to roll over one (1) personal leave day to sick leave day. Unit members that roll over a personal leave day to a sick leave day shall not receive the \$100 for the rolled over day.

Unit members must submit the appropriate form indicating their selection for the personal day bonus by June 1st of each year. If a unit member does not submit a form by the deadline, he/she shall be paid the bonus in cash.

This bonus shall be paid on the last pay date in June.

- E. Any bargaining unit member who retires or resigns on or after May 1 of any school year shall receive the personal leave bonus, if eligible. Any bargaining unit member who retires or resigns prior to May 1 of any school year shall not be eligible for the personal leave bonus. The personal leave bonus will be paid the next pay date following the date of retirement.

In the event of a death of a bargaining unit member any time during the school year, the bargaining unit members shall receive the personal leave bonus, if eligible. The personal leave bonus shall be paid in accordance with Article 38, Severance, section C.

ARTICLE 28

ASSAULT LEAVE

Unit members may receive paid leave of absence which results from physical assault while engaged in the performance of their duties as unit members of the Board of Education.

Such leave shall not be charged to sick leave or any other leave and shall be subject to the provision of ORC 3319.141.

A request for assault leave describing the incident that resulted in the request shall be filed by the unit member with the Board of Education as soon as possible following the incident.

The Board of Education shall furnish, in writing, reasons for denial of a request for assault leave.

As per ORC 3319.141, a signed physician's statement stating the nature of the disability and its probable duration may be required.

In the event of a potential long-term absence, the Board of Education may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense.

The unit member shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) he/she occupied prior to the leave.

ARTICLE 29

ASSOCIATION LEAVE

The Association shall be granted six (6) days of leave each year to be used by members to attend meetings, seminars, or conferences for the Association. Four (4) additional days to a maximum of ten (10) days will be granted based on the number of days SLEA requires for OEA Representative Assembly attendance, subject to the provisions below:

- A. Reasonable notice shall be given the Building Principal.
- B. All expenses incidental to the activity such as registration, travel, meals and lodging will be borne by the Association.
- C. The district will bear the expense of substitute teachers while SLEA members are on Association leave as provided in this Article.

The President of the Association must certify in writing to the Treasurer and the Superintendent that the member is carrying out official Association business in order for this leave to be instituted.

ARTICLE 30

TEACHER ENTRY-YEAR PROGRAM

Designed to strengthen Ohio's teacher preparation programs, achieve higher standards, and intensify professional development, the new standards require successful performance on the part of beginning teachers. Section 3301-24-04 of the Ohio Administrative Code states that the Entry Year Program shall include a formal program of support, including mentoring, to foster professional growth of the individual and to prepare them for the performance-based assessment required for the five-year professional license (currently Praxis III).

The Entry Year Teacher Program is a vehicle for providing direct assistance to Ohio's beginning teachers via mentors who will offer the support necessary to meet "real-world" classroom challenges. All beginning teachers must meet certain requirements to be eligible to participate in the Entry Year Program. In addition to meeting these criteria, Entry Year Teachers must successfully complete an Entry Year Program at the school/district level and pass the performance-based assessment (Praxis III) before they are issued a five-year professional license – the license required to work as a fully-credentialed teacher in Ohio schools.

Experienced teachers, trained to serve as mentors, provide support for beginning teachers by guiding their induction into the profession and assisting them with the protocol, procedures and requirements of Praxis III. The mentors work regularly with entry year teachers to increase their skills in planning (Domain A), creating an environment for learning (Domain B), teaching for student learning (Domain C) and engaging in professional reflection (Domain D).

The Teacher Entry-Year Program is provided through the Licking County Educational Service Center.

SECTION V – FINANCIAL

ARTICLE 31

SALARY SCHEDULE

The base salary for the term of this agreement will be \$34,455. Experience steps are to remain frozen for the term of this Agreement. All employees will remain on the steps they were on in the 2010-2011 school year (steps are frozen vertically) for the duration of this Agreement. When steps are no longer frozen, employees will advance only one (1) experience step (i.e. employees will not make up steps and will not be credited for years in which steps were frozen for the purposes of placement on the salary schedule).

Employees will continue to advance on education/training steps (horizontally) as they become eligible.

INDEX

<u>YEARS OF SERVICE</u>	<u>BACHELORS DEGREE</u>	<u>5-YEAR TRAINING</u>	<u>MASTERS DEGREE</u>	<u>MASTERS +30 &/OR MASTER W/200 HOURS</u>
0	100.00	104.00	110.00	120.00
1	104.00	108.50	115.00	125.50
2	108.00	113.00	120.00	131.00
3	112.00	117.50	125.00	136.50
4	116.00	122.00	130.00	142.00
5	120.00	126.50	135.00	147.50
6	124.00	131.00	140.00	153.00
7	128.00	135.50	145.00	158.50
8	132.00	140.00	150.00	164.00
9	136.00	144.50	155.00	169.50
10	140.00	149.00	160.00	175.00
11	144.00	153.50	165.00	180.50
12	148.00	158.00	170.00	186.00
13	152.00	162.50	175.00	191.50
14	156.00	167.00	180.00	197.00
15			185.00	202.50
18			190.00	208.00
20	160.00	171.50	195.00	213.50
27	164.00	176.00	200.00	219.00

NOTE: 1. Unit member's assigned extended service shall be paid per diem rate based upon the individual's placement on the salary schedule. This does not apply to summer school.

SOUTHWEST LICKING LOCAL SCHOOLS
SALARY SCHEDULE
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014

<u>Years of Service</u>	<u>Bachelors Degree</u>	<u>5 Year Training</u>	<u>Masters Degree</u>	<u>MA+30 or W/200 Hrs</u>
0	34,455	35,833	37,901	41,346
1	35,833	37,384	39,623	43,241
2	37,211	38,934	41,346	45,136
3	38,590	40,485	43,069	47,031
4	39,968	42,035	44,792	48,926
5	41,346	43,586	46,514	50,821
6	42,724	45,136	48,237	52,716
7	44,102	46,687	49,960	54,611
8	45,481	48,237	51,683	56,506
9	46,859	49,787	53,405	58,401
10	48,237	51,338	55,128	60,296
11	49,615	52,888	56,851	62,191
12	50,993	54,439	58,574	64,086
13	52,372	55,989	60,296	65,981
14	53,750	57,540	62,019	67,876
15			63,742	69,771
18			65,465	71,666
20	55,128	59,090	67,187	73,561
27	56,506	60,641	68,910	75,456

ARTICLE 32

CO-CURRICULAR SALARY SCHEDULE

The co-curricular coaching and advisory positions are assigned to the groups below based on responsibility, length of activity season, number of participants, number of coaches to supervise, public visibility, and that activity's contribution to the support of other activities.

If a new co-curricular position is created during the term of this negotiated agreement, the salary placement shall be determined by the Superintendent reaching an agreement with the Association on the recommendation to be sent to the Board of Education for approval. Any positions so added shall be subject to negotiations at the next regularly scheduled round of negotiations.

GROUP I

Head Varsity Football
Head Boys Varsity Basketball
Head Girls Varsity Basketball
HS Band Director ¹
Trainer

GROUP II

Head Girls Varsity Volleyball
Head Wrestling
Head Baseball
Head Boys Track
Asst. Varsity Football
Asst. Varsity Boys Basketball
Asst. Varsity Girls Basketball
Head Girls Softball
Head Boys Soccer
Head Girls Soccer
Head Girls Track
Varsity Competition Cheerleading
Varsity Cheerleading

GROUP III

Asst. Baseball
Asst. Girls Softball
Head 7th Grade Football
Head Cross Country (boys & girls combined)
Asst. Wrestling
Head 8th Grade Football
Weight Room Supervisor
Asst. Boys Soccer
Asst. Girls Soccer
Swimming
H.S. Chorus Instructor
Assistant Cheerleading

GROUP IV

Head Boys Tennis
Head Girls Tennis
Head Golf
7th Grade Boys Basketball
7th Grade Girls Basketball
8th Grade Boys Basketball
8th Grade Girls Basketball
M.S. Track (boys & girls)
H.S. Yearbook (if no Print Production class is scheduled)
Asst. Boys Track
Asst. Girls Track
Asst. Volleyball

GROUP V

Asst. 8th Grade Football
8th Grade Volleyball
Head M.S. Track (if position is separate for boys and girls)
Asst. Cross Country
H.S. Yearbook (if Print Production class is scheduled)
Drill Team (combined flags, rifles, & majorettes)
Play Production²
7th & 8th Grade Cheerleading (if combined)
Asst. Band Director
Marching Band Corps Advisor
H.S. Chorus Accompanist
Assistant 7th Grade Football
Assistant Swimming
M.S. Softball
M.S. Wrestling
M.S. Cross Country
7th Grade Volleyball

GROUP VI

Asst. M.S. Track
12th Grade Advisor
11th Grade Advisor
H.S. Student Council
Scholarship Banquet
H.S. Newspaper
8th Grade Cheerleading (if separate)
Asst. Boys Tennis
Asst. Girls Tennis
M.S. Play Production ²
M.S. Chorus Accompanist
7th Grade Cheerleading

GROUP VII

National Honor Society
9th Grade Class Advisor
10th Grade Class Advisor
Quiz Bowl Advisor
In The Know Advisor
Olympics of the Mind
M.S. & H.S. Science Fair Coordinator
M.S. Memory Book Advisor
Asst. Golf
M.S. & H.S. Pep Band

GROUP VIII

M.S. Student Council
Elementary Science Fair Coordinator
Club Advisors³
Elementary Safety Patrol
Elementary Memory Book Advisor

STIPENDS

Fifth Grade Camp\$400
Faculty Manager\$1,110
Building EMT\$750
Summer School Director.....\$1,500
Summer School Teacher \$24.00/Hr.

FOOTNOTES:

- 1 The HS Band Director as of July 1, 2005 would be grandfathered under Group III with 20 days of extended service. All HS Band Directors hired after the current director as of July 1, 2005 would fall under Group I with no extended service.
- 2 Compensation of play production for a maximum of two (2) productions permitted per year.
- 3 In order to qualify for Club Advisor stipend there must be a demonstrated interest on the part of students. Clubs must meet at least once per month and have a stated purpose and constitution on file in the Principal's office.

NOTES:

Compensation for co-curricular positions shall be based on the base unit member's salary (bachelor's degree, 0 years experience).

Compensation shall be calculated by applying the percentages listed below for each group and years of experience to that base unit member's salary.

<u>CATEGORY</u>	YEARS OF EXPERIENCE					
	<u>0</u>	<u>2</u>	<u>4</u>	<u>6</u>	<u>8</u>	<u>10</u>
GROUP I	15.0	16.5	18.0	19.5	21.0	22.5
GROUP II	10.0	11.5	13.0	14.5	16.0	17.5
GROUP III	9.0	10.0	11.0	12.0	13.0	14.0
GROUP IV	7.0	7.5	8.0	8.5	9.0	9.5
GROUP V	6.0	6.5	7.0	7.5	8.0	8.5
GROUP VI	4.5	5.0	5.5	6.0	6.5	7.0
GROUP VII	2.0	2.5	3.0	3.5	4.0	4.5
GROUP VIII	1.5	2.0	2.5	3.0	3.5	4.0

- A. Experience is defined as experience in that particular activity.
- B. The awarding of initial experience for coaches and advisors coming from outside the system will be at the discretion of the Administration with subsequent years in this district added as accrued.
- C. Experience accrued as a coach or advisor in this system will be applied in part or full at the discretion of the Administration when a coach or advisor moves to a higher level in that same sport. No coach or advisor who moves to a higher level in a sport can be asked to take a reduction in pay.

ARTICLE 33
DEPARTMENT HEAD SALARY SCHEDULE

**INCLUDING DEPARTMENT HEAD,
NUMBER OF FULL-TIME EQUIVALENT
UNIT MEMBERS IN DEPARTMENT**

PERCENTAGE
2.5%
3.0%
3.5%
4.0%

0-3
4-6
7-9
10+

The base unit members' salary in effect September 1st of any school year shall be the basis for compensation of Department Heads for the entire school year.

ARTICLE 34
INSURANCE PROVISIONS

A. **HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

The Southwest Licking Local Board of Education will make available a policy of Hospitalization and Major Medical Insurance to all unit members.

This insurance will provide benefits on all three plan options (e.g. "high" plan, "medium" plan and "low" plan) that are equivalent to or will exceed those of the hospitalization/major medical insurance that was available in the District on July 1, 2011, except that the copays for prescription drug/Rx card shall change to Retail - \$10/\$20/\$30 and in-network Mail Order – 2.0X for the high plan option.

Unit members hired on or after September 1, 2011 will not be eligible to select the "high" plan option.

It is understood that this hospitalization/major medical insurance is available on a voluntary basis. To be eligible and included, each unit member must register in and be a part of the approved Southwest Licking Local School District plan.

There will be no reimbursement to a unit member enrolled in another similar hospitalization plan.

The responsibility for notifying the Treasurer of intent to participate in the approved plan rests with the unit member.

It is further agreed that Southwest Licking Local Board of Education will pay the following amounts toward the premium of the above described insurance plan:

1. **Single Premium** - Eighty percent (80%) of the actual monthly premium.

Family Premium - Eighty percent (80%) of the actual monthly premium.

2. In the event of an increase in the premium, the Board of Education will pay eighty percent (80%) of such increase.
3. Unit members who are both employed prior to September 1, 2011 by the school district who are married, the Board of Education will pay the actual family plan monthly premium minus the employee's share of monthly premium for one (1) single plan. The employee's share of monthly premium for one (1) single plan shall be paid by the married unit members. This provision of the agreement does not apply to unit members or spouses of unit members who are employed by the school district after September 1, 2011.

B. DENTAL INSURANCE

The Southwest Licking Local Board of Education will make available an insurance policy covering dental care to all unit members in the bargaining unit.

This insurance will provide benefits that are equivalent to or exceed those of the dental care plan in effect in the District on September 1, 2011.

It is understood that the dental care plan is available on a voluntary basis. To be eligible and included, each unit member must register in and be a part of the approved Southwest Licking Local School District plan.

There will be no reimbursement to a unit member enrolled in another or similar dental care plan.

The responsibility for notifying the Treasurer of intent to participate in the approved plan rests with the unit member.

It is further agreed that the Southwest Licking Local Board of Education will pay the following amounts toward the premium of the above described dental insurance plan:

1. **Composite Premium** - The Southwest Licking Local Board of Education shall pay, based on the composite monthly rate, the actual monthly premium per unit member or up to \$35/month per unit member, whichever is less.

C. TERM LIFE INSURANCE

The Board of Education will provide thirty-five thousand dollars (\$35,000) term life insurance to each unit member who is employed a minimum of fifteen (15) hours per week at no cost to the unit member. If allowed by the insurance company providing life insurance to Board of Education employees, a unit member may purchase at his/her own cost additional life insurance.

The coverage shall include double indemnity for accidental death and dismemberment. This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the unit member.

D. **CONFIDENTIALITY**

The names of individuals who have filed claims for health care benefits, the amounts of claims filed or paid on behalf of any covered person and the medical records relating to any claims shall not be public records subject to any limitation in the public records laws. Reports to be made by the Third Party Administrator to the Southwest Licking Board of Education shall not by individual insured identify the particular treatment, care or diagnosis received by an individual.

E. **INSURANCE COMMITTEE**

Each calendar year an Insurance Committee shall meet at least quarterly to develop such proposals as the committee deems appropriate concerning the level of insurance benefits available and offered. This standing committee's responsibilities shall include:

- (i) monitoring insurance costs;
- (ii) reviewing and modifying benefits; and
- (iii) selecting insurance carriers and/or third-party administrators for all insurances listed in this Article.
- (iv) The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Association and approval by the Board. The creation of the Insurance Committee does not diminish or in any way reduce the Board's and Association's rights or responsibilities.

Membership

The committee shall consist of the Treasurer and one building administrator, four (4) members appointed by the President of the Southwest Licking Education Association for two year terms (members may be reappointed for additional terms), and two (2) members appointed by the Superintendent from the nonunionized classified staff. The first year of operation, two members appointed by the SLEA President shall serve two year terms and two shall serve one year terms. The Treasurer shall serve as the chair of the Committee.

Operation

The committee shall meet at least sixty (60) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee shall formulate its proposals concerning carriers or third-party administrators by a majority vote of all of its members; it shall formulate its proposals concerning benefits applicable to the Southwest Licking Education Association only by a vote of both a majority of the appointees of the Southwest Licking Education Association President and a majority of the classified employees' representatives not represented by an exclusive bargaining representative. Any proposal of the committee shall be presented to the Board to approve or reject same. Any action or not action of the Board shall be final in each of those regards and not grievable or otherwise subject to appeal.

ARTICLE 35
INTRA-SCHOOL SUBSTITUTE PAY

Certificated unit members will be paid fourteen dollars and twenty-five cents (\$14.25) per period for accepting teaching substitute assignments. Payment is to be made in December, March and June.

ARTICLE 36
TRAVEL REIMBURSEMENT

Unit members whose assignments routinely require travel shall be reimbursed at the IRS rate that is in effect on January 1st of any given year.

Mileage should include only the travel distance required above what the unit member would drive in the normal course of getting to and from the work place. Non-routine travel to central points in the District for general unit members' meetings and similar events is not reimbursable. Travel time shall not be used to reduce lunch time or planning time.

Travel Report forms provided by the Treasurer will be submitted for reimbursement in any month in which the accumulated reimbursement equals or exceeds ten dollars (\$10.00), excepting the end of the fiscal year when the final report must be submitted, regardless of amount, by June 30th.

For Travel Report forms submitted by the tenth (10th) of the month, payment will be made on the second (2nd) regular payday of that month.

ARTICLE 37
RETIREMENT INCENTIVE

- A-1. A person reaching 30 years of experience under STRS guidelines and is eligible to retire, will receive a \$10,000 retirement incentive if they retire at the conclusion of their 30th year. If they choose to continue teaching, after the 31st year they are eligible for a \$7,500 retirement incentive. After the 31st year they are no longer eligible for retirement incentives.
- A-2. A person reaching retirement eligibility with 25 years of teaching and 55 years of age or older, may, if they retire receive, the \$10,000 incentive. If they teach 26 years, they may receive the \$7,500 incentive. If they choose, they may forego both, teach to the 30 year retirement they then become eligible under A-1.
- A-3. A person reaching retirement eligibility with 5 years of teaching and 60 years of age or older, may retire and receive the \$10,000 incentive. If they teach one year beyond their eligibility, they may receive a \$7,500 incentive. If they choose to continue teaching, they must fall under the requirements of A-1 or A-2 to regain incentive eligibility.
- B. The retirement incentive shall be paid with the first pay in January following the year of actual retirement.

ARTICLE 38

SEVERANCE PAY

Pursuant to Section 124.39, Ohio Revised Code, the Southwest Licking Local Board of Education shall grant severance pay to all members of the bargaining unit based on:

A. Retiring unit members with five (5) or more years of service with the Southwest Licking Local Schools shall receive severance pay for one-quarter ($\frac{1}{4}$) of all accumulated sick leave. Unit members with less than five (5) years of service with the Southwest Licking School District shall receive severance pay for one-quarter ($\frac{1}{4}$) of sick leave accumulated during their employment with the Southwest Licking School District. Bargaining unit members hired after July 1, 2005 will be paid a maximum severance of $\frac{1}{4}$ of accumulated sick days up to 350 days (a maximum of 87.5 days). Payout is based on each unit members per diem.

B. The days of accumulated sick leave on which severance pay is based can be a combination of that accumulated in Southwest Licking and that which is properly transferred from another governmental agency, department, or political subdivision.

Payment of severance pay shall be considered to eliminate all sick leave credit accumulated by the unit member at that time, however, a retiring unit member may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed under Article 48 of this Agreement.

It is the retiring teacher's responsibility to notify the Treasurer's office prior to June 1st of their desire to be paid for the full amount of severance pay.

Severance pay will be paid in two installments after the unit member has indicated an intent to retire and the Board of Education has received an application for processing retirement benefits from a retirement system. The first installment shall be paid within one month of retirement and the second installment shall be paid in January or July (to be determined by the unit member) in the calendar year immediately following retirement (the intent is that there shall be two payments made in two different calendar years.)

- C. Should a person pass away while a unit member of the district, the Southwest Licking Local Board of Education shall provide severance pay benefits to the beneficiary as identified as part of the Life Insurance procedures. This payment shall be determined as in Section A. or B. above.
- D. Unit members leaving the district after twenty (20) or more years of service to the Southwest Licking Local Schools, not eligible to retire under a retirement system, will be granted severance pay as in Section A. or B. above based on their years of service to the Southwest Licking Schools. Such unit member's severance pay will not be based on sick leave accumulated and transferred from previous employment.
- E. An accumulated leave plan is in place for eligible unit members.

ARTICLE 39
COMPENSATION FOR PART-TIME
AND HOURLY UNIT MEMBERS

- A. The hourly rate of pay for tutors of home-bound students shall be eighteen dollars and seventy-three cents (\$18.73).
- B. Unit members employed less than full time on a regular contract shall be paid a salary equal to that unit member's salary from the salary schedule multiplied by the fraction of a regular school day that that person teaches.
- C. The same insurance programs are available for regular, part-time employees as are available to full-time employees. The Board's premium contribution will be proportional to the amount of time such employee works compared with the amount of time a full-time employee works (e.g., for a half-time employee, the Board will pay 50% of the premium.) The Board shall not pay more than the amount it pays for full-time employees. The employee shall pay the balance of the premium through payroll deduction. Leave provisions of this Agreement shall apply to part-time unit members on the basis of full-day credit for presence and full-day charge for any absence.
- D. Tutors of home-bound students shall be eligible for mileage for driving as required by their assignment as approved by the Local Superintendent.

ARTICLE 40
PAYROLL PRACTICES

- A. Unit members shall be paid on an equal basis for twelve (12) months.

Payroll will be made on the 15th and last day of each month and on the last teacher workday before Thanksgiving and Spring breaks (26 pays). If the payroll falls on a holiday, the payroll will be made on the business day prior to the holiday. If the payroll falls on a Saturday or Sunday, the payroll will be made on the Friday prior to the Saturday or Sunday.
- B. Payroll Deductions: Deductions shall be made for the following when authorized by the individual unit member:
 - 1. Unit member's share of Board of Education offered insurance program.
 - 2. Cardinal Federal Credit Union.
 - 3. Tax sheltered annuities, income protection plans, and other wholly unit member paid insurance plans as approved by the Board of Education.
 - 4. Association dues.
 - 5. United Way.
 - 6. The OEA Fund for Children and Public Education (formerly known as 'Educators Political Action Committee' [EPAC]).
 - 7. Whitehall Credit Union.
 - 8. Ohio Tuition Trust Authority.
 - 9. District's Cafeteria 125 plan.

- C. Supplemental/co-curricular payments shall be separate from regular payroll checks.
- D. All employees will be required to utilize automatic direct deposit. Employees may have up to three (3) deposits.
- E. All employees hired after July 1, 2005 will receive notice of each direct deposit solely by e-mail.

ARTICLE 41
STATE TEACHERS RETIREMENT SYSTEM (STRS)
UTILIZING THE SALARY REDUCTION METHOD

The Board of Education of the Southwest Licking Local School District herewith agrees with the Southwest Licking Education Association to pick-up utilizing the salary reduction method contributions (at no cost to the Board of Education) to the State Teachers Retirement System paid upon behalf of the unit members under the following terms and conditions:

- A. The amount to be “picked-up” on behalf of each unit member shall be equal to the percentage amount established by STRS of the unit member’s gross annual compensation. The unit member’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board of Education for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all unit members.
- C. The pick-up shall apply to all compensation including supplemental earnings.
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker’s compensation shall be based on the unit member’s daily gross pay prior to reduction as a basis (e.g. gross pay divided by the number of days in a unit member’s contract).

Each unit member 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.

If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board of Education will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 42
REIMBURSEMENT FOR COLLEGE WORK

- A. The Board of Education will provide one hundred seventy-nine dollars (\$179) per quarter hour or two hundred sixty-seven dollars (\$267) per semester hour to a maximum of one thousand six hundred eight dollars (\$1,608) per unit member.

The rate paid by the Board of Education will be indexed to the quarter hour cost at the Ohio State University.

Each year, the college reimbursement funds shall be allocated as follows:

2/5 of funds	July, August, September
1/5 of funds	October, November, December
1/5 of funds	January, February, March
1/5 of funds	April, May, June

Any funds not used in any of the first three quarters shall be rolled over to the next quarter. If there are any funds left as of June 30, the remaining funds shall be rolled over to the next fiscal year.

The maximum amount spent by the Board for college reimbursement will be seventy-one thousand dollars (\$71,000). Any remaining funds rolled over from the previous fiscal year shall be spent over and above the maximum amount noted above.

A balance of funds available under this program and the availability of fee waivers will be reported monthly to the SLEA President through monthly e-mail.

The year as defined for when courses are taken and for when hours apply shall be July 1st through June 30th. (Payment for these hours shall be July 1st through June 30th) Payment for these hours shall be on the dates specified in this Article.

- B. This reimbursement is available only to unit members. LD tutors must work more than four (4) hours per day to be eligible for this reimbursement.
- C. In order to be eligible for reimbursement for courses taken during the spring quarter, second semester, or summer sessions, the unit member must return to work in the District the following year. If on an approved leave of absence, the unit member may be reimbursed upon returning to work following that leave of absence.
- D. For those who have a bachelors degree, but are not fully certificated, payment will only be made if the hours are applicable toward full certification.
- E. Payment will be made for undergraduate or graduate courses taken specifically to improve the unit member's performance of their duties in the school system. If there is a question concerning the suitability of a specific course, the Superintendent or his/her designee will discuss the situation with the unit member before approving or disapproving the application.

- F. If a course application is disapproved, the unit member will be given reasons in writing for that disapproval.
- G. No sooner than thirty (30) days prior to the first class meeting for which reimbursement will be requested, the unit member must submit Form TR-1 for approval in writing by the Superintendent. The TR-1 form must be received in the District office between the time lines specified.

Upon completion of the course, the unit member approved under paragraph F will submit Form TR-2 (Request for Reimbursement) along with a grade slip or transcript showing course number and grade received and proof of payment indicating the tuition expense to the unit member. The TR-2 must be submitted between one (1) to forty-five (45) days after the last class meeting. In the event that the unit member does not receive his/her grade slip or transcript within the forty-five (45) day period, the member must file the TR-2 form with proof of payment prior to the forty-fifth (45th) day in order to hold the reimbursement until such time as the official paperwork is received. Payment will be made within thirty (30) days of completion of all paperwork.

Reimbursement will only be made for course work in which a passing grade was received.

Form TR-1 for request to take a course for reimbursement and Form TR-2 to request reimbursement upon course completion shall be obtained from the District office.

If the yearly allocated funds are not utilized as of May 15th unit members who were previously denied approval under paragraph F may reapply for reimbursement by resubmitting the information set forth in paragraph F & G. The 45 day limitations set forth in paragraph G does not bar someone from reapplying for credit.

In the event a unit member who is reimbursed for a summer course under this article does not return to employment with the district the next school year, the Treasurer shall withhold the reimbursement amount from the unit member's salary.

- H. Whenever the Treasurer is notified of available fee waivers, he/she shall by email to all unit members provide notice of the availability of fee waivers and invite those that are interested to submit a statement of interest within five (5) working days of the date of the email. The treasurer shall provide to the SLEA President the names of all individuals submitting a statement of interest in receiving a fee waiver. The SLEA President/designee shall randomly chose the unit members to receive a fee waiver. A unit member shall be eligible to receive only one (1) fee waiver per school year unless the availability of fee waivers exceed member's requests. Fee waivers will not be cashed in by the District until the registration deadline of the providing college/university.

SECTION VI – MISCELLANEOUS

ARTICLE 43

TUITION FREE ATTENDANCE

All children of unit members may attend school in the Southwest Licking Local School District (“The District”) without payment of tuition with the following exceptions:

- A. Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.
- B. Primary kindergarten, unless space is available.
- C. Talented and gifted children. Talented and gifted students may attend tuition free in the middle school so long as it is open to tuition students.
- D. If a building is closed to tuition students it will also be closed to children of unit members not already enrolled in the district.

ARTICLE 44

SCHOOL DISTRICT DRUG POLICY

The Board of Education and Association both recognize that drug and alcohol dependency is a medically treatable condition. It is not the purpose of this article to address conduct outside of the school day and school activities or the proper use of legal beverages or medication.

It is agreed that the determination of the existence of alcohol or drug dependency is a delicate issue and should withstand critical and independent evaluation. Further, while the Association and the Board of Education recognize the right to insist on an alcohol and drug free environment, the importance of maintaining and not infringing upon an individual’s constitutional rights is also recognized.

The following concepts will formulate the drug policy:

- A. Drug and alcohol dependency is a medically treatable condition.
- B. There are legally and medically accepted uses of alcohol and certain drugs.
- C. The constitutional and other legal rights and obligations of unit members and the
- D. Board of Education must be observed.
- E. The Board of Education and the Association recognize that a drug free environment will depend on both parties encouraging alcohol or drug dependent unit members to undergo an appropriate rehabilitation program.

- F. A drug free environment will involve a planned testing program that will include the following parameters:
1. Testing will not be done randomly. Instead, testing will be done only if the Board of Education or Administration determines that there is probable cause to believe that a person is drug or alcohol dependent and that such dependency is affecting the person's performance of his/her job responsibilities or that a person is under the influence of alcohol or illegal drugs during the school day or a school activity.
 2. The unit member has the right to all information upon which the probable cause determination is based.
 3. The testing program will be set forth as part of the contract.
 4. Drug testing will be done by a qualified, independent lab. The results of the testing shall be confidential and not be provided to anyone except the Building Administrator, Board/Superintendent and the unit member and their representatives. The testing information may be used in connection with disciplinary action taken under this article.
 5. The initial drug testing protocol will conform to accepted drug testing standards. In the event the first test produces positive results, a second drug test conforming to accepted drug testing standards for second tests will be performed. If appropriate, the second test will be performed at a different lab. It may be appropriate to perform a screening test and then a confirmatory test.
 6. Testing for alcohol dependency or to determine whether a person is under the influence of alcohol during the school day or a school activity shall conform to accepted alcohol testing standards.
 7. The costs of testing requested by the Board of Education will be the responsibility of the Board of Education.
 8. The unit member shall be provided with a copy of all test results obtained under this Article.

G. The Board of Education shall pay for fifty percent (50%) of actual unit member's costs for any out-of-pocket expenses incurred as a result of a lesser, or lack of, insurance coverage when said unit member is receiving treatment as per this Article. Such reimbursement is to be for unit members only (i.e. not their family members) and subject to the limitations below:

1. In-Patient Treatment Costs

- a. For drug and alcohol treatment only.
- b. The Board of Education will be responsible for fifty percent (50%) of the actual treatment for out-of-pocket costs of in-patient confinement for a maximum of thirty (30) days. The cost to the Board of Education may not exceed ten thousand dollars (\$10,000) per calendar year.
- c. The Board of Education will not be responsible for the cost of more than three (3) in-patient programs for an employee over their employment life time.

NOTE: If a unit member were to leave the school district after treatment and then return, they would still only be entitled to three (3) treatments total.

2. Out-Patient Treatment Costs

- a. For drug and alcohol treatment only.
- b. The Board of Education will be responsible for fifty percent (50%) of the actual treatment for out-of-pocket costs of out-patient treatment. The cost may not exceed \$2,500 per calendar year.

H. The progressive discipline procedure outlined below is exclusively for this Article and is not in any way to be utilized for any other disciplinary action for the unit member:

1. The building administrator may hold an informal meeting to discuss the possibility that a problem may exist.
2. Whenever a building administrator has reason to believe, based upon job performance, actions, physical condition, etc., that a unit member is in any way affected by alcohol or drugs, an immediate meeting shall be held with the building administrator and the unit member. An association representative is to be present at this meeting. This representative shall be selected by agreement of the building administrator and Association President.
3. The building administrator and Association representative will go to the home, when expecting drug or alcohol involvement, for the purpose of verifying their belief that there may be a problem and to determine if testing is necessary. This decision on testing is the sole responsibility of the building administrator and Association representative who make the visit.

4. If testing is requested, the unit member must comply with the request. An Association representative may accompany the unit member, at his/her request, or if deemed necessary by site visitors.
 5. If a unit member refuses to be tested, the building administrator may recommend to the Superintendent that the unit member may be reassigned work site and/or duties, and/or be suspended with pay for up to three (3) days, and/or be suspended without pay for up to three (3) days. The Association President shall be notified prior to the suspension.
 6. The unit member must get an assessment during the three (3) day suspension period. If no assessment is made, the suspension will be extended until such time that assessment has been made or proof that an assessment is forthcoming is presented to the building administrator and Association representative.
 7. When an assessment comes back negative, there will be a full reimbursement of pay for all suspension days.
 8. If assessment indicates that a problem exists, the unit member must enroll in a treatment program as recommended by the unit member's doctor and approved by the Superintendent of the District. The Superintendent may make a request to the unit member's doctor and unit member that a more involved program be considered. The Superintendent may not request a program of less involvement than that recommended by the unit member's doctor.
 9. Unit member failure to participate in testing, treatment or to adhere to a prescribed rehabilitation or aftercare program is grounds for disciplinary action up to, and including, termination of employment.
 10. No unit member will have his/her job security or professional opportunities jeopardized on the basis of his/her diagnosis and treatment of alcohol or chemical abuse providing they adhere to the Assistance Program.
 11. A unit member who "self-refers" shall not be penalized, but will be required to seek counsel through the unit member Assistance Program.
- I. All records addressing a unit member's substance abuse condition/treatment shall be considered medical records and shall be maintained in accordance with applicable law as confidential records. This material may not be entered into the unit member's personnel file which is open to public viewing.

ARTICLE 45
LABOR MANAGEMENT COMMITTEE

An informal committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the SLEA President (or designee) and a maximum of three (3) persons appointed at the discretion of the SLEA President.

The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the negotiated Agreement.

All meetings shall be held at mutually convenient times and dates. Meetings may be called by either the SLEA President or the Superintendent. The chair of the meeting shall alternate between the parties. The Labor Management Committee shall meet at least once each semester. By mutual agreement of the Superintendent and SLEA President, additional persons may attend Labor Management meetings.

ARTICLE 46
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Southwest Licking Local Professional Development Committee (SLLPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

TERM OF OFFICE

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies for administrative members.

COMMITTEE COMPOSITION AND SELECTION

- a. The committee shall be comprised of six (6) members as follows:
 1. one (1) elementary teacher (K-5), one (1) middle school teacher (6-8), and one (1) high school teacher (9-12).
 2. three (3) representatives of the administration, one (1) of which is a building principal.

- b. The committee members shall be appointed by their respective parties, who maintain the right to recall such member.

When a teacher is being considered for licensure renewal, the committee shall consist of three (3) teachers and two (2) administrators. The administration shall determine which two (2) members will participate.

- c. When an administrator is being considered for licensure renewal, the committee shall consist of three (3) administrators and two (2) teacher members. The teachers will determine which two (2) members will participate.
- d. In the event it becomes necessary to fill a vacancy of a teacher member before the end of his/her term, the Association will select a replacement.
- e. In the event it becomes necessary to fill a vacancy of an administrative member, the Superintendent shall appoint a replacement member to serve on the committee.
- f. In the event a teacher committee member is being considered for licensure renewal, the Association will select an alternative teacher member to serve on the committee to review that teacher's licensure renewal process only.
- g. If an administrative member is being reviewed for licensure renewal, the Superintendent shall appoint a replacement member to serve on the committee to review that administrator's licensure renewal process only.

CHAIRPERSON

The committee chairperson shall be determined by a majority vote of the committee members.

DECISION MAKING

Decisions shall be made by a majority vote of the committee members present. A quorum shall consist of four (4) people.

TRAINING

Members of the SLLPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs. Such training will be on release time and shall be in addition to any other professional leave for which the member is entitled under the master agreement.

MEETINGS AND COMPENSATION

- a. The SLLPDC shall establish meeting dates in January, May, August and November. If additional meeting dates are needed, committee members will schedule meetings as often as the members deem necessary to complete their work. The committee may schedule work sessions on paid release time, but presentation of portfolios shall be scheduled during after school hours. On/before September 30th of each year, the committee shall post their meeting schedule in each building. Additional meeting dates, which the committee deems necessary, will be posted in each building as soon as they are scheduled.
- b. Members of the SLLPDC shall be paid one thousand dollars (\$1,000) per person per year on/before May 31st. The Supplemental Contract shall not be subject to the non-renewal provisions of Section 3319.11 of the Ohio Revised Code.
- c. The committee members shall present a comprehensive report and copies of time sheets to the Board and the Association at their respective meetings in June.

COMMITTEE RESPONSIBILITY

The committee's responsibilities shall include, but not be limited to, the processes and procedures and the approval of individual professional development plans for all certificated employees leading to licensure renewal.

MASTER AGREEMENT COMPATIBILITY

The committee shall have no authority to supersede any section of the Master Agreement between the Board and the Association.

LIABILITY

Members of the SLLPDC shall be indemnified for action related to the proper performance of their duties as members of said committee.

The SLLPDC shall establish rules consistent with the rules set forth by the Ohio State Department of Education for operation.

The appeals process provided in the SLLPDC bylaws shall provide for an appeal to the Ohio State Department of Education and not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the SLLPDC or of any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in this negotiated agreement.

CERTIFICATION/LICENSURE AND ENTRY YEAR COSTS

The board of education shall reimburse unit members for fifty percent (50%) of the cost of making application to upgrade or renew the certification(s) or license(s) held in the teaching field(s) in which they are currently assigned.

The board shall also reimburse unit members for upgrading or renewing any certification(s) or license(s) held by the unit member and into which teaching field(s) the administration has involuntarily transferred the member.

Proof of payment, as determined by the Treasurer, shall be required to obtain reimbursement.

ARTICLE 47

BUILDING ADVISORY COMMITTEES

A Building Advisory Committee² will be established at each building for the purpose of discussing and attempting to resolve building issues/concerns.

The committees will meet monthly except by mutual agreement of the committees' members. Meeting dates will be posted at the beginning of the school year. There will be minutes taken and shared with staff within a timely manner after each meeting. The Association and Administration committee members will prioritize the issues that they wish to discuss and alternate discussions in order that the team may consider concerns from both parties. Administration and Association committee members will rotate presenting the initial concern from meeting to meeting and also rotate the position of chair for each meeting between the Administration and Association committee members.

Each committee's membership will be mutually agreed upon by the Association President and the Building Principal and/or Designee. At least one of these teachers must be a building representative or SLEA officer.

Certificated/licensed staff who are not "standing" committee members may attend by invitation or their own request if a specific issue arises which concerns their grade level or assignment.

The committees will be comprised with a minimum constituency as follows:

ELEMENTARY SCHOOL

The building principal and/or designee, one (1) teacher for each building grade level, one (1) special area teacher, and one (1) special education teacher.

MIDDLE SCHOOL

The building principal and/or designee, one (1) teacher per building grade level, one (1) special area teacher and one (1) special education teacher.

HIGH SCHOOL

The building principal and/or designee and eight (8) building teachers.

² The Committee may consult with others as needed.

ARTICLE 48
RE-EMPLOYMENT OF RETIRED TEACHERS

A teacher retired from the teaching profession and/or a public sector retirement system (“Re-employed Teacher”) may be re-employed under the following conditions:

- A. The re-employed teacher will start with salary schedule placement experience of up to ten (10) years and education credit of up to a Master’s Degree Plus. The re-employed teacher will be advanced one (1) year on the salary schedule for each year of re-employment service to the District.
- B. The re-employed teacher will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through STRS or other public sector retirement system. The re-employed teacher shall bear the full cost of such insurances. In addition, insurance eligibility for the re-employed teachers working part-time shall be governed by Article 39 of this Agreement.
- C. Re-employed teachers will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- D. Re-employed teachers may be re-employed from year-to-year under limitations described in Sections E and F below, with Board approval, but shall not be eligible for continuing contract status.
- E. In the event of a Reduction-In-Force, the re-employed teacher will not have any bumping rights under Section 19 of this Agreement.
- F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- I. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- K. The Association President shall be advised of any re-employment situation.

ARTICLE 49

COMPLAINTS ABOUT UNIT MEMBERS

PRINCIPLES:

1. It is acknowledged that complaints about unit members are inevitable, and in fact, innovation and ingenuity on the part of the unit members may cause complaints as well as poor teaching practices.
2. Complaints are best handled at the level of administration closest to the unit member(s) involved.
3. Both the right of the student/parent/community member to complain and the right of the unit member(s) to due process in the complaint process needs to be guaranteed.
4. The best outcome of a complaint process is one which not only resolves current issues but leads to better understanding on all sides for future interactions.
5. That the complaint process needs to be nondiscriminatory, and that while discipline may be an outcome of the process, resolution is the main goal.
6. That the satisfactory resolution of a complaint is one in which both administrator(s) and unit member(s) find an acceptable outcome.

PROCESS:

It shall be the policy of the Southwest Licking School District that should a complaint be received about a unit member(s), the following process will be adhered to (except for possible criminal act(s) by a unit member(s), in which case the proper authorities will be notified).

- A. Complaints must be from named source. The Southwest Licking Local School District will not act on an anonymous complaint.
- B. Complaints must be directed to the immediate administrator in direct supervision of the unit member(s) involved (e.g., high school principal for a high school teacher, kindergarten principal for a kindergarten teacher, athletic director for a coach, etc...).
- C. Upon notification of the immediate administrator, the unit member(s) involved must also be notified of the complaint. The complaint should be resolved at this time in a satisfactory manner if possible.
- D. If the complaint is not resolved, within three working days of notification, the administrator will meet with the unit member(s) (with Association representation) to review the complaint and develop satisfactory resolution strategies.
- E. Should further action be required, the bargaining unit recognizes the management rights of the Southwest Licking Local School District as per the Ohio Revised Code and the negotiated agreement. Should questions arise as to administrative actions, the current grievance procedures will be available as per the negotiated agreement.

SECTION VII – DURATION AND IMPLEMENTATION

ARTICLE 50

**EFFECTIVE DATE, IMPLEMENTATION DATES,
AND DURATION EFFECTIVE DATE**

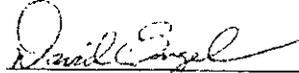
EFFECTIVE DATE

This Agreement is effective 12:01 a.m., July 1, 2011, and shall expire at 12:00 p.m. on June 30, 2014.

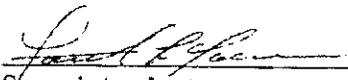
RATIFICATION

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective party.

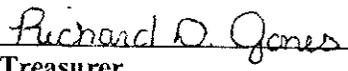
FOR THE SOUTHWEST LICKING
LOCAL BOARD OF EDUCATION



President

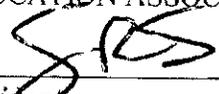


Superintendent

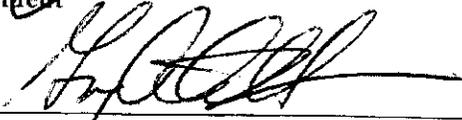


Treasurer

FOR THE SOUTHWEST LICKING
EDUCATION ASSOCIATION



President



Vice President



Negotiations Chair

OEA Representative

DATE: August 18, 2011 _____

DATE: 9-13-11 _____

APPENDICES

APPENDIX A

SOUTHWEST LICKING LOCAL SCHOOLS

Personal Leave Request

COMPLETE THIS FORM IN TRIPLICATE

Date _____

I hereby request _____ day(s) personal leave, to be effective _____

_____ Date(s)

CERTIFIED PERSONNEL -- I certify that this leave is not being used for reasons that are prohibited by the Personal Leave Policy in the Negotiated Agreement.

Signature

Building

I recommend the request be:

APPROVED: _____

DISAPPROVED: _____

APPROVED: _____

DISAPPROVED: _____

Building Principal or Supervisor

SUPERINTENDENT

REQUEST TO TAKE COLLEGE COURSES

TO BE CONSIDERED FOR APPROVAL THIS FORM "MUST" BE FILED IN THE DISTRICT OFFICE NO SOONER THAN THIRTY (30) DAYS PRIOR TO THE FIRST CLASS MEETING

For reimbursement amounts, deadline dates, payment schedule, or other information, see Article 42 of the SLEA Negotiated Agreement.

DATE _____ UNIT MEMBER'S NAME _____

CURRENT DEGREE STATUS (circle): B B+ M M+

COLLEGE/UNIVERSITY OFFERING THE COURSE _____

COURSE NO.	COURSE TITLE	DATE OF FIRST MEETING	ESTIMAGED COMPLETING DATE	HOURS (Identify Semester or Quarter)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THESE ATTENDANCE DATES ARE CONSIDERED TO BE THIS COLLEGE'S/UNIVERSITY'S - CIRCLE ONE:

Fall Qtr. First Sem. Winter Qtr. Spring Qtr. Second Sem. Summer

WILL COMPLETION OF THIS COURSE(S) CHANGE YOUR DEGREE STATUS? Yes ___ No ___

HOURS PREVIOUSLY TAKEN OR IN PROGRESS FOR WHICH REIMBURSEMENT HAS BEEN REQUESTED: _____

Specify Qtr/Sem. Hour

NOTE: Grade slips or transcripts will serve as verification of course completion. Official transcripts of all additional work taken the preceding year are still required to be filed by September 30 for State report and other purposes.

This is to certify that the Superintendent has approved the above course(s) according to Article 42 of the Negotiated Agreement.

SUPERINTENDENTS SIGNATURE

APPLICATION FOR REIMBURSEMENT FOR COLLEGE WORK

YOU MUST HAVE ALREADY COMPLETED FORM T-R (1)
- REQUEST TO TAKE COLLEGE COURSES

DATE _____ UNIT MEMBER'S NAME _____

CURRENT DEGREE STATUS (Circle) B B+ M M+

COLLEGE/UNIVERSITY _____

DEPT. COURSE NUMBER	COURSE TITLE	DATE COURSE WORK COMPLETED	HOURS (Specify Qtr./Sem.)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

"CIRCLE" THE PERIOD THE ABOVE COURSE(S) WAS TAKEN:

Fall Qtr. First Sem. Winter Qtr. Spring Qtr. Second Sem. Summer

DOES COMPLETION OF THIS COURSE(S) CHANGE YOUR DEGREE STATUS? Yes _____ No _____

Grade slips or transcripts will serve as verification of course completion. Official transcripts of all additional work taken the preceding year are still required to be filed by September 30th for State report and other purposes.

This form MUST be accompanied by the receipt for the course(s) or the canceled check for the course(s).

I hereby make request in accordance with Article 42 of the Negotiated Agreement for reimbursement for college course(s) taken.

UNIT MEMBER'S SIGNATURE

APPROVED _____
DISAPPROVED _____
NUMBER OF QUARTER HOURS _____
AMOUNT REQUESTED _____
AMOUNT PAID _____

TREASURER'S SIGNATURE

SUPERINTENDENTS SIGNATURE

APPENDIX D

**SOUTHWEST LICKING EDUCATION ASSOCIATION
FORMAL WRITTEN GRIEVANCE
INFORMAL MEETING**

NAME OF GRIEVANT _____ DATE _____

SIGNATURE OF GRIEVANT: _____

ARTICLE(S) ALLEGED TO BE VIOLATED: _____

DATE OF VIOLATION: _____

BRIEF DESCRIPTION OF GRIEVANCE: _____

RELIEF OR REMEDY SOUGHT: _____

DATE OF INFORMAL HEARING: _____

DISPOSITION: _____

APPEAL TO STEP I DELIVERED: _____ DATE: _____

SIGNED FOR THE BOARD OF EDUCATION: _____

SIGNED FOR SLEA: _____

**SOUTHWEST LICKING EDUCATION ASSOCIATION
FORMAL WRITTEN GRIEVANCE
STEP I**

NAME OF GRIEVANT _____ DATE _____

SIGNATURE OF GRIEVANT: _____

ARTICLE(S) ALLEGED TO BE VIOLATED: _____

DATE OF VIOLATION: _____

DISPOSITION: _____

DATE OF STEP I HEARING: _____

DISPOSITION: _____

APPEAL TO STEP II DELIVERED: DATE: _____

SIGNED FOR THE BOARD OF EDUCATION: _____

SIGNED FOR SLEA: _____

**SOUTHWEST LICKING EDUCATION ASSOCIATION
FORMAL WRITTEN GRIEVANCE
STEP II**

NAME OF GRIEVANT _____ DATE _____

SIGNATURE OF GRIEVANT: _____

ARTICLE(S) ALLEGED TO BE VIOLATED: _____

DATE OF VIOLATION: _____

DISPOSITION: _____

DATE OF STEP II HEARING: _____

DISPOSITION: _____

APPEAL TO STEP III DELIVERED: DATE: _____

SIGNED FOR THE BOARD OF EDUCATION: _____

SIGNED FOR SLEA: _____

**SOUTHWEST LICKING EDUCATION ASSOCIATION
FORMAL WRITTEN GRIEVANCE
STEP III**

NAME OF GRIEVANT _____ DATE _____

SIGNATURE OF GRIEVANT: _____

ARTICLE(S) ALLEGED TO BE VIOLATED: _____

DATE OF VIOLATION: _____

DATE OF STEP III HEARING: _____

DISPOSITION: _____

APPEAL TO STEP IV DELIVERED: DATE: _____

SIGNED FOR THE BOARD OF EDUCATION: _____

SIGNED FOR SLEA: _____