



13-CON-01-0953  
0953-01  
K30209  
12/09/2013

## **NEGOTIATIONS AGREEMENT**

**between the**

**SOUTHWEST LOCAL CLASSROOM TEACHERS' ASSOCIATION**

an affiliate of the

**OHIO EDUCATION ASSOCIATION**

and the

**NATIONAL EDUCATION ASSOCIATION**

and the

**SOUTHWEST LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**EFFECTIVE:**

**JUNE 1, 2013 THROUGH AUGUST 31, 2016**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>ARTICLE I: RECOGNITION</b>	
1.01 ASSOCIATION RECOGNITION	1
1.02 MANAGEMENT RIGHTS	1
1.03 PROOF OF ASSOCIATION REPRESENTATION	2
<b>ARTICLE II: NEGOTIATIONS</b>	
2.01 DEFINITIONS	3
2.02 NEGOTIATIONS PROCEDURE	3
2.03 IMPASSE PROCEDURE	4
<b>ARTICLE III: GRIEVANCE PROCEDURE</b>	
3.01 DEFINITIONS	6
3.02 GENERAL PROVISIONS	6
3.03 ASSOCIATION RIGHTS AND NON-RETALIATION	6
3.04 GRIEVANCE PROCESS	7
3.05 GENERAL POLICIES	8
<b>ARTICLE IV: TEACHER EVALUATION PROCESS</b>	
4.01 BACKGROUND OF TWO YEAR PROCESS	9
4.02 PHILOSOPHY	9
4.03 GOALS	10
4.04 FORMATIVE EVALUATION PROCESS	10
4.05 FORMATIVE FORMS	12
4.06 SUMMATIVE EVALUATION PROCESS	12
4.07 FORMS V AND VI	15
4.08 FREQUENCY OF OBSERVATIONS	15
<b>ARTICLE V: ASSOCIATION RIGHTS</b>	
5.01 USE OF INTER-SCHOOL MAIL SYSTEM	17
5.02 BULLETIN BOARDS	17
5.03 USE OF SCHOOL BUILDINGS, EQUIPMENT AND FACILITIES	17
5.04 BOARD AGENDAS AND MINUTES	17
5.05 ASSOCIATION LEAVE	17
5.06 ACCESS	17
5.07 STAFF DIRECTORY	18
5.08 FINANCIAL DOCUMENTS	18
5.09 PUBLIC ADDRESS SYSTEM	18
5.10 ASSOCIATION MEETING	18
5.11 NOTICE OF BOARD MEETINGS	18
5.12 GENERAL ADDRESS AT BOARD MEETINGS	18
5.13 DISTRICT POLICY	18
<b>ARTICLE VI: TEACHER RIGHTS</b>	
6.01 TERMINATION	19
6.02 NONRENEWAL AND SUSPENSION	20
6.03 PERSONNEL RECORDS	22
6.04 VACANCIES, PROMOTIONS AND TRANSFERS	23
6.05 STUDENT TEACHER	24
6.06 COMPLAINTS ABOUT MATERIALS	24
6.07 COMPLAINTS ABOUT TEACHERS	26
6.08 INDIVIDUAL TEACHING CONTRACT	26
6.09 SALARY NOTICE	
26	
6.10 NOTICE OF CLASS ASSIGNMENT	26
6.11 MEDICAL SUPPORT SERVICES AND PROCEDURES	26

6.12	REHIRING OF RETIREES	26
6.13	SPECIAL EDUCATION	27
6.14	PROFESSIONAL DEVELOPMENT	28
6.15	SCHOOL EVENT ATTENDANCE	28
6.16	NO REPRISAL	28
<b>ARTICLE VII: COMMITTEES</b>		
7.01	BUILDING ADVISORY COMMITTEE	29
7.02	DISTRICT ADVISORY COMMITTEE	29
7.03	BOARD-INITIATED COMMITTEES	30
7.04	SELECTION OF ADMINISTRATORS	30
<b>ARTICLE VIII: SCHOOL DAY</b>		
8.01	WORKDAY	31
8.02	FACULTY MEETINGS	31
8.03	DUTY-FREE LUNCH	31
8.04	INTERNAL SUBSTITUTION	31
8.05	NUMBER OF PREPARATIONS PER DAY	32
8.06	PLANNING PERIODS	32
8.07	TRAVELING TEACHERS	32
8.08	TEACHER AIDES	33
<b>ARTICLE IX: SCHOOL YEAR</b>		
9.01	IN-SERVICE AND RECORD DAYS	34
9.02	SCHOOL CALENDAR	34
9.03	PARENT-TEACHER CONFERENCES	34
9.04	REPORTING GRADES	34
9.05	DRUG-FREE WORKPLACE	35
9.06	SEXUAL HARASSMENT	35
<b>ARTICLE X: LEAVES</b>		
10.01	ASSAULT LEAVE	40
10.02	PERSONAL LEAVE	40
10.03	SICK LEAVE	41
10.04	COURT APPEARANCE AND JURY DUTY	42
10.05	PARENTAL LEAVE	42
10.06	HEALTH LEAVE	43
10.07	UNPAID LEAVE	43
10.08	ATTENDANCE INCENTIVE	44
<b>ARTICLE XI: SALARY AND FRINGE BENEFITS</b>		
11.01	HALF-TIME TEACHERS	45
11.02	SPECIAL EDUCATION CLASSROOM TUTORS	45
11.03	BASE PAY	45
11.04	INDEX	45
11.05	TRAINING PLACEMENT	45
11.06	SALARY SCHEDULE AND INDEX	46
11.07	EXPERIENCE CREDIT	50
11.08	SUPPLEMENTAL SALARIES	50
11.09	PERCENTAGE LEVELS – SUPPLEMENTAL SALARIES	55
11.10	PAY PLANS	56
11.11	PAYROLL DEDUCTIONS	56
11.12	SECTION 125 PLAN	57
11.13	GROUP TERM LIFE INSURANCE	57
11.14	TEACHER LIABILITY PROTECTION	57
11.15	HOSPITALIZATION	57
11.16	DENTAL PLAN	57
11.17	CURRICULUM COMMITTEES	58

11.18	SEVERANCE PAY	58	
11.19	RETIREMENT ASSISTANCE PROGRAM	58	
11.20	BUY OUT PROGRAM	60	
11.21	EDUCATIONAL PREROGATIVE	60	
11.22	SAFETY	60	
11.23	BACKGROUND CHECK	61	
<b>ARTICLE XII: CONCLUSION</b>			
12.01	CONTRARY TO LAW	62	
12.02	DURATION OF AGREEMENT	62	
12.03	LIMITED RIGHT TO STRIKE	62	
	SIGNATURE PAGE	62	
<b>APPENDICES</b>			
A-1	GRIEVANCE FORM – STEP TWO	63	
A-2	GRIEVANCE FORM – STEP THREE	64	
A-3	GRIEVANCE FORM – STEP FOUR	65	
A-4	GRIEVANCE FORM – STEP FIVE	66	
67	B-1	TEACHER EVALUATION – FORM I	
	B-2	TEACHER EVALUATION – FORM II	68
	B-3	TEACHER EVALUATION – FORM III	69
	B-4	SUMMATIVE TEACHER EVALUATION RECORD – FORM IV	70
	B-5	TEACHER EVALUATION – FORM V	73
	B-6	TEACHER EVALUATION – FORM VI	74
	C	NOTICE AS TO TEACHER'S SALARY	75
	D	PERSONAL LEAVE	76
	E	APPLICATION FOR SICK LEAVE	77
	F	CITIZEN'S REQUEST FOR RECONSIDERATION OF MATERIAL	78
	G	CERTIFIED UNPAID LEAVE	79

**ARTICLE I:**  
**RECOGNITION**

**1.01      ASSOCIATION RECOGNITION**

The Southwest Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Southwest Local Classroom Teachers Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional representative for all certificated employees who are under contract with this Board or on leave of absence, excluding substitute teachers and administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge teachers. For the 2013-2016 contract years, preschool teachers will be excluded from the bargaining unit.

**1.02      MANAGEMENT RIGHTS**

1.0201      All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

1.0202      The Board of Education shall have the right and responsibilities to:

- A.      Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B.      Direct, supervise, evaluate, or hire employees,
- C.      Maintain and improve the efficiency and effectiveness of governmental operations.
- D.      Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E.      Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F.      Determine the adequacy of the work force.
- G.      Determine the overall mission of the employer as a unit of government.
- H.      Effectively manage the work force.
- I.      Take actions to carry out the mission of the public employer as a governmental unit.

1.0203      The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

**1.03      PROOF OF ASSOCIATION REPRESENTATION**

- 1.0301      The Board agrees to negotiate with and recognize the Association as the sole bargaining agent for the certificated staff as previously defined herein. At the request of the Board, which request shall not be made more than once in any one (1) calendar year, the Association shall verify in writing that it represents a majority of the certificated employees as defined herein and provide proof of that fact by presenting a copy of its active membership rolls indicating representation of more than fifty percent (50%) of the certificated staff as defined herein, to a representative designated by the Board. The Board will not make this request if the dues checkoff verifies majority representation. The Board's request shall be made between November 1 and November 10 of each year. The Association shall comply with said request within seven (7) days of its receipt of same.
- 1.0302      If the list of members submitted to the Board fails to include more than fifty percent (50%) of the employees eligible for membership in the bargaining unit, then the Board may request that a Bargaining Agent Election be conducted by the State Employment Relations Board (SERB). The results of the election as certified by SERB shall determine if the Association continues as the bargaining agent. The contract shall continue until the results of the election have been certified by SERB.
- 1.0303      If the Association is declared the bargaining agent, then the existing contract shall continue until its normal expiration date, and the Association shall continue to bargain for the teachers.
- 1.0304      The President of the Association shall have an additional planning period scheduled in his/her daily schedule for Association release time. The Association Release Time must be a minimum of thirty minutes if held by a member in an elementary building or equivalent to one class period if held by a member in the middle or high schools. If the office of President is transferred during the school year, the Board is not obligated to alter the existing building schedule for teachers. In the event of two or more members holding the office of President, the Board shall be obligated to provide Association Release Time for the member designated by the Association.

**ARTICLE II:**  
**NEGOTIATIONS**

**2.01**      **DEFINITIONS**

2.0101      Day: In the negotiations procedure section of this contract, the word "day" shall mean calendar day unless otherwise indicated.

2.0102      Party: "Party" when used herein shall mean the Association and/or the Board.

**2.02**      **NEGOTIATIONS PROCEDURE**

2.0201      No earlier than February 15 but no later than May 15 of the calendar year in which the contract expires, the Association shall request a meeting with the Board or its representatives. This meeting shall be scheduled not more than ten (10) calendar days following receipt of the request at a time mutually agreeable, unless a later date is mutually agreeable. At this meeting the Association and the Board shall exchange proposals, comprehensively written; negotiations shall be limited to salaries, fringe benefits, other matters of compensation, leaves, working conditions and such other matters as are related to the welfare of teachers. Thereafter, additional related proposals, counterproposals, and amendments may be submitted during the course of negotiations. From the date of this first meeting, a period of forty-five (45) calendar days shall be considered the normal period for negotiations, which period may be extended by mutual agreement. At the end of the forty-five (45) day period, either the Association or the Board shall be entitled to invoke the impasse procedure.

2.0202      Both parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Association and the Board, unless otherwise provided for within this contract.

2.0203      All meetings shall be in executive session, at a time and place mutually agreeable to both parties. Teacher members of the Association's negotiations' team shall be provided professional release time, not to exceed three (3) full days, for the purpose of negotiations' sessions. While negotiations are in progress:

- A.      The chairperson of either team may recess his/her group for an independent caucus.
- B.      No action to coerce or censor or penalize any negotiations participant shall be made or implied on either side.
- C.      As tentative agreements are reached, they shall be reduced to writing, initialed by both chairpersons, and set aside. Such initialing shall not be considered binding nor as a final agreement by the parties and may be withdrawn by either party.
- D.      While no final agreements shall be executed without ratification by the Association, and subsequent adoption by the Board, the parties mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.
- E.      Both parties shall negotiate in "good faith." "Good faith" is the obligation of the parties to meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, and proposals and counterproposals in a sincere effort to reach

mutual understanding and agreement. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons; however, such obligation shall not require either party to change its proposal on any matter being negotiated. Good faith requires all parties to recognize negotiations as a shared process.

- 2.0204 When negotiations have been concluded, the agreement shall be reduced to writing and signed by both chairpersons. The negotiated contract shall be presented to the Association within twenty (20) workdays of the final negotiations session for ratification. Upon ratification by the Association, written notice shall be sent by the Association to the Board. At that time, the negotiated contract shall be placed on the agenda of the next regularly scheduled meeting of the Board for ratification. Upon adoption by the Board, the negotiated contract shall replace and supersede any and all previously negotiated contracts between the Association and the Board and any Board policies with which it may be in conflict.

### **2.03 IMPASSE PROCEDURE**

- 2.0301 If an agreement is not reached within forty-five (45) calendar days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists.

2.0302 Selection of a Mediator

When either team calls for the selection of a mediator, he/she may be selected by agreement between the parties. If no agreement on the mediator is reached within five (5) calendar days after the call for mediation, the party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The individual selected to be the mediator shall not reside within the Southwest Local School District.

2.0303 Meetings

The mediator shall meet with both parties forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, publicly make findings of fact or recommend terms of settlement.

2.0304 Duration of Mediation

- A. In the event that agreement cannot be obtained on all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issue and submit them to ratification procedures as hereinbefore described.
- B. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service to assist in negotiations.

- C. Mediation shall last for thirty (30) calendar days from the parties' first meeting with the mediator. If no agreement is reached during the mediation period, the impasse procedures shall be deemed completed and an ultimate impasse shall exist.
  
- D. The Association and the Board agree that this impasse procedure constitutes the parties' entire mutually agreed upon dispute settlement procedure and replaces the statutory impasse procedures of 4117. O.R.C., except the Association maintains its statutory right to strike.

**ARTICLE III:  
GRIEVANCE PROCEDURE**

**3.01        DEFINITIONS**

- 3.0101        A "grievant" shall be an individual teacher, group of teachers, or, in situations concerning rights secured by the Association in the Negotiations Agreement, the Association.
- 3.0102        A "grievance" shall be defined as an alleged misinterpretation and/or misapplication of any of the provisions of the negotiated agreement.
- 3.0103        The term "day" in this procedure shall mean:
- A.        A school day of the regular school year, excluding Saturdays, Sundays, and legal or school holidays; or,
  - B.        Any day outside the regular school year, excluding Saturdays, Sundays, and legal holidays.

**3.02        GENERAL PROVISIONS**

- 3.0201        Time limits provided herein shall be adhered to strictly as maximums to insure rapid resolution of the grievances. Time limits may be extended only by mutual agreement of the parties in writing. It is the obligation of the grievant to pursue his/her remedy with diligence. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response or resolution made at the last step of the grievance procedure. A failure on the part of the principal, the Superintendent, or the Board, or by any party acting on their behalf for the purpose of adjusting grievances, to respond within the prescribed time limits shall be deemed to be denial of the grievance allowing the grievant to take the grievance to the next step of the grievance procedure.
- 3.0202        Both parties agree that grievances shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records. A grievant may be accompanied at any step by a representative of the Association and/or his/her legal counsel. Witnesses, affidavits, documentation or other evidence may be presented at Step Three and any succeeding steps. All grievances must be endorsed by the Association.

**3.03        ASSOCIATION RIGHTS AND NON-RETALIATION**

- 3.0301        Matters dealing with alleged violations of Association rights shall be initiated at Step Three.
- 3.0302        No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any member of the Association by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**3.04**      **GRIEVANCE PROCESS**

The following procedure shall be followed in all attempts to resolve a grievance. Each successive step shall be followed only if the grievant is dissatisfied with the disposition at the previous step.

3.0401      Step One - Informal

Within ten (10) days after an event or occurrence which the Association, an individual teacher, or a group of teachers considers a grievance, the grievant and a representative(s) of the Association shall discuss the problem with the grievant's immediate supervisor or building principal, and said supervisor or building principal shall reply to the grievant with reference to the grievance within five (5) days. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Three.

3.0402      Step Two - Formal

Within five (5) days after the grievant receives an answer as provided in Step One, or if no response is received within five (5) days, the grievant shall have the option within twenty-five (25) days of the occurrence to file a formal written grievance on a Grievance Form (Appendix A) with the building principal. Within five (5) days after receipt of the written grievance, the principal shall meet with the Association. Within five (5) days after the meeting, a written statement of the action taken and the reasons therefore shall be sent to the Association and added to the Grievance Form.

3.0403      Step Three - Superintendent

Within five (5) days of the receipt of the written response of the action as provided in Step Two, the grievant, at his/her option, shall continue the grievance to the Superintendent or his/her designee. Within five (5) days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and the principal involved. Within five (5) days of the meeting, the Superintendent or his/her designee shall take action on the grievance, reporting the action and reasons for it to the Association and the Principal and adding his/her disposition to the Grievance Report.

3.0404      Step Four - Board

- A. The grievant may appeal the decision at Step Three of the grievance procedure to the Board if he/she files a written notice of appeal within five (5) days of the receipt of the written decision at Step Three of the grievance procedure. This written notice of appeal shall be filed with the Treasurer of the Board. Failure to file this written appeal within the time provided herein shall constitute a waiver of the right to appeal the grievance to Step Four of the grievance procedure and thereafter.
- B. If the Board wishes to hear the grievance, it shall schedule a grievance hearing within ten (10) days of the receipt of the notice of appeal. However, if the Board elects not to hear the grievance, it shall notify the grievant of that fact within the ten (10) day period and the grievant shall be entitled to move the grievance to Step Five of the grievance procedure.
- C. If the Board elects to hear the grievance, the Board shall render a decision on the grievance at its next regularly scheduled meeting following the Board grievance hearing, provided, however, that the Board shall render such decision within twenty-five (25) days from the Board grievance hearing regardless of when its next regularly scheduled meeting may occur.

3.0405 Step Five - Binding Arbitration

- A. If the Association is not satisfied with the decision of the Board, it may request that the decision of the Board of Education be submitted to binding arbitration as provided herein. Such a request shall be made in writing and filed with the Treasurer of the Board no later than five (5) school days after the date of the receipt of the decision of the Board by the Association. If, within ten (10) days of the request to arbitrate, the Board and the Association are unable to mutually agree upon an arbitrator, they shall jointly request the American Arbitration Association to submit a list of arbitrators containing nine (9) names. Within five (5) days from the receipt of said list from the AAA containing nine (9) names, the Board of Education and the Association shall select an arbitrator in accordance with the AAA rules except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the AAA, an additional list or lists will be requested.
- B. The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time and location of the hearing.
- C. The arbitrator's written decision shall be binding on the Board and the Association. The costs of the arbitrator shall be shared equally by the Board and the Association.
- D. Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to arbitration.

**3.05 GENERAL POLICIES**

- 3.0501 Any grievance may be withdrawn at any step without prejudice. Records of grievances shall be kept by the Treasurer of the Board. Each grievance shall be recorded on a Grievance Form (see Appendix A). Grievance forms shall be printed by the Board. Forms will be available in the office of every school, and will be kept in an area accessible for all teachers without request to their administrator.
- 3.0502 No teacher may be represented by any teacher organization other than the Association in any grievance initiated pursuant to this Agreement. No teacher will be denied the right to Association representation and Association counsel at any time. Should any meeting or hearing required by the General Provisions be scheduled during the teaching day, the grievant(s) and his/her Association representative(s) shall be released without loss of pay or benefits.
- 3.0503 Selection of an arbitrator shall be from the American Arbitration Association.

**ARTICLE IV:**  
**TEACHER EVALUATION PROCESS**

**4.01**      **BACKGROUND OF TWO YEAR PROCESS**

- 4.0101      A committee of teachers and administrators of the Southwest Local School District collaboratively developed the following evaluation process in response to negative reactions to the previously established procedure. The established procedure grew out of a need to provide fairness and due process primarily for the teachers considered "at risk" contractually. It was understandable then, that the procedure was perceived negatively. The following criteria guided the committee's deliberations.
- 4.0102      First, the evaluation should be positive by focusing on the improvement of instruction. Second, communication between teacher and principal should be enhanced; it should be two-way, cooperative, and promote a spirit of trust. Finally, the procedure developed should be simplified as much as possible.
- 4.0103      The revised evaluation procedure uses a two-tier approach. Every teacher would begin the year using a FORMATIVE procedure. This would be a new and very different approach to evaluation, one that incorporates the above-stated goals and that is more informal. The teacher and principal will meet at the beginning of the year and mutually establish several goals to focus on. They will have a conference before and after each observation to discuss the teacher's success in reaching these goals. A post-conference written record will be confidential, only between the teacher and the principal and not part of the teacher's District file. These procedures and provisions are designed to encourage open communication between teacher and principal. The Superintendent may review the teacher's file at the building level.
- 4.0104      When the principal thinks that it is necessary to establish an overall picture of the teacher's performance, he/she may switch to a SUMMATIVE approach, thus retaining the due process rights now established, but with revised performance criteria and evaluative standards and provision for a post-observation conference to precede the written "summation."
- 4.0105      This two-tier approach to evaluation should maximize principal effectiveness in working with teachers and minimize threatening aspects of evaluation. It is intended to result in a spirit of trust and cooperation between teacher and principal in working together for the improvement of instruction.
- 4.0106      It is the expressed intent of both parties that Article IV of this Contract supersedes the mandates of O.R.C. 3319.111.

**4.02**      **PHILOSOPHY**

The Board, administration, and staff are committed to the continuation of the District's strong educational program. An effective teacher evaluation program that focuses on the improvement of instruction is an important component of the instructional program. The process should be continuous and constructive and should take place in an atmosphere of mutual trust and respect. The process should be a cooperative effort on the part of the evaluator and the teacher. It should encourage productive dialogue between staff and supervisors and promote professional growth. The evaluation should provide for fairness and promote positive teaching and learning.

**4.03**      **GOALS**

- 4.0301      To improve instruction in the Southwest Schools.
- 4.0302      To encourage continuous dialogue between principal and teacher.
- 4.0303      To promote a spirit of trust between teachers and principals.
- 4.0304      To focus evaluation on issues dealing with teaching and learning and promote discussion of positive learning techniques.
- 4.0305      To encourage the personal and professional development of teachers and principals.
- 4.0306      To promote the active involvement of the teacher as well as the principal in the evaluation process.

The teacher and principal shall meet at the beginning of the year and establish one goal to focus on Best Practices. This Best Practice goal shall be mutually chosen by the teacher and evaluator from an enumerated and defined list of Best Practices mutually established by a committee of five (5) teachers two (2) appointed by the Association president and three (3) mutually agreed upon by the Superintendent and Association President and two (2) administrators appointed by the Superintendent. Members of the Development of Best Practice Committee shall be compensated at the current curriculum rate per hour of working on the committee.

These Best Practices shall be developed and shared prior to August 15<sup>th</sup> and attached to this agreement at that time. The Best Practices Committee will meet and update the list annually.

**4.04**      **FORMATIVE EVALUATION PROCESS**

4.0401      Definition

A collaborative process between teacher and evaluator that has as its purpose the improvement of instruction. Communication, mutual goal setting and pre/post-conferencing are utilized to provide an atmosphere where the individuality of each teacher is considered.

4.0402      Steps/Procedure

A.      *Mutual Goal Setting*

1.      A conference between each teacher and evaluator shall be held prior to October 1 of the school year. At this conference no more than three (3) long-term goals shall be formed. One (1) goal shall be mutually chosen from the enumerated and defined list of Best Practices.
2.      Goals may reflect innovation or change in teaching technique, maintenance of what is being done well, or improvement in a special area of teaching. At this conference, attention is also given to the method of measuring to what degree goals are attained. The evaluator will reduce to writing both the goals and the methods of measurement using Form I. Both parties shall sign Form I indicating agreement or acknowledgement. The original Form I shall be maintained in evaluator's file with copy going to the teacher.

B. *Pre-Observation Conference*

Prior to each observation cycle (a single observation or series of observations culminating in a written Form II), a conference is held between the teacher and evaluator to discuss the specific lesson(s), its objectives and any pertinent circumstances. At this conference, the evaluator may specify any administrative expectations. The schedule and length of classroom visitations shall be mutually determined by the characteristics of the goals.

C. *Observations*

Observations may be announced or unannounced as determined by the mutual goals and may vary in length and frequency.

D. *Post-Observation Conference*

1. Following each observation cycle, a conference is held between the teacher and evaluator to share data regarding the observation. At this conference, the teacher and evaluator mutually analyze the observation to determine (based on methods of measurement previously agreed to) the amount of progress toward goal attainment. As a result of this interaction, the following may occur:

- a. Continuation of existing goals.
- b. Redirection: This could be in the form of adjustments to existing goals and/or the method of measuring the goals. It may also be in the form of addition to or deletion of goals. (Note: Any goal revision shall be dated and documented on Form I and be appraised on subsequent evaluations only.) Also evaluators may facilitate helpful interaction between teachers (e.g., mentor teachers).
- c. Change of mode (formative to summative).

2. Evaluators will reduce to writing the collaborative summary of the observation and the mode of subsequent appraisal on Form II. Both parties shall sign Form II indicating knowledge of information. Form II shall be maintained in evaluator's file with copy going to teacher.

E. *Goals For the Following Year*

Information gained from the formative process may be used to establish goals for the following school year. The Best Practice goal may be continued for consecutive years when it remains on the list developed by the Best Practices Committee. Goal setting shall occur at the beginning of the next school year but prior to October 1.

4.0403 Traveling Teachers

The evaluation process for traveling teachers shall follow all of the same procedures, including, the limit on the number of goals and observations, as outlined in this Agreement. However, the process may include goals specific to each school and/or position of the traveling teacher.

**4.05**      **FORMATIVE FORMS**

4.0501      Form I

- A.      Form I will include date, goals and means of measurement established at a mutual goal setting conference. If agreement on goals is not collaboratively reached, the principal will establish goals for the school year.
- B.      Form I will be signed by evaluator and teacher.
- C.      Form I will be filed in evaluator's file, copy to teacher.

4.0502      Form II

- A.      Form II will include collaborative summary of observation and indication of next mode of evaluation (formative or summative).
- B.      Form II will be signed by evaluator and teacher. Signatures indicate knowledge of information, not necessarily agreement.
- C.      Form II will be filed in evaluator's file, copy to teacher.

4.0503      Form III

- A.      A Form III will be filled out at the completion of each evaluation cycle.
- B.      Form III will include the collaborative summary of the formative appraisal process, future goals/recommendations, and future contract recommendations. A teacher who remains in the formative mode will receive a recommendation for a limited teaching contract (unless eligible and recommended for a continuing contract).
- C.      Form III will be signed by evaluator and teacher. Signatures indicate completion of the process, but not necessarily agreement.
- D.      Form III will be filed with Superintendent, copies to evaluator and teacher.

**4.06**      **SUMMATIVE EVALUATION PROCESS**

4.0601      Evaluations

Summative evaluations are to be used to provide for a more structured evaluation process. The change from the formative evaluation to the summative evaluation will occur when the evaluator determines that:

- A.      The teacher has weakness(es) in one or more areas outside formative goals.
- B.      Formative goal(s) not progressing satisfactorily.
- C.      Teacher is meeting goals but may want more structured process.

NOTE:      A change to the summative mode for traveling teachers will apply in each building and all assignments.

4.0602 Evaluation Process

When a completed Form II notes a change from the formative to the summative mode, the evaluator will review the summative process with the teacher.

4.0603 Guidelines for the Summative Evaluation Process

No teacher shall be evaluated except as stated in the Evaluation Process. All observations of the performance of each teacher shall be conducted openly and with the full knowledge of that teacher. Each observation by the evaluator(s) shall be for no less than twenty (20) consecutive minutes and for no more than sixty (60) consecutive minutes. Except for librarians, nurses, counselors, and teachers involved in work-study programs, each evaluation shall be based on and limited to two (2) or three (3) classroom observations. The evaluation of librarians, nurses, counselors, and teachers involved in work-study programs shall be based on their job descriptions.

4.0604 Evaluators

- A. Principals will start each year with the formative process for each teacher since the philosophy of the District is to foster education growth through evaluation.
- B. A teacher shall be evaluated only by his/her building principal(s), and/or assistant principal(s), except when other District administrators, and/or consultants, are requested to observe and/or evaluate the teacher. The latter may occur only under the following conditions:
  - 1. Upon written request by that teacher to his/her building principal, with written reason(s) given for the request; and/or
  - 2. Upon the building principal's written request to the Superintendent for a specific evaluator, with a copy given to the teacher, with written reason(s) given for the request. Each teacher who is a traveling teacher will have his/her performance evaluated by at least two (2) of his/her building principals each school year.

4.0605 Evaluation Schedule

- A. The evaluation process may move from Formative to Summative at any time prior to April 1.
- B. Each observation shall occur no less than ten (10) school days after the preceding observation except by request of the teacher. However, observations shall not occur during the two (2) days before the winter (Christmas) vacation, and during the first day of the second quarter.

4.0606 Post-Observation Conference

- A. An evaluation conference involving both the teacher and the evaluator(s) shall take place within three (3) workdays after each observation or the next day following the third day the evaluator and the teacher are both in the building. The tentative Summative Teacher Evaluation Form IV shall be discussed at the conference. The completed Form IV will be given to the teacher within the two (2) workdays of the Post-Observation Conference.

- B. In addition to the original, two (2) copies of the evaluation documents of each teacher will be made. The teacher shall immediately sign and return two (2) copies of the appraisal to the evaluator, who then shall place the original in that teacher's personnel file located at the Board office and a copy in the principal's confidential file of that teacher. The teacher's signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by that teacher. The failure of the teacher to sign does not change the status of the observation.
- C. If, on Teacher Evaluation Form IV, the Marginal or Unsatisfactory column is checked, the evaluator shall attach specific reasons for each category so checked. Included shall be suggested recommendations and techniques for improvement. If the specific recommendations and techniques for improvement and definite positive assistance include the use of classroom materials which are exclusive of the materials currently available in any District teacher's possession, the District shall bear the cost of said classroom materials.

4.0607 Final Appraisal and Recommendation

In the school year in which a teacher's contract is renewable, he/she must receive one (1) or two (2), depending on the option, Form III(s). The first Form III must be written and provided to the teacher no later than February 10. The teacher must receive the final evaluation and final recommendation on Form III from his/her building principal(s) at least ten (10) days before the Board takes action on the contract status of that teacher and no later than April 10. The teacher shall immediately sign and return two (2) copies of Form III to the evaluator. Form III shall reflect only information included in Form IV's and Forms V and VI as subsequently defined.

4.0608 Attachments to Evaluation Documents

Each teacher appraised may submit comments for attachment to the evaluator documents of that teacher. Except for recommendations of non-renewal and termination, such data shall be submitted within twenty (20) workdays of receipt of the evaluation and attached to the original and building principal's copy of the teacher's evaluation by the building principal or his/her designee within two (2) workdays after his/her receipt of the teacher's data.

4.0609 Continuing Contract

- A. The teacher eligible for a continuing contract must notify in writing their evaluating administrator (principal) by October 1st of the school year they are requesting consideration for continuing contract status.
- B. Teachers on continuing contract may be evaluated up to and including May 1 of the school year.

4.0610 Eligibility for Continuing Contract

Eligibility for continuing contract shall be based upon state law.

Current state law reads that to be eligible for a continuing contract, a teacher:

- A. Must have been employed by the district for three (3) of the last five (5) years – or two (2) years if he/she has previously obtained continuing contract elsewhere – and

- B. Must have either:
1. a professional, permanent, or life certificate
  2. a professional educator license and,
    - a. If a Masters Degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license or,
    - b. If no Masters Degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

**4.07      FORMS V AND VI**

- 4.0701      If a problem occurs outside the classroom observation, the administrator(s) may give the teacher Evaluation Form V. This form should be given to the teacher within ten (10) days of the administrator becoming aware of the problem. Form V will be placed in the principal's confidential file of said teacher after being signed by the administrator and teacher. The teacher will receive at the same time the only copy of Form V.
- 4.0702      If the problem reoccurs, then a Form VI may be given to the teacher. An original and (2) copies of Form VI will be made: The original copy for the principal's file, a copy for the District Office file, and a 2nd copy for the teacher.
- 4.0703      Any Form V concerning situations that may affect the nonrenewal or termination of the teacher's contract, and any Form VI may be referred to in succeeding evaluations (Evaluation Form III). Since problems that may affect the nonrenewal or termination of the teacher's contract may be referred to in subsequent Form III's, Forms V and VI will be removed from the teacher's personnel file within twenty-four (24) months.

**4.08      FREQUENCY OF OBSERVATIONS**

4.0801	<u>Teachers New to District*</u> (Minimum of 4 observations)	<u>Formative</u>	<u>Summative</u>
	Expectation	4	0
	Principal's option	2	2
	Principal's option	3	1
	Principal's option	3	2
	Principal/Teacher's option	2	3

AREAS OF CONCERN MAY BECOME FUTURE GOALS.

(\*All new teachers to Southwest Local Schools include those with previous teaching experience as well as those without teaching experience.)

4.0802	<u>Teachers Not Up for Contract</u> (Minimum of 1 observation)	<u>Formative</u>	<u>Summative</u>
	Expectation	2	0
	Principal's option	1	0
	Principal's option	1	1
	Teacher's option	1	2

AREAS OF CONCERN MAY BECOME FUTURE GOALS.

4.0803	<u>Teacher Up for Contract</u> <u>(Minimum of 1 observation)</u>	<u>Formative</u>	<u>Summative</u>
	Expectation	2	0
	Principal's option	1	2
	Principal/Teacher's option	2	3

AREAS OF CONCERN MAY BECOME FUTURE GOALS.

4.0804	<u>Continuing Contract Teachers</u> <u>(Minimum of 1 observation)</u>	<u>Formative</u>	<u>Summative</u>
	Expectation	2	0
	Principal's option	1	0
	Principal's option	1	1
	Teacher's option	1	2

AREAS OF CONCERN MAY BECOME FUTURE GOALS.

**ARTICLE V:**  
**ASSOCIATION RIGHTS**

**5.01      USE OF INTER-SCHOOL MAIL SYSTEM**

The Association shall be allowed the use of the inter-school mail system, including mailboxes and electronic communication. A copy of all school-wide communications shall be provided the building principal of that school. A copy of all multiple-building communications shall be provided to the Superintendent and to the building principals.

**5.02      BULLETIN BOARDS**

The Association may post materials on bulletin boards in staff lounges, provided all items are identified as Association communications. Association members will not put Association materials, stickers, etc. on doors or in classrooms, without prior approval.

**5.03      USE OF SCHOOL BUILDINGS, EQUIPMENT AND FACILITIES**

The Association shall be allowed the use of all school buildings, equipment, and facilities for Association business, provided that such use does not conflict with school business and is in accordance with customary school practices. All consumable materials used with the equipment shall be provided by the Association. Requests for meetings shall be made twenty-four (24) hours in advance to the building principal. Requests for use after 6:00 p.m. or on non-school days will conform with Board policy.

**5.04      BOARD AGENDAS AND MINUTES**

The Association shall be provided, free of charge, at the same time that they are distributed to Board members, all agendas and minutes.

**5.05      ASSOCIATION LEAVE**

The Association shall be provided a maximum of ten (10) days of leave with pay (Association Leave) per school year to Association members elected or appointed to represent the Association. Absence by Association members shall be permitted in excess of ten (10) days per school year, with a limit of fifteen (15) additional days, provided the Association reimburses the Board for the cost of the substitute(s) when the absence of those members is cause for the use of a substitute teacher(s). All applications for Association Leave must be made in writing by the Association President at least one (1) week before the day requested.

**5.06      ACCESS**

Representatives or agents of the Association may transact official business on school property and may visit schools before, during, and after the school day, provided that this shall not interfere with or interrupt normal school operations. Representatives leaving their assigned school(s) must inform their building principal or his/her designee and shall report their presence to the building principal or his/her designee at the school visited, in keeping with the provisions of building policy and the Ohio Revised Code (unless such person is an employee of the Board assigned to or scheduled to such building at such time).

**5.07      STAFF DIRECTORY**

The Association shall, upon request, be provided the names, addresses, telephone numbers, and school assignments of the teaching staff. Any changes in teacher personal information shall be forwarded to the Association treasurer within thirty (30) days of notification to the Board treasurer.

**5.08      FINANCIAL DOCUMENTS**

The Association shall, upon request, be provided free of charge, copies of all financial documents prepared by the School District, Hamilton County, or the State of Ohio.

**5.09      PUBLIC ADDRESS SYSTEM**

The Association shall have the right to have public address system announcements made of all Association meetings and other scheduled events. The Association shall have the right to make announcements at building, grade-level, and all staff meetings, if previous arrangements have been made with the principal.

**5.10      ASSOCIATION MEETING**

On the pre-school in-service day, the Board shall leave at least one-half (1/2) hour of unscheduled time, immediately prior to and exclusive of the lunch break, during which the Association may schedule a meeting.

**5.11      NOTICE OF BOARD MEETINGS**

The Association President or his/her designee shall be notified of all meetings of the Board at least forty-eight (48) hours in advance of said meetings.

**5.12      GENERAL ADDRESS AT BOARD MEETINGS**

The Association may speak to teacher concerns during the general public section of the agenda of any Board meeting.

**5.13      RIGHT TO REPRESENTATION**

Any teacher who reasonably believes that a meeting with a district administrator may lead to discipline shall be entitled to representation at that meeting.

**5.13      DISTRICT POLICY**

The Southwest Local Schools Board of Education shall provide a copy of its current bylaws and policies to each SLCTA building representative.

**ARTICLE VI:**  
**TEACHER RIGHTS**

**6.01      DISCIPLINARY ACTION**

Except in serious situations where progressive discipline is not appropriate, the following discipline procedure will be followed:

- 6.0101      First Violation--A verbal reprimand will be issued. Written confirmation of the verbal reprimand will be placed in the personnel file of the employee.
- 6.0102      Second Violation--A written reprimand will be issued.
- 6.0103      Third Violation--A suspension from duties without pay by the Superintendent or Superintendent's designee for up to a maximum of ten (10) workdays.
- 6.0104      Serious situations or repeat violations may result in termination pursuant to the procedures of Section 3319.16 of the Ohio Revised Code. Terminations are not subject to the grievance procedure.

This provision shall not prevent a Board from exercising its right to non-renew a limited contract of a teacher.

**6.02      NONRENEWAL AND SUSPENSION**

6.0201      Reduction in Professional Staff Work Force

When for any reason the Board determines it necessary to reduce the number of certificated staff positions, the following procedures shall apply:

- A.      To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.
- B.      Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:
  - 1.      Staff reductions by suspension of teachers' contracts shall be effected by giving preference to teachers on continuing contracts over teachers holding limited contracts.
  - 2.      All teachers will be placed on a seniority list for each area of certification / licensure, grade level or assignment, whichever is applicable. Seniority is defined as the continuous length of service in the District schools. Seniority will not be interrupted by authorized leaves of absence, but any leave of absence will not count towards seniority time. The Board of Education shall provide the Association president with a seniority list on or before November 1 of each academic year. The administration shall compile the list for each subsequent year. Any errors in the seniority list shall be brought to the attention of the Board of Education and corrected.
  - 3.      Reductions in any area of certification / licensure, grade level or

assignment, whichever is applicable, shall be made from the bottom of the seniority list for each area of certification / licensure, grade level or assignment. A reduced teacher may displace the least senior teacher with the same certification / licensure who is assigned to a position for which the reduced teacher is certified / licensed to teach. If the reduced teacher is unable to displace another teacher with the same certificate, and the reduced teacher has another certificate / license, then the reduced teacher may displace the least senior person in the other area of certification who is assigned to a position for which the reduced teacher is certified / licensed to teach.

4. If two (2) or more teachers whose contracts are being suspended have the same length of service, seniority will be determined by:
  - a. The date of the Board meeting at which the teacher was hired, and then by;
  - b. The date the teacher signed his/her initial limited contract in the District;
  - c. The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board of Education, if the date is available;
  - d. If any ties remain after (a), (b), and (c), they will be broken by lot.
- C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:
  1. No new teachers will be employed by the Board while there are teachers on the recall list (see B[1]).
  2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.
  3. If a vacancy occurs, the Board will send a certified letter to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the District office within five (5) calendar days of receipt of the certified letter. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within five (5) calendar days, or who declines to accept the position, will forfeit all recall rights.
  4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
  5. A teacher on the recall list who accepts employment with another school district or in private sector during the recall period has not waived his/her right to employment within the District should an opening occur.
- D. The Association shall be notified of the reduction in force thirty (30) days prior to the reduction in force being implemented.

- E. Individual teachers shall be notified twenty-five (25) days prior to reduction in force being implemented. The notification of the affected teacher shall take place in a meeting with the Association President and the Superintendent both present.
- F. The Board shall not implement voluntary or involuntary transfer to protect or expose teachers to reduction in force.

6.0202 Nonrenewals Based Upon the Appraisal Process

- A. The recommendation of a building principal that a teacher's regular contract be nonrenewed shall be limited to the appraisal process. Appraisals shall demonstrate evidence of a teacher's failure to improve his/her teaching performance in accordance with the appraiser's specific recommendations for improvement.
- B. Subsequent to the receipt of a principal's recommendation of nonrenewal (Appraisal Form #2), the teacher shall, upon written request of the teacher, submitted within three (3) days of receipt of the recommendation, be afforded a conference with the principal to discuss the reasons for his/her recommendation. Upon written request submitted at least three (3) days in advance of the Board meeting, together with any statements by the teacher and/or the Association, the teacher shall have the opportunity to be heard by the Board in executive session, prior to the Board's taking action on the Superintendent's recommendation of nonrenewal. The teacher shall be permitted Association representation in these conferences.
- C. This procedure shall replace the evaluation process as outlined in 3319.111 O.R.C.

6.0203 Nonrenewal for Reasons Outside the Appraisal Process

If the Superintendent contemplates recommending the nonrenewal of a teacher's regular contract for a reason(s) outside the appraisal process, the Superintendent or his/her designee shall meet with the teacher to discuss the reason(s) for this contemplated action. After this meeting, if the Superintendent intends to proceed with a recommendation for the nonrenewal of the teacher's contract, the Superintendent shall communicate the reason(s) in writing to the teacher. The reason(s) shall be valid. The Superintendent shall give the teacher the written reasons no later than one (1) week prior to the Board meeting at which the teacher's contract is being considered. Upon written request, submitted within three (3) days of this notification, the teacher shall have the opportunity to be heard by the Board in executive session prior to the Board's taking action on the Superintendent's recommendation of nonrenewal. The teacher shall at his/her request be accompanied by an Association representative at all of the aforementioned levels.

**6.03** **PERSONNEL RECORDS**

- 6.0301 A personnel file of each teacher shall be maintained at the Board office. This file shall be considered confidential and the only file of information pertaining to each teacher maintained at the Board office. In addition, the principal of each building may maintain a confidential file for each teacher assigned to his/her building. A traveling teacher's building file shall be kept at the building in which he/she spends the majority of his/her time.

- 6.0302 Material that may be maintained in the personnel file of each teacher at the Board office shall include:
- A. Application for employment, including references which shall be kept confidential.
  - B. Official transcript(s) of college credits showing the official records of the degree(s) granted.
  - C. Official certification records approved by the Ohio Department of Education.
  - D. Records of appraisal.
  - E. Records of employment including assigned duties, regular and supplemental, and years of service in the District and experience outside the District.
  - F. Required health tests.
- 6.0303 Each teacher shall have access to his/her personnel file(s) upon request at the Board office and/or at his/her school office between 8:00 a.m. and 4:30 p.m. or by appointment, if not scheduled to take place during those hours, Monday through Friday, exclusive of holidays. An administrative employee may be present during any inspection of the teacher's file(s). The teacher shall have the right to be accompanied by an Association representative during an inspection. Upon request, the teacher may receive a copy of any document in his/her file. The actual cost of making copies may be billed to the teacher.
- 6.0304 Members of the administration authorized to use the personnel files of a teacher shall be limited to the Superintendent and other administrators who are directly responsible for the appraisal of the individual teacher. All members of the Board of Education shall also have access to such files. Except as required by law, the confidential files of any teacher shall not be opened to the public or to any other person not authorized by that teacher.
- 6.0305 A teacher shall be notified by the Superintendent or the principal of the intent to place in his/her file material which reflects negatively upon the teacher or his/her performance in the District. Before placement in the file, the teacher shall have the opportunity to examine and to write a rebuttal if he/she desires. The Superintendent or principal and the teacher will sign said material to indicate acknowledgement. The teacher's signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher.
- 6.0306 Anonymous letters shall not be placed in a teacher's file(s).

**6.04 VACANCIES, PROMOTIONS, AND TRANSFERS**

6.0401 Requests for Transfer

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy with the Association. The letter shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be submitted once each year to assure active consideration by the Superintendent. Teachers who apply for a transfer shall be given preferential consideration for vacancies over new hires.

6.0402 Notification of Vacancies

- A. A vacancy occurring during the school year shall be posted, including an e-mail notice to all southwestschools.org accounts, and filled in accordance with 6.04 of the contract. The position shall be filled on a temporary basis for the remainder

of the school year if a current teacher expresses an interest in the position and the superintendent or designee determines it is appropriate to wait until the end of the year to consider the transfer.

- B. A vacancy shall be created as the result of the resignation, retirement, non-renewal or termination of an employee as well as the creation of a new position. A transfer of personnel between positions shall not be deemed a vacancy and subject to the posting provisions of the contract.
- C. All vacancies for the next school year shall be posted through July 10. An e-mail notice shall be sent to all southwestschools.org accounts for all postings. The posting shall identify the building in which the vacancy exists and the grade level of the vacancy.
- D. Teachers wishing to apply for a vacancy who do not have a transfer request on file must file a request with the Superintendent within five (5) business days of the posting of the vacancies.
- E. The Superintendent or designee shall notify all teachers having a transfer request on file for the position and certified for same or who apply for the position within the time required of his/her decision as soon as practicable after the completion of the posting.
- F. Vacancies occurring after July 10 and prior to the start of the school year shall not be subject to the provisions of this article and may be filled in the discretion of the Superintendent.

6.0403 Involuntary Transfer

The term "involuntary transfer" shall mean an administrator-initiated transfer of a teacher. The following procedure will be used for involuntary transfers:

- A. The Superintendent or designee shall meet, identify and discuss the reasons for each involuntary transfer with the teacher at least fourteen (14) days prior to the effective date of the transfer. If the teacher desires, an Association representative may be at the meeting.
- B. If, because of increased or decreased enrollment a transfer becomes necessary, such notification shall be made at least three (3) days prior to the transfer.
- C. Teachers being involuntarily transferred should be notified of the transfer fourteen (14) days prior to the start of the school year. In the event the teacher is notified LESS than fourteen (14) days prior to the start of the school year, the teacher shall receive compensation. The compensation shall be paid at the curriculum rate up to a maximum of ten (10) hours for the actual time required to move from building to building.

**6.05** STUDENT TEACHER

No teacher shall be assigned a student teacher without his/her prior consent. In addition, no teacher shall be appraised negatively because of his/her refusal to accept a student teacher. If any remuneration and/or other form of compensation is provided by the college and/or university for the supervision of a student teacher, it shall be paid directly to the supervising teacher; in addition, it shall be the only compensation provided to that teacher for said supervision in addition to that teacher's teaching salary.

**6.06**      **COMPLAINTS ABOUT MATERIALS**

6.0601      No adopted textbooks, library materials, and/or other instructional materials whose appropriateness is challenged shall be removed from the school except upon the recommendation of a review committee (as provided for below) with the concurrence of the Superintendent or, upon the Superintendent's recommendation, the concurrence of the Board of Education, or upon formal action of the Board of Education when a recommendation of a review committee is appealed to it.

6.0602      Procedure to be observed:

- A. All complaints to staff members shall be reported to the building principal, whether received by telephone, letter, or in a personal conversation.
- B. The principal shall contact the complainant to discuss the complaint and attempt to resolve it informally by explaining the philosophy and goals of the School District and/or library media center.
- C. If the complaint is not resolved informally, the complainant shall be supplied with materials consisting of the District's statement and procedure for handling objections. A standard printed form shall be included and shall be completed and returned to the principal before consideration will be given to the complaint. (See Appendix F.)
- D. If the formal request for reconsideration has not been received by the principal within two (2) weeks, it shall be considered closed. If the request is returned, the reasons for selection of the specific work shall be reestablished by the appropriate staff.
- E. In accordance with statement of policy, no questioned material shall be removed from the school pending a final decision. Pending the outcome of the request for reconsideration, however, access to questioned materials can be denied to the child(ren) of the parents making the complaint if they so desire.
- F. Upon receipt of a completed request for reconsideration form, the principal in the building involved will notify the assistant superintendent. The assistant superintendent will appoint a committee of five (5) which will include the assistant superintendent, the principal of the building, at least one (1) teacher (preferably a department head and/or librarian) from the building, at least one (1) parent from the community, and another person the assistant superintendent believes would have valuable input.
- G. The committee shall meet to discuss the material about which the complaint has been made, and shall prepare a report on the material containing their recommendations on the disposition of the matter. The teacher(s) involved shall be invited to be present at this meeting.
- H. The principal shall notify the complainant of the decision and send a formal report and recommendation to the Superintendent. In answering the complainant, the principal shall explain the book selection system, give the guidelines used for selection, and cite authorities used in reaching the decision. If the committee decides to retain the work that caused the complaint, the complainant shall be given an explanation. If the complaint is valid, the principal will acknowledge it and make recommended changes.

- I. If the complainant is still not satisfied, he/she may ask the Superintendent to present an appeal to the Board of Education which shall make a final determination of the issue. The Board of Education may seek assistance from outside organizations in making its determination.

**6.07 COMPLAINTS ABOUT TEACHERS**

No teacher may be reprimanded, penalized, appraised adversely, or otherwise administratively directed as a result of such complaint unless the following procedures have been followed:

- 6.0701 Any person who wishes to register a complaint about a teacher to a Board member or an administrator shall be required to first contact the building principal. The principal may, if he/she deems it advisable, first discuss and attempt to resolve the situation with the complainant. The principal shall urge the complainant to discuss his/her complaint with the teacher involved, unless in the opinion of the principal, the complaint is so sensitive that a resolution of the problem is a teacher/ administration situation and should not involve the parent.
- 6.0702 Should the complainant be dissatisfied with the teacher's or principal's suggested resolution of the problem, the complainant shall present a written complaint to the building principal and meet with both the teacher and principal to discuss the situation.
- 6.0703 After the principal attempts to resolve the issue, the teacher(s) involved shall be permitted to be present and shall be permitted Association representation at each meeting.
- 6.0704 In the event of alleged abuse, neglect, or illegal conduct, 6.07 does not pertain.

**6.08 INDIVIDUAL TEACHING CONTRACT**

The Board will continue to use the individual teaching contract.

**6.09 SALARY NOTICE**

The Board shall cause notice to be given annually not later than July 1, to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year. Any teacher employed after July 1 shall be issued such notice upon receipt of that teacher's signed individual teaching contract. (Appendix C)

**6.10 NOTICE OF CLASS ASSIGNMENT**

All teachers shall be notified in writing by the end of the school year of their anticipated grade level or class assignment(s) for the following school year. It is understood that special circumstances may occur in the summer that may require modifications of a teacher's assignment. These modifications shall be communicated to the teacher as soon as possible.

**6.11 ONLINE CURRICULUM**

No Teacher shall be required to create an online curriculum for their course of study.

**6.12 MEDICAL SUPPORT SERVICES AND PROCEDURES**

6.1201 Except for school nurses, bargaining unit members shall not be required to handle bodily fluids nor, while on school premises, be custodians of medication or be required to dispense medication to students.

6.1202 When specialized medical services are required for a student, the Board will assign an educational assistant or a school nurse to perform said medical services. Any such educational assistant will be trained by the school nurse. Except for school nurses, bargaining unit members shall not be required to perform complex, specialized medical procedures, such as giving students' injections, inserting catheters or feeding tubes, or aspirating airways.

**6.13 REHIRING OF RETIREES**

6.1301 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by Southwest Local School District. There shall be no expectation that any such teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District and no reasons will be given for declining to offers such employment to anyone.

6.1302 The salary to be paid to the returning teacher shall be based on appropriate placement on the current teacher salary schedule training column with a maximum of ten (10) years of experience and a minimum of five (5) years of experience for service with the Southwest Local School District and such salary schedule placement shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

6.1303 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

6.1304 Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not reemploy the employee pursuant to Section 3319.11 Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

6.1305 Returning retirees are not entitled to severance benefits or retirement incentive benefits.

6.1306 In the event of a reduction in force, the reemployed teacher will not be considered to have any seniority over any other teacher, although the reemployed teacher will be a member of the bargaining unit.

6.1307 Reemployed persons are eligible for sick leave accumulation, starting with a zero balance.

6.1308 For supplemental contract purposes only, longevity steps will be continued for supplemental contracts held in this District immediately prior to retirement.

6.1309 Contractual matters addressed by this provision shall not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or in any court of law. However, violations, misinterpretations, and/or misapplications of the terms of this provision shall be grievable under the grievance procedure of this Agreement.

**6.14 SPECIAL EDUCATION**

All parties are responsible for assuring compliance with federal law, the State's Operating Standards for Ohio's Schools Serving Children with Disabilities and the student's IEP.

Special education teachers shall include students on their caseload when the teachers are providing special instruction to a student on an ongoing basis. Students whose special instruction needs are not being provided by special education teachers shall have their annual / periodic reviews completed by the case manager(s).

Teachers shall be provided access to necessary professional assistance in planning for individual student needs. Professional development will be provided as necessary for all teachers instructing special education students. Consultation services are available to teachers to help develop appropriate instructional and behavioral techniques.

Special education teachers will be given up to three (3) days of release time to write annual IEPs and to conduct annual reviews. Special education teachers will be given ½ day release time to meet and discuss student needs regarding a student's transition between preschool / elementary, elementary / junior high school and junior high / high school.

The assignment of special education students shall be rotated and/or equitably distributed among regular classroom instructional staff when multiple teacher content / grade level assignments permit such scheduling.

#### **6.15      PROFESSIONAL DEVELOPMENT**

At the beginning of each school year, the Board treasurer shall provide the Association president with the amount of Professional Development funds available in the General Fund. Each building's Advisory Committee shall meet to determine the focus for the utilization of Professional Development money.

#### **6.16      SCHOOL EVENT ATTENDANCE**

The Board recognizes that teachers routinely attend and participate in school events and activities outside of the normal work day. In recognition of the teachers' commitment to the District, at the beginning of each school year, the building principals shall create a list of District events that teachers may attend and/or participate in to accrue compensatory time. For the elementary schools, Open House shall be included on the events' list. For the junior high and high school buildings, Open House and Graduation shall be the only events included.

At the elementary and junior high school buildings, participation in Open House shall entitle the teacher to ½ day compensatory time on the final teacher day of the year. Attendance at any other event listed on the individual building's list shall afford the teacher a full-day of compensatory time on the final teacher day of the year. In all instances, the teacher is responsible for completing all end of the year duties prior to taking the compensatory time.

At the high school building, participation in Open House shall entitle the teacher to ½ day compensatory time on the final teacher day of the year. Participation in Graduation shall entitle the teacher to ½ day compensatory time on the final teacher day of the year. A teacher may choose to participate in both events/activities and receive a full-day of compensatory time. In all instances, the teacher is responsible for completing all end of the year duties prior to taking the compensatory time.

#### **6.17      NO REPRISAL**

No reprisal of any kind shall be taken by the Board or by any member of the Administration against any teacher who, in good faith, makes a complaint or voices concerns regarding working conditions, safety, and / or special education.

**ARTICLE VII:**  
**COMMITTEES**

**7.01        BUILDING ADVISORY COMMITTEE**

- 7.0101        Each building staff in the District shall form a building advisory committee, in order to create a cooperative environment in which the staff is free to discuss and effect change in areas of their common interest and/or concern. A primary function of the building advisory committee shall be to discuss the following: building operations, problems relating to supplies, facilities, and classroom environment (including but not limited to problems pertaining to the physical condition of the classroom), field trips, and any other items of common interest or concern. In addition, the committee shall seek to provide appropriate solutions.
- 7.0102        The committee shall be representative of as many grade levels and subject areas as possible. The committee will meet at the request of the senior building representative. In smaller schools, this may include the entire teaching staff.
- 7.0103        The principal or assistant principal shall chair the meetings and shall be responsible for preparing an agenda including items submitted by members of the committee. Items may be added to the agenda by the committee members.
- 7.0104        Recommendations of the committee shall be advisory and shall not require action by the principal and/or other administrators in the District. Establishment of the committee shall in no way be interpreted as limiting the authority of the principal to carry out, on a timely basis, those duties expected of him/her by the Superintendent or Board.

**7.02        BOARD-INITIATED COMMITTEES**

Should the Board establish a committee upon which teachers are requested to serve, at least one (1) teacher member shall be an Association representative and shall be designated by the Association. Service on the committee shall be voluntary. Teachers shall not be negatively appraised or suffer any other retaliation for refusing to serve on such a committee.

**7.03        SELECTION OF ADMINISTRATORS**

Recognizing that positive teacher-administrator relationships are essential to the educational process, the Board will solicit teacher input into the selection of new administrators in the District.

**7.04        STUDENT LEARNING OBJECTIVES COMMITTEE**

The Student Learning Objectives Committee shall have the authority to make decisions regarding the implementation of Student Growth Measures, including resolving any disputes arising from the contents and/or setting of growth targets of a Student Learning Objective. The committee shall meet and jointly develop governing and dispute resolution procedures before the beginning of the 2013-2014 school year. The committee shall be comprised of an equal number of employees, appointed by the Association, and administrators, as appointed by the Superintendent. Members serving on the Student Learning Objectives Committee shall be compensated at the rate of twenty-nine dollars (\$29.00) per hour for actual SLOC meetings.

**ARTICLE VIII:**

**SCHOOL DAY**

**8.01**      **WORKDAY**

The workday for all teachers shall not exceed seven (7) hours and twenty-five (25) minutes, exclusive of faculty meetings. The starting and ending times shall be established by the building principal. Classes shall not be scheduled on Sundays or holidays.

Additionally, students shall be dismissed early four (4) days each school year. These days shall include the last student day of each quarter which shall be designated as teacher-directed time.

8.0101      Voluntary Flexible Scheduling

Teachers who are interested in voluntarily scheduling and teaching courses outside the normal school/ building schedule, may do so with the approval of their building administrator and the Superintendent. Such courses or programs would be considered to be included as part of their normal school teaching/work assignments within the building and regular duty day as listed in 8.01. Flexible scheduling would change the start and finish times and may vary hours from one day to the next, but the workday will not exceed seven (7) hours and twenty-five (25) minutes.

8.0102      Voluntary Additional Teaching Period

Teachers who are interested in voluntarily scheduling and teaching courses in addition to the normal school/building schedule may do do with the approval of their building administrator and the Superintendent. Voluntary Flexible Scheduled classes are driven by student interest and available district funding. Academically necessary sources as determined by the building administrator/ Superintendent shall be compensated at 1/7<sup>th</sup> of the teacher's salary, not including benefits. All other courses will be compensated at 1/7<sup>th</sup> of the base (B-0), not including benefits.

- A. A teacher may volunteer to enter into a mutual agreement to teach during their Planning and Conference Period; or
- B. A teacher may volunteer to enter into a mutual agreement to teach their regular scheduled day AND teach an additional flexible scheduled class.

**8.02**      **FACULTY MEETINGS**

8.0201      Faculty meetings shall be scheduled by a building administrator and/or Superintendent only when necessary information cannot be conveyed by other appropriate means (i.e. e-mail, memo, announcements, etc.).

8.0202      A building administrator and/or Superintendent shall schedule no more than two (2) regular faculty meetings per month. Meetings held after school shall not extend more than forty-five (45) minutes beyond the workday. However, brief meetings may be called at any time in case of situations which cannot be handled any other way. In-service meetings may be scheduled when they cannot be incorporated into a regular faculty meeting.

**8.03**      **DUTY-FREE LUNCH**

Each teacher employed by the Board shall be granted at least thirty (30) consecutive duty-free

minutes for lunch each workday, during which time he/she shall not be required to perform any duty or activity. Teachers leaving the building shall notify the principal or designee of their destination.

**8.04**      **INTERNAL SUBSTITUTION**

8.0401      Substitutes shall be employed when available for all teachers who are absent. After reasonable effort has been made to secure a substitute, it shall be necessary to secure another teacher to cover the assigned class(es) of the absent teacher. The principal or assistant principal shall secure the teachers in the following manner:

- A.      First an attempt shall be made to cover each assigned class voluntarily from among those qualified teachers who are not instructing students that bell. The principal or assistant principal shall attempt to equalize the opportunities to volunteer.
- B.      A class may be assigned to a scheduled study hall if there are less than sixty-five (65) students present in the study hall.
- C.      If there are more than sixty-five (65) students in the study hall and if no teacher voluntarily accepts said opportunity and it becomes necessary to assign a teacher to cover the assigned class, such assignment shall be made on a rotating basis from those teachers with a planning period.

8.0402      A.      Each teacher who covers an assigned class of an absent teacher during his/her scheduled planning period, either voluntarily or by assignment, shall be remunerated at the rate of .0006 times the base salary, rounded to the nearest \$.50 increment, per class period or portion thereof.

B.      For counselors, nurses and librarians who cover more than one class period per day, the second bell only will be remunerated.

**8.05**      **NUMBER OF PREPARATIONS PER DAY** (based on a seven period day)

8.0501      Senior High and Junior School administrators shall be responsible for maintaining a schedule in which the total number of class preparations shall not exceed four (4) different preparations per day when possible.

8.0502      However, in the event that a building staff is unable to cover the scheduled classes by following the above statement, any additional preparations shall be offered first to members of the building staff. In the event that no member of the building staff accepts an offer, necessitating an additional preparation, the preparation shall be assigned to a member of the building staff. All additional preparations shall be distributed equitably within the department affected.

8.0503      Within a subject area no teacher will be assigned five (5) different preparations before all teachers are assigned four (4) preparations, and no teacher will be assigned six (6) different preparations before all teachers are assigned five (5) preparations.

**8.06**      **PLANNING PERIODS**

8.0601      A.      Each elementary teacher (except nurses, librarians and counselors) shall be provided at least one (1) planning period per day whenever possible, but at least five (5) per week. Title, Art, Music and P.E. teachers shall be guaranteed the thirty (30) minutes before and/or after the student day, or the equivalent thereof,

for planning. All other elementary teachers shall have planning during the student day. Each planning period shall be no less than thirty (30) consecutive minutes. Planning time shall be guaranteed for at least 200 minutes per week. Planning time shall be reflected in the master schedule for each building.

B. In recognition of the time considerations inherent in the application of state models and mandates, each elementary building will consider, plan, and implement collaboration opportunities for all certificated staff members relative to building uniqueness and building and District needs.

C. Planning time for elementary librarians will be before school and at the end of the day when homeroom teachers have students assigned to them.

8.0602 Each teacher (except ASA teachers, nurses, librarians and counselors) who works at the Junior School and/or Senior High School (grades 7-12) shall be provided at least one (1) planning period per day. Each planning period shall be equal in length to one (1) regularly scheduled class period.

8.0603 Each planning period shall be exclusive of the teacher duty-free lunch period.

#### **8.07 TRAVELING TEACHERS**

8.0701 The term "traveling teacher" shall be defined as a teacher who has assigned duties in more than one (1) school building in the District in any workday.

8.0702 Every effort will be made to minimize travel time and assign teachers to one (1) school each day whenever possible and to minimize after-school obligations. The traveling time required of any traveling teacher shall not cause his/her workday to exceed that of the workday as defined in this contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) minutes in length. A planning period shall be included in each traveling teacher's workday, in accordance with the "PLANNING PERIODS" provision of this contract. Traveling teachers will be provided ten (10) minutes at the school traveled to for preparation.

8.0703 Any teacher who is required to use his/her personal automobile for District business, as part of fulfilling his/her regular teaching assignment, or at the direction of the Superintendent or his/her designee, shall be reimbursed at the IRS rate that is in effect as of July 1st for the following year.

#### **8.08 TEACHER AIDES**

8.0801 Elementary

Class Size:

For grades 1-3, when the average enrollment in a grade level in a building exceeds twenty-nine (29) students, an aide will be provided at a shared basis at that grade level in that building.

When any kindergarten class enrollment exceeds twenty-six (26) students, an aide will be employed to assist the teacher based on the student day. The Board will employ an aide once the enrollment figure has exceeded twenty-six (26) students for a period of ten (10) days. Enrollment means students who have attended class during the ten (10) day period. A student failing to attend because of an excused absence shall be considered in attendance. A teacher has the right to reject the assistance of an aide. When the students go from a regular class to art, music and/or physical education and

that class exceeds twenty-six (26), the aide shall accompany the students.

The District shall not permit enrollment in grades seven through twelve (7-12) to exceed thirty-five (35) students per individual class except in the case of band, chorus, PE, and/or study hall.

**ARTICLE IX:**  
**SCHOOL YEAR**

**9.01**      **IN-SERVICE AND RECORD DAYS**

- 9.0101      Each year, the school calendar shall include only three (3) days when no student attendance shall be scheduled, required, or recommended. These days shall be designated as follows: two (2) days shall be for in-service; the remaining one (1) shall be used as a record day.
- 9.0102      The first in-service day shall be the workday directly preceding the first student day of each school year. This in-service day shall be used for staff orientation. The second in-service day shall be to promote professional growth.
- 9.0103      The remaining one (1) day shall be used as a record day. Record day shall be the last day of the second semester. The purpose of said record day shall be to facilitate the completion of record-keeping.
- 9.0104      Students shall be dismissed one (1) hour early four (4) days each school year. These shall include the last student day of each quarter which shall be designated as teacher-directed. In addition, students shall have a sixty (60) minute late arrival on the second Wednesday of the months of September, October, November, March, April and May for the purpose of staff development, including, but not limited to data analysis, teacher collaboration, professional development / training, curriculum mapping, common assessments, etc.

**9.02**      **SCHOOL CALENDAR**

The Superintendent shall discuss with the association president the calendar for the following school year. The association president will be responsible for seeking any input from the teachers. The Superintendent shall advise the Board of the committee's preference at the time of recommendation to the Board. The calendar recommended by the Superintendent and adopted by the Board shall not exceed one hundred eighty-three (183) days. Should any change in the adopted calendar be made necessary, the Association shall be consulted before the Board makes its decision.

**9.03**      **PARENT-TEACHER CONFERENCES**

There will be two (2) days for parent-teacher conferences for each school year. Conferences may be scheduled in the evening, however, the total hours may not exceed the total hours for a teacher workday without students. Changes in conference day schedules may be made by the administrator of the building after input by the staff involved. If necessary, kindergarten teachers will receive up to an additional day of release time to complete their conferences during each conference cycle.

**9.04**      **REPORTING GRADES**

After the end of each grading period other than the end of the year, teachers will not be required to turn in grades until at least the second school day following the end of the grading period or the last scheduled exam, whichever is later.

**9.05      DRUG-FREE WORKPLACE**

- 9.0501      No employee of the Southwest Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.
- 9.0502      "Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicle, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or competitive event where students are under the jurisdiction of the school district where work on a federal grant is performed.
- 9.0503      An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, the employee shall be nonrenewed or employment may be suspended or terminated, at the discretion of the Board.
- 9.0504      Employees are not permitted to smoke or use tobacco products on school premises.

**9.06      SEXUAL HARASSMENT**

- 9.0601      The Southwest Local Schools Board of Education supports the principle of equal opportunity employment and equal educational opportunities. All persons associated with this school system, including, but not limited to the Board, the administration and the staff (both certificated and classified), are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Students are expected to conduct themselves at all times at all school related activities and functions so as to provide an atmosphere free from sexual harassment. Any person who engages in sexual harassment while acting as a member of the school community will be in violation of this policy.
- 9.0602      Each administrator shall be responsible for promoting understanding and acceptance of, and assuring compliance with, state and federal laws and Board policy and procedures governing sexual harassment within his or her school or office.
- 9.0603      The Board has developed complaint procedures which will be available to all employees and students.
- 9.0604      Definition of Sexual Harassment
- A.      Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:
1.      Submission to such conduct is made either explicitly or implicitly a term of condition of a person's employment or advancement.
  2.      Submission to, or rejection of, such conduct is used as the basis for employment or education decisions affecting such individual.
  3.      Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

- B. Specifically, sexual harassment may include, but is not limited to:
1. sexual flirtations, touching, advances or propositions;
  2. verbal or physical abuse of a sexual nature;
  3. graphic or suggestive comments about an individual's dress or body;
  4. sexually degrading words to describe an individual;
  5. displaying sexually aggressive objects or photographs; and/or
  6. sexually explicit or obscene jokes;
  7. suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job.

9.0605 The Grievance Officer

- A. The Board will appoint a sexual harassment grievance officer who will be appropriately trained and vested with the authority and responsibility of processing all sexual harassment complaints in accordance with the procedure set forth.
- B. The privacy of the charging party and privacy of the person accused of sexual harassment will be strictly protected.
- C. Notice of this policy will be provided to all schools within the Southwest Local School District and incorporated in teacher and student handbooks.
- D. All District employees, both certificated and classified, will receive in-service training regarding the policy and procedure.

*BOARD ADOPTED: August 16, 1993*

*LEGAL REFERENCES:*

*Civil Rights Act of 1964, Title VI*

*Civil Rights Act of 1964, Title VII, as amended by the Equal Employment Opportunity Act of 1972*

*Education Amendments of 1972, Title IX, Pub.L. No. 92-318 (1972)*

*Executive Order 11246, as amended by Executive Order, 11375 Equal Pay Act, as amended by the Educational Amendments of 1972*

*Immigration Reform and Control Act of 1986, Pub. L. No. 99-603 (1986)*

*Ohio Const. Art. I; II*

9.0606 Procedure

- A. Any member of the school community who believes that he/she has been subjected to sexual harassment shall report the incident(s) to the appropriate grievance officer within a reasonable period of time from the occurrence of the alleged offense.
- B. Any employee of the District who becomes aware of, or suspects activity constituting sexual harassment, shall immediately report it to his/her immediate supervisor or other administrator deemed appropriate. This supervisor is required to report this incident to the District grievance officer within twenty-four

- (24) hours after hearing from his/her subordinate.
- C. The grievance officer will investigate the problem through the following process:
1. The grievance officer will confer with the charging party, within twenty-four (24) hours of receiving the complaint, in order to obtain a clear understanding of that party's statement of the alleged facts.
  2. The grievance officer will schedule a meeting, within forty-eight (48) hours of receiving the complaint, with the charged party in order to obtain his/her response to the complaint.
  3. On the basis of the grievance officer's examination of the problem, he/she will:
    - a. make a judgment as to whether or not the alleged harassment occurred and the severity thereof; or
    - b. report the incident and transfer the record to the Superintendent or his/her designee along with the grievance officer's recommendation regarding the allegations within ninety-six (96) hours of receipt of the complaint; or
    - c. after consultation with the Superintendent or his/her designee, notify the parties by certified mail of his/her official action relative to the complaint within one week of the initial report.
    - d. the Superintendent shall determine if substantiated charges warrant a recommendation to the Board for further disciplinary action up to and including termination.
- D. All matters involving sexual harassment will remain confidential.

*BOARD APPROVED: August 16, 1993*

9.0607 Students

- A. Sexual harassment will not be tolerated in the Southwest Local School District. Students are expected to be free from unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.
- B. Copies of the Board adopted policy and procedure shall be distributed and/or included in the student handbook.
- C. Most inappropriate sexual behavior violations should be handled as violations of the discipline code.
- D. Examples of behavior which is prohibited by this policy are:
1. repeated flirtation, advances or propositions;
  2. intentionally making physical contact;
  3. making graphic or suggestive comments about an individual's dress or body;
  4. making sexually degrading words to describe an individual;
  5. aggressively displaying objects or photographs of a sexual nature;
  6. telling sexually explicit or obscene jokes;

7. suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, etc.
- E. In the event that a student has been or is being sexually harassed on school property or at a school related event, it shall be promptly reported to a staff member (teachers, administrator, counselor, coach, advisor, etc.).
- F. Occurrences involving students as offenders will be processed in the same manner as other infractions of Board adopted rules and regulations with regard to suspension/expulsion and other disciplinary situations. Verified sexual harassment allegations could result in suspension, expulsion, referral to law enforcement agencies, and/or recommendations for counseling.
- G. Occurrences involving employees as offenders toward students will be investigated by the grievance office. The information obtained from the investigations will be reported to the Superintendent for proper disposition.
- H. Occurrences involving members of the general public as offenders toward students will be reported to an appropriate law enforcement agency.

SOUTHWEST LOCAL SCHOOL DISTRICT

Complaint of Violation of Board Policy  
Prohibiting Sexual Harassment

EMPLOYEE MAKING COMPLAINT \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

NAME \_\_\_\_\_ POSITION \_\_\_\_\_

WORK LOCATION OF COMPLAINANT \_\_\_\_\_

INCIDENT:

NAME OF PERSON ALLEGED TO HAVE VIOLATED POLICY:

(Description if name is unknown.)

JOB TITLE:

DATE OF INCIDENT:

(If more than one incident, specify all incidents.)

PLACE:

WITNESS:

DESCRIBE WHAT HAPPENED:

(Include any statement made by you, the person charged, and anyone present)

ANY PHYSICAL EVIDENCE AVAILABLE: \_\_\_\_ YES \_\_\_\_ NO (If YES, please describe.)

\_\_\_\_\_  
Name of Person Receiving Complaint

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Job Title

State reason complainant  
refused to sign:

\_\_\_\_\_  
Signature and Date

Use reverse side if additional information is necessary.

**ARTICLE X:**  
**LEAVES**

**10.01**      **ASSAULT LEAVE**

- 10.0101      Any service-connected case of assault on a member of the bargaining unit occurring on the school premises or during a school-sponsored function and not caused by another employee of the District shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of thirty (30) days per member each school year.
- 10.0102      Medical verification shall be furnished to the Superintendent or his/her designee for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.
- 10.0103      Absences due to court appearances resulting from an assault shall be chargeable to assault leave.
- 10.0104      If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding thirty (30) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.
- 10.0105      The member assaulted agrees to cooperate fully with police and the administration in any investigation of an alleged assault upon a member unless otherwise advised by his/her legal counsel.

**10.02**      **PERSONAL LEAVE**

- 10.0201      Professional personnel who must be absent from school to attend urgent personal business shall be granted three (3) personal leave days per year without deduction in salary.
- 10.0202      A.      Application for personal leave shall be made to the immediate supervisor at least forty-eight (48) hours in advance of the requested absence date. Teachers will not be questioned why they are utilizing personal leave. Teachers are encouraged to use quarter or half days whenever possible.
- B.      If the urgency of the personal leave is such that the forty-eight (48) hour notice and written request is impractical, verbal approval may be given by the supervisor and the written statement submitted upon return from the absence.
- 10.0203      Where possible, personal days should not be requested before or after a vacation period, school holiday, or other school recess. A teacher may be away from his/her assignment for less than two (2) hours provided the teacher makes arrangements with the principal, and the teacher has arranged for principal approved coverage of his/her assignment at no cost to the District. The absence will not be charged against his/her personal leave.

- 10.0204 No staff shall be permitted to utilize personal leave in order to attend a southwest Local Schools event.
- 10.0205 Personal days shall be charged in quarter day increments. Teachers are encouraged to use quarter or half days whenever possible.
- 10.0206 No more than twenty-five (25%) percent of the teachers in a building (rounded up to a whole person) may use personal leave on the same day. The days shall be granted in the order which they were requested. The Superintendent or his/her designee may authorize personal absence beyond that specified above at his/her discretion. (See Appendix D)

**10.03** **SICK LEAVE**

10.0301 Accumulation

- A. Pursuant to the Ohio Revised Code, each teacher who is employed full-time shall be granted sick leave at the rate of one and one-fourth (1¼) days per calendar month of completed service; maximum annual accumulation shall be fifteen (15) days per school year. Each teacher who is employed part-time shall be granted sick leave on a prorated basis. Sick leave shall be accumulated to a limit of three hundred (300) days.
- B. A newly employed teacher shall be advanced five (5) days of sick leave. A teacher shall be advanced additional days beyond the number accumulated upon request of the teacher and subsequent approval by the Superintendent.

10.0302 Use

Teachers may use sick leave for the following reasons:

- A. Personal illness, injury, pregnancy or related illnesses;
- B. Exposure to contagious disease which could be communicated to others;
- C. Illness, injury, or death in the immediate family. "Immediate family" means spouse, child(ren), father, mother, brother, sister, grandparent(s), grandchild(ren), father-, mother-, brother-, and sister-in-law, stepchildren in immediate household, and other member(s) of the immediate household (stepparent, stepbrothers and stepsisters are considered immediate family); The Superintendent or his/her designee may expand the definition of extended family on a case-by-case basis.
- D. Sick leave for bereavement shall not exceed five (5) days unless granted at the discretion of the Superintendent.
- E. Doctors' visits and other personal or immediate family health related issues.
- F. Receipt of adopted child not to exceed fifteen (15) days.
- G. Sick leave shall be charged in quarter day increments.

10.0303 Credit

- A. Pursuant to the Ohio Revised Code, any teacher having terminated employment with the Board shall have his/her accumulated sick leave reinstated upon

reemployment provided he/she has not used such sick leave in the employ of another board of education and/or other public agency(ies) of the State of Ohio or has not been reimbursed under an approved, legal severance plan.

- B. Pursuant to the Ohio Revised Code, a teacher reemployed by the Board who, since leaving the employ of the Board, has been employed by other boards of education and/or any public agency(ies) of the State of Ohio shall receive full credit for sick leave accumulated, both in the prior employ of the Board and in the employment of the other public agency(ies) of the State of Ohio as shown in the records of the last employing organization, to unlimited accumulation.
- C. Any teacher being newly employed by the Board who has been in the service of another board of education and/or any public agency(ies) of the State of Ohio shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization, to unlimited accumulation.

10.0304 Records

- A. Sick leave days as accumulated and used by each teacher shall be reflected on the stub of each of his/her paychecks.
- B. Upon returning from a sick leave absence, the teacher shall complete a sick leave form (Appendix E) and state the name and address of a physician, if consulted, and the date(s) when such consultation occurred.

**10.04 COURT APPEARANCE AND JURY DUTY**

- 10.0401 In response to a subpoena or administrative hearing, a teacher shall sign a statement and file it with the Treasurer, stating the amount of any witness fee or other compensation received (except that which is paid specifically for expenses incurred by reason of the subpoena or court case hearing) before the end of the current pay period. Adherence to this procedure will result in no loss of salary or fringe benefits. Teachers shall use personal leave for court appearances which are not related to school / student-related matters.
- 10.0402 In response to a summons for jury duty, a teacher shall provide a copy of the summons to the treasurer. Adherence to this procedure will result in no loss of salary or fringe benefits for the days missed while serving as a juror.

**10.05 PARENTAL LEAVE**

A teacher shall be granted a leave of absence without pay for the purpose(s) of child rearing. Leave may be requested for a child under the age of five (5) (up to the fifth [5th] birthday date) and is subject to the following conditions:

- 10.0501 He/she shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which that teacher desires his/her leave to commence. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption, the teacher shall notify the Superintendent that placement of a child(ren) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the teacher has knowledge of such placement. If the teacher has no prior knowledge of the placement, notice shall be given as soon as possible. Such leave shall commence on the date requested by the teacher, or in the case of adoption, when he/she receives custody of the child(ren).

- 10.0502 Commencing at the end of sick leave, parental leave will be granted for not more than one school year with the return date being at the beginning of the school year, during the second or third quarter, or at the start of the fourth quarter. However, in the case of adoption, if the parent elects, he/she may take parental leave of up to three (3) weeks to commence at the end of his/her use of sick leave and shall not be required to return at the beginning of the school year, semester, or quarter.
- 10.0503 A teacher whose leave is ending shall receive no less than ninety (90) days prior to the expiration of leave, a certified letter notifying him/her of the end of their leave. The teacher shall notify the Superintendent in writing no less than sixty (60) days prior to the expiration of leave of his/her intent to return from such leave. Failure to notify the Superintendent may result in termination. Teachers are responsible for notifying the District office of their present address.
- 10.0504 Teachers who are on a Board approved leave of absence and upon return to teaching who are not placed in the position they held when they started their leave of absence will have the rights of a teacher in an involuntary transfer. However, the Association recognizes the right of the administration to assign teachers in accordance with Ohio Revised Code 3319.01.

**10.06 HEALTH LEAVE**

- 10.0601 Upon the written request of a teacher, the Board shall grant leave for a period of not more than two (2) consecutive school years where illness or other disability is the reason for that teacher's request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leaves of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Ohio Revised Code.
- 10.0602 Upon the return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The teacher returning from health leave shall suffer no loss of seniority, and shall be returned to his/her former position if available.
- 10.0603 The Board shall continue to carry that teacher on the payroll records for the purpose of group term life insurance and health and hospital insurance at no cost to the Board.

**10.07 UNPAID LEAVE**

- 10.0701 An employee may request an unpaid leave (Appendix G). An unpaid leave will be granted for:
- A. Two (2) days during the employee's first three years of employment in the district.
  - B. Six (6) days during the employee's fourth through eighth year in the district.
  - C. Six (6) days during every ten (10) years of continuing service in the district after the eighth year. These days are not cumulative within this category.
- 10.0702 These days are not cumulative from one category to another. However, these days may be used consecutively within a category.

- 10.0703 All leaves must be requested at least two (2) weeks in advance, unless unique circumstances occur.
- 10.0704 Leaves will not be granted if a qualified substitute, as determined by the administration, cannot be secured.
- 10.0705 The Superintendent or his/her designee may authorize unpaid leave beyond that specified above at his/her discretion.

**10.08 ATTENDANCE INCENTIVE**

The Board shall provide the following attendance incentive for employees that have excellent attendance during the contract year. The payment shall be made on the second (2<sup>nd</sup>) pay in September. A professional day does not count as an absence.

Perfect Attendance - \$150

One absence (partial or full) - \$100

**ARTICLE XI:**  
**SALARY AND FRINGE BENEFITS**

**11.01      HALF-TIME TEACHERS**

Teachers who work half-time or less will receive fringe benefits, if they desire coverage, at their salary ratio. They must reimburse the District the difference between their ratio and the full amount of the fringe benefit costs.

**11.02      BASE PAY**

The base pay effective September 1, 2013 through August 31, 2014 shall be \$37,559, and the base pay effective September 1, 2014 through August 31, 2015 shall be \$38,216. The base pay effective September 1, 2015 through August 31, 2016 shall be \$38,598.

11.0201      The Board shall pay fourteen (14%) percent of the contribution required to be made to the State Teachers Retirement System for each member for the 2013-2016 school years.

**11.03      INDEX**

The index as set forth in Section 11.06 shall be used to calculate each teacher's annual salary for the 2013-2016 school years.

**11.05      TRAINING PLACEMENT**

11.0501      In respect to training placement, all hours that are to be used for advancement on the salary schedule must be graduate hours in education and/or areas in which the teacher is certified, or courses with prior approval of Superintendent or designee related to the person's current certification / licensure and must be completed after initial certification / licensure. The graduate credit must be from an accredited university or college. The graduate hours must be course work in the area of certification / licensure for which the person is presently certified / licensed, or an area of certification / licensure for which the person is pursuing a planned program toward additional certification / licensure, or an area related to the person's current certification / licensure. Training placement is separate from the policies and procedures of the Southwest Local Professional Development Committee (SLPDC).

11.0502      Letters from class instructor(s) received by September 30th indicating completion of the courses shall be acceptable provided the official transcript is received by the Board not later than October 15th.

11.0503      Upon receipt of the official transcript(s), the member will be placed on the appropriate training column of the salary schedule retroactive to the beginning of said school year.

**BASE SALARY    36,913**

**SLSD TEACHERS SALARY SCHEDULE & INDEX  
 2011-2012 SCHOOL YEAR**

**EDUCATIONAL LEVEL**

EXPERIENCE		NON-DEGREED	BA	BA+15	BA+30	MA	MA+15	MA+30
		0	SALARY	35,569	36,913	38,880	40,852	42,819

SOUTHWEST LOCAL CLASSROOM TEACHERS ASSOCIATION AND SOUTHWEST LOCAL BOARD OF EDUCATION  
NEGOTIATIONS AGREEMENT - EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2016

	INDEX	0.9636	1.0000	1.0533	1.1067	1.1600	1.2133	1.2667
1	SALARY	36,463	38,880	40,852	42,819	44,787	46,758	48,725
	INDEX	0.9878	1.0533	1.1067	1.1600	1.2133	1.2667	1.3200
2	SALARY	37,651	40,852	42,819	44,787	46,758	48,725	50,693
	INDEX	1.0200	1.1067	1.1600	1.2133	1.2667	1.3200	1.3733
3	SALARY	38,692	42,819	44,787	46,758	48,725	50,693	52,664
	INDEX	1.0482	1.1600	1.2133	1.2667	1.3200	1.3733	1.4267
4	SALARY	39,733	44,787	46,758	48,725	50,693	52,664	54,631
	INDEX	1.0764	1.2133	1.2667	1.3200	1.3733	1.4267	1.4800
5	SALARY	40,774	46,758	48,725	50,693	52,664	54,631	56,599
	INDEX	1.1046	1.2667	1.3200	1.3733	1.4267	1.4800	1.5333
6	SALARY	41,819	48,725	50,693	52,664	54,631	56,599	58,570
	INDEX	1.1329	1.3200	1.3733	1.4267	1.4800	1.5333	1.5867
7	SALARY	42,860	50,693	52,664	54,631	56,599	58,570	60,537
	INDEX	1.1611	1.3733	1.4267	1.4800	1.5333	1.5867	1.6400
8	SALARY	43,901	52,664	54,631	56,599	58,570	60,537	62,505
	INDEX	1.1893	1.4267	1.4800	1.5333	1.5867	1.6400	1.6933
9	SALARY	44,942	54,631	56,599	58,570	60,537	62,505	64,476
	INDEX	1.2175	1.4800	1.5333	1.5867	1.6400	1.6933	1.7467
10	SALARY	45,983	56,599	58,570	60,537	62,505	64,476	66,443
	INDEX	1.2457	1.5333	1.5867	1.6400	1.6933	1.7467	1.8000
11	SALARY	47,023	58,570	60,537	62,505	64,476	66,443	68,411
	INDEX	1.2739	1.5867	1.6400	1.6933	1.7467	1.8000	1.8533
12	SALARY	48,064	60,537	62,505	64,476	66,443	68,411	70,382
	INDEX	1.3021	1.6400	1.6933	1.7467	1.8000	1.8533	1.9067
13	SALARY	49,105	62,505	64,476	66,443	68,411	70,382	72,349
	INDEX	1.3303	1.6933	1.7467	1.8000	1.8533	1.9067	1.9600
14	SALARY	50,146	64,476	66,443	68,411	70,382	72,349	74,317
	INDEX	1.3585	1.7467	1.8000	1.8533	1.9067	1.9600	2.0133
16	SALARY	51,187	66,443	68,411	70,382	72,349	74,317	76,284
	INDEX	1.3867	1.8000	1.8533	1.9067	1.9600	2.0133	2.0666
20	SALARY	52,228	68,411	70,382	72,349	74,317	76,284	78,252
	INDEX	1.4149	1.8533	1.9067	1.9600	2.0133	2.0666	2.1199
24	SALARY	53,269	70,382	72,349	74,317	76,284	78,252	80,219

SOUTHWEST LOCAL CLASSROOM TEACHERS ASSOCIATION AND SOUTHWEST LOCAL BOARD OF EDUCATION  
NEGOTIATIONS AGREEMENT - EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2016

---

	INDEX	1.4431	1.9067	1.9600	2.0133	2.0666	2.1199	2.1732
26	SALARY	54,310	72,349	74,317	76,284	78,252	80,219	82,187
	INDEX	1.4713	1.9600	2.0133	2.0666	2.1199	2.1732	2.2265

SOUTHWEST LOCAL CLASSROOM TEACHERS ASSOCIATION AND SOUTHWEST LOCAL BOARD OF EDUCATION  
NEGOTIATIONS AGREEMENT - EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2016

**BASE SALARY 36,913**

**SLSD TEACHERS SALARY SCHEDULE & INDEX  
2012-2013 SCHOOL YEAR**

**EDUCATIONAL LEVEL**

EXPERIENCE		NON-DEGREED	BA	BA+15	BA+30	MA	MA+15	MA+30
0	SALARY	35,569	36,913	38,880	40,852	42,819	44,787	46,758
	INDEX	0.9636	1.0000	1.0533	1.1067	1.1600	1.2133	1.2667
1	SALARY	36,463	38,880	40,852	42,819	44,787	46,758	48,725
	INDEX	0.9878	1.0533	1.1067	1.1600	1.2133	1.2667	1.3200
2	SALARY	37,651	40,852	42,819	44,787	46,758	48,725	50,693
	INDEX	1.0200	1.1067	1.1600	1.2133	1.2667	1.3200	1.3733
3	SALARY	38,692	42,819	44,787	46,758	48,725	50,693	52,664
	INDEX	1.0482	1.1600	1.2133	1.2667	1.3200	1.3733	1.4267
4	SALARY	39,733	44,787	46,758	48,725	50,693	52,664	54,631
	INDEX	1.0764	1.2133	1.2667	1.3200	1.3733	1.4267	1.4800
5	SALARY	40,774	46,758	48,725	50,693	52,664	54,631	56,599
	INDEX	1.1046	1.2667	1.3200	1.3733	1.4267	1.4800	1.5333
6	SALARY	41,819	48,725	50,693	52,664	54,631	56,599	58,570
	INDEX	1.1329	1.3200	1.3733	1.4267	1.4800	1.5333	1.5867
7	SALARY	42,860	50,693	52,664	54,631	56,599	58,570	60,537
	INDEX	1.1611	1.3733	1.4267	1.4800	1.5333	1.5867	1.6400
8	SALARY	43,901	52,664	54,631	56,599	58,570	60,537	62,505
	INDEX	1.1893	1.4267	1.4800	1.5333	1.5867	1.6400	1.6933
9	SALARY	44,942	54,631	56,599	58,570	60,537	62,505	64,476
	INDEX	1.2175	1.4800	1.5333	1.5867	1.6400	1.6933	1.7467
10	SALARY	45,983	56,599	58,570	60,537	62,505	64,476	66,443
	INDEX	1.2457	1.5333	1.5867	1.6400	1.6933	1.7467	1.8000
11	SALARY	47,023	58,570	60,537	62,505	64,476	66,443	68,411
	INDEX	1.2739	1.5867	1.6400	1.6933	1.7467	1.8000	1.8533
12	SALARY	48,064	60,537	62,505	64,476	66,443	68,411	70,382
	INDEX	1.3021	1.6400	1.6933	1.7467	1.8000	1.8533	1.9067
13	SALARY	49,105	62,505	64,476	66,443	68,411	70,382	72,349
	INDEX	1.3303	1.6933	1.7467	1.8000	1.8533	1.9067	1.9600
14	SALARY	50,146	64,476	66,443	68,411	70,382	72,349	74,317
	INDEX	1.3585	1.7467	1.8000	1.8533	1.9067	1.9600	2.0133

SOUTHWEST LOCAL CLASSROOM TEACHERS ASSOCIATION AND SOUTHWEST LOCAL BOARD OF EDUCATION  
 NEGOTIATIONS AGREEMENT - EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2016

---

16	SALARY	51,187	66,443	68,411	70,382	72,349	74,317	76,284
	INDEX	1.3867	1.8000	1.8533	1.9067	1.9600	2.0133	2.0666

20	SALARY	52,228	68,411	70,382	72,349	74,317	76,284	78,252
	INDEX	1.4149	1.8533	1.9067	1.9600	2.0133	2.0666	2.1199

24	SALARY	53,269	70,382	72,349	74,317	74,6284	78,252	80,219
	INDEX	1.4431	1.9067	1.9600	2.0133	2.0666	2.1199	2.1732

26	SALARY	54,310	72,349	74,317	76,284	78,252	80,219	82,187
	INDEX	1.4713	1.9600	2.0133	2.0666	2.1199	2.1732	2.2265

SLCTA agrees that no bargaining unit member will receive a salary schedule step increase for the 2012-2013 school year. For example, each teacher shall receive the same base salary in 2012-2013 as she/he did for the 2011-2012 school year. Members shall be moved horizontally for educational experience during the term of this contract.

**11.07**      **EXPERIENCE CREDIT**

- 11.0701      The Board may grant to all teachers, experience credit on the salary schedule for their years of certificated teaching experience according to the provisions of the Ohio Revised Code.
- 11.0702      Teachers may also receive experience credit for all years of military service up to a maximum of five (5) years.
- 11.0703      Longevity Bonus – A one-time payment of five hundred dollars (\$500.00) will be given to each teacher during the thirtieth (30<sup>th</sup>) year of credited service. To receive this bonus, the employee must report all years of service to the treasurer by October 1<sup>st</sup> of the thirtieth (30<sup>th</sup>) year. This bonus will only be given during the thirtieth (30<sup>th</sup>) year.

**11.08**      **SUPPLEMENTAL SALARIES**

- 11.0801      The supplemental contract awarded to each teacher performing a supplemental duty shall state the amount the teacher will receive in compensation for that duty. Job description will be given by the building principal.
- 11.0802      The indexes of all supplemental duties not presently in existence shall be established through the negotiations procedures of this Negotiations Agreement.
- 11.0803      Supplemental salaries shall be calculated as a percentage of the base salary as modified by the experience factor subsequently defined.
- 11.0804      Requests for adding supplemental positions shall be submitted through the administration. Requests for changes in supplemental salaries shall be submitted through the Association.
- A.      The Board need not fill any or all positions listed on the schedule in any particular school year.
- B.      The Board may create a supplemental position without bargaining with the Association, but has a duty to bargain upon Association request concerning the supplemental salary for the position.

11.0805 Supplemental Salaries

<b>High School and Junior High School Athletic and Music Supplementals</b>			
<b>High School</b>			
<b>Level A</b>	<b>Level B</b>	<b>Level C</b>	<b>Level D</b>
<b>17% - Head Coach 10% - Assistant Coach</b>	<b>11% - Head Coach 8% - Assistant Coach</b>	<b>8% - Head Coach 6% - Assistant Coach</b>	<b>6% - Head Coach 4% - Assistant Coach</b>
Basketball Football Wrestling	Baseball Cross Country Soccer Softball Swimming Track Volleyball	Bowling Golf Site Manager - Fall Tennis	Cheerleading - Fall Cheerleading - Winter Site Manager - Winter Weight Training - 2 Seasons
Band	Vocal Music		Jazz Band / Pep Band
<b>Junior High School</b>			
<b>Level A</b>	<b>Level B</b>	<b>Level C</b>	<b>Level D</b>
<b>10% - Head Coach 7% - Assistant Coach</b>	<b>8% - Head Coach 6% - Assistant Coach</b>	<b>6% - Head Coach 4% - Assistant Coach</b>	<b>4% - Head Coach</b>
Football	Basketball Track Volleyball Wrestling	Cross Country	Cheerleading - Fall Cheerleading - Winter
Band	Vocal Music		

<b>Non-Athletic and Music Supplementals</b>		
District	Community Education Director	14.00%
Secondary	Language Arts Coordinator	1.00%
High School	Computer Coordinator	10.00%
High School	Dramatics Advisor	10.00%
High School	Yearbook Advisor	8.00%
High School	Academic Competition Advisor	6.00%
High School	Flag Corps Advisor	6.00%
High School	Newspaper Advisor	6.00%
High School	Science Activities Coordinator	6.00%
High School	Student Council Advisor	6.00%
High School	Department Heads (4 or more members including Dept. Head)	5.00%
High School	11th Grade Co-Advisor (2) @ 4% each or (1) @ 8%	4.00%
High School	Audio-Visual Director	4.00%

SOUTHWEST LOCAL CLASSROOM TEACHERS ASSOCIATION AND SOUTHWEST LOCAL BOARD OF EDUCATION  
NEGOTIATIONS AGREEMENT - EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2016

High School	Dance Team Advisor	4.00%
High School	Department Heads (3 members including Dept. Head)	3.00%
High School	Staff Development Coordinator	3.00%
High School	10th Grade Co-Advisor (2) @ 2% or (1) @ 4%	2.00%
High School	12th Grade Co-Advisor (2) @ 2% or (1) @ 4%	2.00%
High School	9th Grade Co-Advisor (2) @ 2% or (1) @ 4%	2.00%
High School	Art Club Advisor	2.00%
High School	Computer Club Advisor	2.00%
High School	Department Heads (2 members including Dept. Head)	2.00%
High School	Drug/Alcohol Coordinator	2.00%
High School	Ecology Club Advisor	2.00%
High School	F.T.A. Club Advisor	2.00%
High School	French Club Advisor	2.00%
High School	Honor Society Advisor	2.00%
High School	Latin Club Advisor	2.00%
High School	Media Club	2.00%
High School	Mock Trial Advisor	2.00%
High School	Spanish Club Advisor	2.00%
High School	Spring Musical Choreographer	2.00%
High School	Spring Musical Orchestra Director	2.00%
High School	Spring Musical Vocal Director	2.00%
High School	Study Skills Coordinator	2.00%
Junior School	Computer Coordinator	10.00%
Junior School	Dramatics Advisor	7.00%
Junior School	Newspaper Advisor	6.00%
Junior School	Department Heads (1% less than corresponding size department at the High School)	4.00%
Junior School	Drill Team Advisor	4.00%
Junior School	Staff Development Coordinator	3.00%
Junior School	Yearbook Advisor	3.00%
Junior School	Department Heads: 1% less than corresponding size department at the High School	2.00%
Junior School	Honor Society Advisor	2.00%
Junior School	Intramural Volleyball	2.00%
Junior School	Literary Magazine Advisor	2.00%
Junior School	Mat Cats Advisor	2.00%
Junior School	Pep Club Advisor	2.00%
Junior School	Student Council Advisor	2.00%
Junior School	Study Skills Coordinator	2.00%
Junior School	Department Heads: 1% less than corresponding	1.00%
Elementary	Computer Coordinator	10.00%
Elementary	Accelerated Reader Coordinator	3.00%
Elementary	Instrumental Band Director	3.00%
Elementary	Staff Development Coordinator	3.00%
Elementary	Vocal Music Director	3.00%

SOUTHWEST LOCAL CLASSROOM TEACHERS ASSOCIATION AND SOUTHWEST LOCAL BOARD OF EDUCATION  
 NEGOTIATIONS AGREEMENT - EFFECTIVE JUNE 1, 2013 THROUGH AUGUST 31, 2016

Elementary	Title 1 Administrative Assistant	2.00%
Elementary	Language Arts Coordinator - 2 @ 1% ea. at Harrison Elem. (Primary & Intermediate)	1.00%
Elementary	Math Coordinator - 2 @ 1% ea. at Harrison Elem. (Primary & Intermediate)	1.00%
Elementary	Science Coordinator - 2 @ 1% ea. at Harrison Elem. (Primary & Intermediate)	1.00%
Harrison Elem.	Grade K-6 Teacher Rep.	2.00%
Harrison Elem.	Special Teacher Rep. (2) @ 2% each	2.00%

11.0806 Supplemental Salaries - Department Heads, HIGH SCHOOL

There shall be department heads for the following High School departments only:

art, business, English, foreign language, home economics, technology education,  
mathematics, music, science, social studies, media, Special Education Department

11.0807 Extended Pay - Per Diem Rate

A. Counseling:	High School.....	15 days
	Junior School .....	10 days
Librarian:	High School.....	10 days
	Harrison Elementary and Whitewater Valley.....	3 days
	Crosby, Miamitown .....	2 days
District Technology Coordinator.....		5 days
Psychologist	High School.....	10 days
Online Curriculum Development (per course).....		5 days

11.0808 Experience Credit

Teachers shall earn one (1) year of experience credit for each year in which they performed supplemental duties, to a maximum of five (5) years' credit and beginning at the eleventh (11th) year per the longevity step schedule. Credit can be earned only for experience within the District. The experience need not be continuous from year to year. Credit may be transferred within similar activities, at the discretion of the administration (e.g., assistant football to head football, 11th grade to 12th grade advisor).

11.0809 Event Managers

Event Managers may be utilized to provide supervision at home events. At the regular June Board Meeting, the Board shall develop an approved list of teachers to perform these duties. Individual assignments shall be made by the building administration and may be accepted or declined at the teacher's option. Teachers shall be remunerated at the rate of .00064 times the base salary, rounded to the nearest \$.50 increment, per hour.

11.0810 Dual Enrollment Teachers

In recognition of the added responsibility, teachers who are teaching classes in a dual enrollment role with a college or university will be compensated at the rate of \$750.00 per class, (each bell).

11.0811 On-Line Class Teachers

Teachers who voluntarily agree to on-line students assigned to them will be compensated at the rate of \$150.00 per student. The expectation would be that the teacher periodically checks in on the progress of the student as well as record the grade for that student.

**11.09      PERCENTAGE LEVELS - SUPPLEMENTAL SALARIES**

Actual supplemental salaries for each percentage level shall be calculated using the following index:  
 (The longevity steps will begin at step 11 and extend through step 25.)

Percent	YEARS OF EXPERIENCE										
	0	1	2	3	4	5	11	13	16	20	25
20.00	.2000	.2100	.2200	.2300	.2400	.2500	.2600	.2700	.2800	.2900	.3000
19.00	.1900	.1995	.2090	.2185	.2280	.2375	.2470	.2565	.2660	.2755	.2850
18.00	.1800	.1890	.1980	.2070	.2160	.2250	.2340	.2430	.2520	.2610	.2700
17.00	.1700	.1785	.1870	.1955	.2040	.2125	.2210	.2295	.2380	.2465	.2550
16.25	.1625	.1706	.1787	.1868	.1949	.2030	.2111	.2192	.2273	.2354	.2435
16.00	.1600	.1680	.1760	.1840	.1920	.2000	.2080	.2160	.2240	.2320	.2400
15.00	.1500	.1575	.1650	.1725	.1800	.1875	.1950	.2025	.2100	.2175	.2250
14.00	.1400	.1470	.1540	.1610	.1680	.1750	.1820	.1890	.1960	.2030	.2100
13.25	.1325	.1391	.1457	.1523	.1589	.1655	.1721	.1787	.1853	.1919	.1985
13.00	.1300	.1365	.1430	.1495	.1560	.1625	.1690	.1755	.1820	.1885	.1950
12.00	.1200	.1260	.1320	.1380	.1440	.1500	.1560	.1620	.1680	.1740	.1800
11.00	.1100	.1155	.1210	.1265	.1320	.1375	.1430	.1485	.1540	.1595	.1650
10.00	.1000	.1050	.1100	.1150	.1200	.1250	.1300	.1350	.1400	.1450	.1500
9.00	.0900	.0945	.0990	.1035	.1080	.1125	.1170	.1215	.1260	.1305	.1350
8.00	.0800	.0840	.0880	.0920	.0960	.1000	.1040	.1080	.1120	.1160	.1200
7.00	.0700	.0735	.0770	.0805	.0840	.0875	.0910	.0945	.0980	.1015	.1050
6.00	.0600	.0630	.0660	.0690	.0720	.0750	.0780	.0810	.0840	.0870	.0900
5.00	.0500	.0525	.0550	.0575	.0600	.0625	.0650	.0675	.0700	.0725	.0750
4.00	.0400	.0420	.0440	.0460	.0480	.0500	.0520	.0540	.0560	.0580	.0600
3.00	.0300	.0315	.0330	.0345	.0360	.0375	.0390	.0405	.0420	.0435	.0450
2.00	.0200	.0210	.0220	.0230	.0240	.0250	.0260	.0270	.0280	.0290	.0300
1.00	.0100	.0105	.0110	.0115	.0120	.0125	.0130	.0135	.0140	.0145	.0150

**11.10**      **PAY PLANS**

11.1001      All employees shall receive their pay via direct deposit.

11.1002      Twenty-four (24) Paychecks shall be distributed to teachers before the end of the workday on the tenth (10<sup>th</sup>) and the twenty-fifth (25<sup>th</sup>) of each month. If the tenth (10<sup>th</sup>) or the twenty-fifth (25<sup>th</sup>) are not a regularly scheduled workday, paychecks shall be distributed on the last regular scheduled workday prior thereto.

**11.11**      **PAYROLL DEDUCTIONS**

11.1101      The Board shall provide payroll deductions in any amount at no charge to the teacher and/or the Association for the following items:

- A.      Taxes (City, State, and Federal)
- B.      Association Dues
- C.      Credit Union
- D.      Medical Insurance
- E.      State Teachers Retirement System
- F.      Tax Sheltered Annuities
- G.      United Way
- H.      Educators Political Action Committee
- I.      Vision Plan
- J.      Other(s) which are mutually agreed to at a later date

11.1102      The payroll deduction of any of the above items when optional can only be initiated upon written request of the teacher.

11.1103      Unless otherwise specified, deductions shall be considered continuous from year to year. Each request for changes, additions, and/or deletions for the credit union, medical insurance, annuities, EPAC, and/or the United Way shall be implemented no later than thirty (30) calendar days after said request.

11.1104      A.      No later than November 1, the Association shall provide the Board Treasurer written authorizations (new, changes, or continuous) for all teachers wishing to have payroll deductions for Association dues. These deductions shall be uniform for fifteen (15) pay periods, beginning with the seventh pay period of the school year.

B.      Any teacher wishing to terminate continuous dues deductions shall notify the Association representative by October 1st of the year that he/she wishes to have the Association dues discontinued.

C.      The Board Treasurer shall provide the Association a complete list of teachers for whom Association dues are being deducted and the total dues being deducted for each teacher.

D.      The Board Treasurer shall make payment of deducted Association dues to the Association via electronic direct deposit, when available through the District's payroll software.

**11.12**      **SECTION 125 PLAN**

The Board shall implement a tax shelter of the employee's health insurance contribution pursuant to Section 125 of the Internal Revenue Code. Beginning in January 2009, the Board shall provide a full Section 125 Plan to members.

**11.13      GROUP TERM LIFE INSURANCE**

The Board shall provide each teacher, at no cost to the teacher, group term life insurance equivalent to two and one-half (2-1/2) times each teacher's regular salary up to a maximum benefit of two hundred fifty thousand dollars (\$250,000.00) with a double indemnity feature.

**11.14      TEACHER LIABILITY PROTECTION**

The Board shall provide liability insurance protection for teachers transporting students in their personal automobiles, provided said transportation is in the performance of their contractual duties and with prior administrative approval.

**11.15      HOSPITALIZATION**

11.1501      The Board shall continue to purchase health and hospital insurance coverage from a carrier licensed by the State of Ohio for each teacher now or hereafter employed and his/her family. The Board shall not change the present benefit level unilaterally. Proposed changes shall be bargained with a representative Insurance Benefit Committee and approved through a Memorandum of Understanding. If the current benefits are not available because of carrier initiative, the district will not be held to the provision. The Board shall pay eighty-seven and a half percent (87.5%) of the cost of such insurance for single and family plans for the 2013-2015 school years. The Board shall pay eighty-five percent (85%) for the 2015-2016 for the cost of such insurance for the 2015-2016 school year.

11.1502      Any increase of over twelve percent (12%) on the total premium costs will be paid by the employee.

11.1503      The Southwest Local School District shall provide prescription drug coverage as a part of the employee health insurance coverage. The Board shall not change the present level of co-pays unilaterally. Proposed changes shall be bargained with a representative Insurance Benefit Committee and approved through a Memorandum of Understanding. If the current benefits are not available because of carrier initiative, the district will not be held to the provision.

11.1504      Any employees who as of June 2013 has a two-party or family plan with the Board will receive a fifteen hundred dollar (\$1500) stipend per year for the length of this contract if they elect to remove themselves during the open enrollment period. The employee needs to notify the Treasurer by email that they are removing themselves per this provision. Employees may not remove themselves without proof of insurance elsewhere.

11.1505      Employees and their spouses (if applicable) are required to have an annual physical starting with the 2013-2014 school year. Forms must be turned in by January 5 of each school year. If an employee or their spouse (if applicable) does not complete the designated form, the employee will pay an additional 5% of their health insurance plan premium starting with the first paycheck in January.

**11.16      DENTAL PLAN**

The Board shall continue to purchase family dental insurance protection for each teacher now or hereafter employed. One hundred percent (100%) of the cost of said insurance and any increase thereof shall be paid by the Board. The Board shall not change the present dental benefit unilaterally.

Proposed changes shall be bargained with a representative Insurance Benefit Committee and approved through a Contract Amendment. If the current benefits are not available because of carrier initiative, the district will not be held to the provision. In no case shall there be coverage of more than one dental plan per Southwest employee.

**11.17 CURRICULUM COMMITTEES**

Teachers selected to work on curriculum committees to develop courses of study (on the five [5]-year rotation schedule) or Competency Based Education programs shall be reimbursed for work done beyond the normal workday at a rate of .0006 times the base salary, rounded to the nearest \$.50 increment, per hour to a maximum of thirty (30) hours.

**11.18 SEVERANCE PAY**

11.1801 The Board, pursuant to Section 124.391 of the Ohio Revised Code, shall pay any member at the time of his/her retirement from the Southwest Local School District, one fourth (¼) of that member's accumulated but unused sick leave up to a maximum of fifty-nine (59) days.

11.1802 Such payment shall be made upon retirement from the District and participation in and receipt of benefits from the STRS (State Teachers Retirement System). In order for the employee to receive District severance benefits, he/she must receive his/her first check from the STRS within one hundred twenty (120) days from his/her last date of service to the District. Teachers have the option of deferring severance payment until January 1 of the year following retirement.

11.1803 Receipt of severance pay shall be considered to eliminate all sick leave days accumulated and unused at the time of the teacher's retirement.

11.1804 Payment will be made through the payroll system (subject to applicable taxes) and be based upon the member's per diem rate at the time of retirement from the District.

**11.19 RETIREMENT ASSISTANCE PROGRAM**

11.1901 Any teacher who is eligible or becomes eligible for normal retirement with the State Teachers Retirement System and declares intent to retire by April 1st and retires at the end of the school year, will receive an additional severance per diem (base salary) stipend of fifty percent (50%) of his/her accumulated sick leave beyond the fifty-nine (59) days allowed for severance pay.

11.1902 Any teacher who is eligible for the Retirement Assistance Program and does not opt for involvement the year he/she is eligible may (see 11.1804) forever forfeit his/her option to exercise this benefit.

11.1903 The Retirement Assistance Program (R.A.P.) became effective April 1, 1983 and remains in effect for employees of the Southwest Local School District who meet the outlined qualifications.

Unreduced Benefit for Retirement Between:	Minimum Age and Year of Service
Now-7/1/2015	Any age and 30 yrs.; or age 65 and 5 yrs.
8/1/2015-7/1/2017	Any age and 31 yrs.; or age 65 and 5 yrs.
8/1/2017-7/1/2019	Any age and 32 yrs.; or age 65 and 5 yrs.
8/1/2019-7/1/2021	Any age and 33 yrs.; or age 65 and 5 yrs.
8/1/2021-7/1/2023	Any age and 34 yrs.; or age 65 and 5 yrs.

8/1/2023-7/1/2026	Any age and 35 yrs.; or age 65 and 5 yrs.
8/1/2026	Age 60 and 35 yrs. or age 65 and 5 yrs.

Actuarially Reduced Benefit for Retirement Between	Minimum Age and Years of Service
Now-7/1/2015	Age 55 and 25 yrs.; or age 60 and 5 yrs.
8/1/2015-7/1/2017	Any age and 30 yrs.; or age 55 and 26 yrs.; or age 60 and 5 yrs.
8/1/2017-7/1/2019	Any age and 30 yrs.; 30 yrs. or age 55 and 27 yrs.; or age 60 and 5 yrs.
8/1/2019-7/1/2021	Any age and 30 yrs.; 30 yrs. or age 55 and 28 yrs.; or age 60 and 5 yrs.
8/1/2021-7/1/2023	Any age and 30 yrs.; 30 yrs. or age 55 and 29 yrs.; or age 60 and 5 yrs.
8/1/2023	Any age and 30 years of service.; or age 60 and 5 yrs.

- An actuarially reduced benefit reflects a reduction for each year that a member retires before meeting eligibility for an unreduced benefit.

LETTER OF SEPARATION FOR RETIREMENT PURPOSES MUST BE RECEIVED BY  
THE SUPERINTENDENT NO LATER THAN APRIL 1, (CURRENT YEAR)

- 11.1904 An employee who attains eligibility for retirement and does not elect to take advantage of the R.A.P. loses that benefit forever. The only exception would be if the employee becomes eligible to receive an actuarially reduced benefit. They are again eligible when they fulfill the requirements to receive an unreduced benefit. An employee to receive an unreduced benefit has the option for the R.A.P. only upon the year of initial eligibility.
- 11.1905 Upon retirement through the State Teachers Retirement System or the School Employees Retirement System, each employee will receive payment based on the employee's per diem rate of pay at the time of retirement times one-quarter (1/4) of his/her accumulated sick leave balance (not to exceed fifty-nine [59] days). Payment will be made to the employee after notification of receipt of the first retirement check from the applicable retirement system. (See 11.17 Severance Pay.)
- 11.1906 In addition, if an employee meets the qualifications for the R.A.P. payment listed above, the employee will receive payment based on the employee's per diem rate at the time of retirement times fifty percent (50%) of the remainder of his/her sick leave in a lump sum payment. The R.A.P. payment will be paid in a lump sum after January 1 of the year following retirement. The payment will be made as early in the year as possible without forcing the school District to borrow funds to meet the financial obligation, but in no case will the payment be later than March 31.
- A. In determining eligibility for benefits under this program, a person must count all eligible service credit in meeting the 25-year or 30-year service levels.
1. Per Diem Rate - An employee's daily rate is calculated by dividing the annual base salary or annual wages for the employee's final contract year by the days in their contract. Supplemental contract payments or overtime wages are not included in this calculation.
  2. Under ordinary circumstances, retirement will become effective between school years. Every effort will be made to accommodate the employee when age-service eligibility is met at other times.
- B. "Normal retirement" is considered to be: meeting the service credit and age requirements in 11.1903.
- 11.1908 The added severance pay provided by the Retirement Assistance Program will be paid to the retired teacher after January 1 of the year following retirement.

**11.20      BUY OUT PROGRAM**

The buy out program will not be in effect during the 2002-2003 school year. It will be considered at a later date.

**11.21      EDUCATIONAL PREROGATIVE**

The children of employees of the Southwest Local School District Board of Education who do not reside within the boundary lines of the Southwest School District shall be permitted to attend the schools in the Southwest School District under the open enrollment program:

**11.22      SAFETY**

Violations or suspected violations of health and safety regulations must be reported to the immediate supervisor at the first opportunity.

**11.23      BACKGROUND CHECK**

The Board shall pay the actual cost of the teacher's criminal background check.



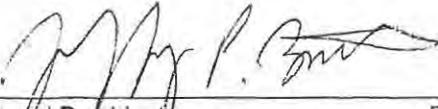
~~11.2103~~ In the event a student is enrolled pursuant to this provision, the Board shall waive the cost of the tuition except that the parent of the student shall be responsible for the payment of any additional costs beyond the tuition rate set by statute for the attendance at the Southwest Schools.

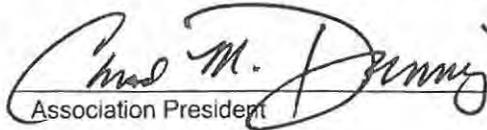
**12.02 DURATION OF AGREEMENT**

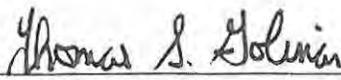
12.0201 This Agreement shall be in effect from June 1, 2014~~3~~ and shall remain in full force and effect through August 31, 201~~3~~<sup>6</sup>, inclusive, except as herein indicated.

FOR THE BOARD:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Board President Date

 6/20/13  
\_\_\_\_\_  
Association President Date

 6/20/13  
\_\_\_\_\_  
Board Treasurer Date

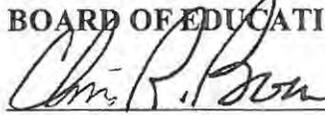
\_\_\_\_\_  
Association Representative Date

10. For the 2013-2014 school year students shall be dismissed one (1) hour early four days each school year. These shall include the last student day of each quarter which shall be designated as TEACHER-directed. In addition, students shall have a sixty (60) minute late arrival on the second Wednesday of the months of September, October, November, March, April and May for the purpose of staff development, including, but not limited to data analysis, TEACHER collaboration, professional development training, curriculum mapping, common assessments, etc. A committee will be formed to address the use of release time for the 2014-2015 and 2015-2016 school years.

IN WITNESS WHEREOF, the duly authorized representatives of the **SOUTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **SOUTHWEST CLASSROOM TEACHERS ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

Date: 7/3/13

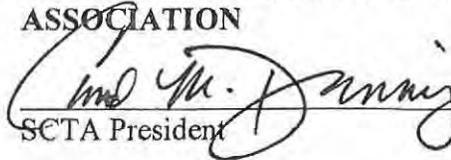
**SOUTHWEST LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**



Superintendent

Date: 7/3/13

**SOUTHWEST CLASSROOM TEACHERS  
ASSOCIATION**



SCTA President

**APPENDIX A-1**

SOUTHWEST LOCAL SCHOOL DISTRICT

**GRIEVANCE FORM - STEP TWO**

GRIEVANT \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATE GRIEVANCE OCCURRED \_\_\_\_\_

STATEMENT OF GRIEVANCE \_\_\_\_\_

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

RELIEF SOUGHT \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

DISPOSITION OF PRINCIPAL/SUPERVISOR \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Date

*NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).*

**APPENDIX A-2**

SOUTHWEST LOCAL SCHOOL DISTRICT

**GRIEVANCE FORM - STEP THREE**

GRIEVANT \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

SCHOOL \_\_\_\_\_

POSITION OF GRIEVANT \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

DISPOSITION OF SUPERINTENDENT \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

*NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).*

**APPENDIX A-3**

SOUTHWEST LOCAL SCHOOL DISTRICT

**GRIEVANCE FORM - STEP FOUR**

GRIEVANT \_\_\_\_\_

GRIEVANCE# \_\_\_\_\_

SCHOOL \_\_\_\_\_

POSITION OF GRIEVANT \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

DISPOSITION OF BOARD \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

*NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).*

**APPENDIX A-4**

SOUTHWEST LOCAL SCHOOL DISTRICT

**GRIEVANCE FORM - STEP FIVE**

GRIEVANT \_\_\_\_\_

GRIEVANCE# \_\_\_\_\_

SCHOOL \_\_\_\_\_

POSITION OF ASSOCIATION \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

DISPOSITION AND AWARD OF ARBITRATOR \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

*NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).*

**APPENDIX B-1**

SOUTHWEST LOCAL SCHOOL DISTRICT

**TEACHER EVALUATION - FORM I**

STAFF MEMBER \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATE \_\_\_\_\_

FORMATIVE PRE-EVALUATIVE CONFERENCE

(MUTUALLY ARRIVED AT GOALS)

Establishment and Monitoring of Performance Goals  
(attach additional material as needed)

<u>DATE</u>	<u>PERFORMANCE GOALS FOR EVALUATION PERIOD</u>	<u>MEANS FOR MEASURING THE DEGREE TO WHICH THE GOALS WERE REACHED</u>
-------------	--	---

**APPENDIX B-2**

SOUTHWEST LOCAL SCHOOL DISTRICT

**TEACHER EVALUATION - FORM II**

STAFF MEMBER \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

SCHOOL \_\_\_\_\_

OBSERVATION DATE \_\_\_\_\_

CONFERENCE DATE \_\_\_\_\_

FORMATIVE POST-EVALUATION CONFERENCE

COMMENTS

NEXT EVALUATIONS    \_\_\_\_\_ FORMATIVE    \_\_\_\_\_ SUMMATIVE    \_\_\_\_\_ FINAL

TEACHER \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX B-3**

SOUTHWEST LOCAL SCHOOL DISTRICT

**TEACHER EVALUATION - FORM III**

(TO BE USED AS THE SUMMATION FOR FORMATIVE OR SUMMATIVE)

STAFF MEMBER \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

SCHOOL \_\_\_\_\_

CONFERENCE DATE \_\_\_\_\_

A. A SUMMARY OF THE EVALUATION PROCESS:

B. REDIRECTION/RECOMMENDATIONS:

C. CONTRACT RECOMMENDATION(S):

SIGNATURES INDICATE COMPLETION OF THE PROCESS, BUT NOT NECESSARILY AGREEMENT.

TEACHER \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

**APPENDIX B-4**

SOUTHWEST LOCAL SCHOOL DISTRICT

**FORM IV**  
**SUMMATIVE TEACHER EVALUATION RECORD**  
I, II, III  
(Circle One)

Teacher \_\_\_\_\_ Grade Level \_\_\_\_\_ Evaluation Date \_\_\_\_\_  
Subject \_\_\_\_\_ Time \_\_\_\_\_

**I. PREPARATION AND PLANNING**

S - Satisfactory  
M - Marginal  
U - Unsatisfactory  
N/A - Not Applicable

S	M	U	N/A	Defined as the following, when applicable	
___	___	___	___	A. The teacher demonstrates a high degree of knowledge, understanding, and skill with respect to the subject matter being taught.	_____ _____ _____
___	___	___	___	B. He or she makes current lesson plans in such a manner as to insure the continuance of the regular instructional program.	_____ _____ _____
___	___	___	___	C. He or she adapts plans to circumstances.	_____ _____ _____
___	___	___	___	D. He or she plans in advance.	_____ _____ _____

**II. CLASSROOM MANAGEMENT**

S	M	U	N/A	Defined as the following, when applicable:	
___	___	___	___	A. The teacher creates a room atmosphere appropriate to the learning emphasis.	_____ _____ _____
___	___	___	___	B. He or she administers classroom routines effectively.	_____ _____ _____
___	___	___	___	C. He or she maintains control.	_____ _____ _____

**III. TECHNIQUES OF INSTRUCTION**

S	M	U	N/A	Defined as the following, when applicable:	
___	___	___	___	A. The teacher provides for purposeful use of each pupil's time.	_____ _____ _____
___	___	___	___	B. He or she guides the pupils into effective work habits.	_____ _____ _____
___	___	___	___	C. He or she adapts materials and methods to the interests, needs, and abilities of groups and individual pupils.	_____ _____ _____
___	___	___	___	D. He or she makes certain that assignments and directions are clearly understood, and allows ample time for completion of tasks.-	_____ _____ _____
___	___	___	___	E. He or she makes use of a variety of available teaching aids and materials.	_____ _____ _____

\_\_\_ \_\_\_ \_\_\_ \_\_\_ F. He or she uses appropriate assessment techniques. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ \_\_\_ \_\_\_ \_\_\_ G. He or she utilizes positive motivational strategies. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. PUPIL-TEACHER RELATIONSHIPS**

S M U N/A Defined as the following, when applicable:

\_\_\_ \_\_\_ \_\_\_ \_\_\_ A. The teacher uses praise. Criticism is constructive. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ \_\_\_ \_\_\_ \_\_\_ B. He or she shows respect for pupil opinions and suggestions. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ \_\_\_ \_\_\_ \_\_\_ C. He or she handles behavior problems without emotional extremes. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUMMARY: \_\_\_\_\_

SIGNATURES INDICATE COMPLETION OF THE PROCESS, BUT NOT NECESSARILY AGREEMENT.

TEACHER \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

TEACHER COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX B-5**

SOUTHWEST LOCAL SCHOOL DISTRICT

**TEACHER EVALUATION - FORM V**

Record of Information Conference

Name of Teacher \_\_\_\_\_

Name of Evaluator \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

Description of problem: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Evaluator

This is to acknowledge that a copy of the above form has been given to me.

\_\_\_\_\_  
Signature of Teacher

Statement by teacher if desired: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Teacher

NOTE: Original to be kept in principal's confidential file of teacher.

**APPENDIX B-6**

SOUTHWEST LOCAL SCHOOL DISTRICT

**TEACHER EVALUATION - FORM VI**

Name of Teacher \_\_\_\_\_

School \_\_\_\_\_

It has been noted that after \_\_\_\_\_ informal conference(s), the following problem has reoccurred:

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

\_\_\_\_\_  
Signature of Evaluator

This is to acknowledge that a copy of the above form has been given to me.

\_\_\_\_\_  
Signature of Teacher

Statement by teacher if desired: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Teacher

**APPENDIX C**

SOUTHWEST LOCAL SCHOOL DISTRICT

**NOTICE AS TO TEACHER'S SALARY**

Revised Code, Sec. 3319.12

Employee is responsible for notification of any error  
in the District's calculation of teacher experience.

OFFICE OF THE BOARD OF EDUCATION OF  
Southwest Local School District  
Harrison, Ohio

\_\_\_\_\_, 19\_\_\_\_

TO \_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY NOTIFIED that your salary for the School Year of 19\_\_\_\_-19\_\_\_\_ will be  
\_\_\_\_\_ Dollars.

Said salary will be payable beginning \_\_\_\_\_, 19\_\_\_\_,  
and ending \_\_\_\_\_, 19\_\_\_\_, for a total of \_\_\_\_\_ workdays.

Degree(s) \_\_\_\_\_

Teaching Experience \_\_\_\_\_

District Service \_\_\_\_\_

THE BOARD OF EDUCATION

\_\_\_\_\_  
President

By \_\_\_\_\_  
Treasurer

**APPENDIX D**

**SOUTHWEST LOCAL SCHOOL DISTRICT**

**PERSONAL LEAVE**

I, \_\_\_\_\_, request \_\_\_\_\_ days for personal leave.

My absence from regular duty begins:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Date Year

I will return on:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Date Year

Use of 1/4 or 1/2 day is encouraged whenever possible.

Application for personal leave shall be made to the immediate supervisor at least forty-eight (48) hours in advance of the requested absence date.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Social Security Number

**APPENDIX E**

SOUTHWEST LOCAL SCHOOL DISTRICT

**APPLICATION FOR SICK LEAVE**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

I request \_\_\_\_\_ day/days of sick leave beginning \_\_\_\_\_  
(time & date)  
and ending \_\_\_\_\_.  
(time & date)

I am applying for sick leave as provided in Revised Code Section 3319.14.4 and that use of sick leave is justified for the following reasons:

1) \_\_\_\_\_ Personal Illness, Injury, Pregnancy or Related Illness  
Name & Address of attending physician (if any)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_ Family Illness or Injury  
Name & relationship of immediate family member  
\_\_\_\_\_

3) \_\_\_\_\_ Other Please explain  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature  
Social Security No. \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

The employer may ask for the doctor's recommendation himself/herself by talking with the physician. Management may ask the employee:

who the doctor is;  
what is the doctor's recommendation for leave.

The teacher can bring a statement with a recommendation. If he/she chooses not to bring a statement, management may call the recommending physician.

**APPENDIX F**

SOUTHWEST LOCAL SCHOOL DISTRICT  
**CITIZEN'S REQUEST FOR RECONSIDERATION OF MATERIALS**

Author \_\_\_\_\_ Hardback \_\_\_\_\_ Paperback \_\_\_\_\_  
Title \_\_\_\_\_  
Publisher (if known) \_\_\_\_\_

Request initiated by \_\_\_\_\_  
Telephone \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_

Complainant represents  
\_\_\_\_\_ himself/herself  
\_\_\_\_\_ (name organization) \_\_\_\_\_  
\_\_\_\_\_ (identify other group) \_\_\_\_\_

Please use reverse side if necessary for answers.

1. To what in the work do you object? Please be specific; cite page \_\_\_\_\_  
\_\_\_\_\_
2. Why do you object to the work?  
\_\_\_\_\_
3. What do you feel might be the results of reading this work?  
\_\_\_\_\_
4. Did you read the entire work? \_\_\_\_\_ What pages or sections?  
\_\_\_\_\_
5. Are you aware of the judgement of this work by critics?  
\_\_\_\_\_
6. Are you aware of the teacher's purpose in using this work?  
\_\_\_\_\_
7. What do you believe is the theme or purpose of this work?  
\_\_\_\_\_
8. What would you prefer the school do about this work?  
\_\_\_\_\_ Do not assign or recommend it to my child.  
\_\_\_\_\_ Withdraw it from all students.  
\_\_\_\_\_ Send it back to the respective department or library for reevaluation.
9. In its place, what work of equal value would you recommend that would convey as valuable a picture and perspective of a society or a set of values?  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Complainant)

**APPENDIX G**

**SOUTHWEST LOCAL SCHOOL DISTRICT**

**CERTIFIED UNPAID LEAVE**

I, \_\_\_\_\_, request \_\_\_\_\_ days for unpaid leave.

My absence from duty begins:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Date Year

I will return on:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month Date Year

An unpaid leave will be granted for:

- A. Two (2) day during the employee's first three years of employment with the district.
- B. Six (6) days during the employee's fourth through eighth year in the district.
- C. Six (6) days during every ten (10) years of continuing service in the district after the eighth year.  
These days are not cumulative within this category.

These days are not cumulative from one category to another. However, these days may be used consecutively within a category.

All leaves must be requested at least two (2) weeks in advance, unless unique circumstances occur.

Leaves will not be granted if a qualified substitute, as determined by the administration, cannot be secured.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Social Security Number