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NEGOTIATED AGREEMENT

BETWEEN THE

SENECA EAST BOARD OF EDUCATION

AND THE

SENECA EAST EDUCATION ASSOCIATION

EFFECTIVE AUGUST 1, 2013 THROUGH JULY 31, 2016

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ARTICLE I - DOCUMENT GOVERNING NEGOTIATIONS

A. Recognition

The Seneca East Board of Education (herein referred to as the Board) recognizes the Seneca East Education Association (herein referred to as the Association), an OEA/NEA local, as the sole and exclusive bargaining representative of all full-time and part-time certificated employees (herein referred to as teachers or employees) employed by the Board under a regular teaching contract. All other employees (administrators and non-certified employees) are excluded from the bargaining unit.

Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion. Membership in any organization, or the payment of dues to an organization, shall not be a condition of employment or continued employment.

This recognition constitutes an Agreement between the Board and the Association to reach mutual understanding regarding matters pertaining to wages, hours, and terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of a Collective Bargaining Agreement.

The Board hereby reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and the United States, including the right to the executive management and administrative control of the school system and its properties and facilities, the right to develop and adopt policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, except as expressly limited by the terms of this contract and Chapter 4117 of the Ohio Revised Code.

B. Directing Requests

Requests for negotiations shall be submitted to the Superintendent in writing by the Association President, or by the Superintendent to the President of the Association, no later than the second Monday of February in order for negotiations to take place in the last year of the contract.

The first negotiations meeting will be held no later than the second Monday in March unless changed by mutual agreement. At this initial meeting, both parties shall share all issues for negotiations. After this meeting, no additional items for negotiations shall be submitted by either party without the consent of the other party. The first meeting will consist of each side explaining and clarifying the substance and rationale for each issue shared and the setting of a bargaining agenda and ground rules including procedures. The time and place of each subsequent meeting shall be mutually agreed upon by the teams.

C. Negotiating Teams

The Board and the Association will be represented at all negotiations meetings by a team not to exceed six (6) members each unless mutually agreed.

D. Final Agreement

When a final tentative Agreement is reached, all issues will be reduced to writing and submitted to the Association for ratification and to the Board of Education for approval. No provision of the resulting Agreement shall discriminate against any staff member in regard to membership or non-membership in the bargaining unit. Following approval by both parties, the Agreement shall be binding on both parties.

Upon approval by both parties, all issues agreed to through negotiations shall be incorporated into the Negotiated Agreement. The revised contract shall be signed on behalf of the parties.

E. Disagreement/Mediation

After sixty (60) days prior to contract expiration date, if agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in the negotiations. If a party calls for Mediation involvement, the other party shall join in the request. Meetings shall be held at the discretion of the Mediator.

The Board and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures. The Board further recognizes that the members of the bargaining unit have the right to strike, provided that 1) the employee organization representing the employees have given a ten (10) day prior written notice of an intent to strike to the Board signifying the date and time of the day the job action is to commence; 2) the Agreement has expired; and 3) the impasse resolution procedure has been followed. The Association agrees that no strike shall be conducted during the term of this Agreement.

F. Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining except as specified below. It is further agreed that this Agreement supersedes all prior negotiated agreements.

G. Amendments

1. Negotiations may be opened over any subject or matter which the Board and the Association mutually agree to negotiate.
2. A labor-management team shall be maintained during the life of this Agreement.
3. If any provision(s) of this Agreement is rendered contrary to law, the provision(s) shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect. In the event the determination is that a provision(s) of this Agreement is contrary to law, this shall be reason for the immediate reopening of negotiations on that provision(s) only.
4. If during the life of the Agreement bargaining is necessary due to impact, severability, or a specified reopener provision within the terms of this Agreement, the parties shall meet and bargain.

If, after sixty (60) working days (excluding Saturdays, Sundays and legal holidays) from the first negotiating session, agreement has not been reached on all issues under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in the negotiations. If a party calls for Mediation involvement, the other party shall join in the request. Meetings shall be held at the discretion of the Mediator.

If the parties are unable to reach agreement after utilizing the aforementioned dispute resolution procedure, the status quo shall be maintained and will not be subject to change during the remainder of the Agreement or the subject of future bargaining during the term of the contract.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

Grievance - a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Agreement.

Days - the term "days" shall mean all weekdays, except Saturday, Sunday, legal holidays, or school calendar days not in session.

Grievant - the Association or the employee(s) initiating a grievance.

Appropriate Supervisor - the lowest level administrator having the authority to resolve the grievance.

B. Procedural Steps

Informal The teacher and his/her building principal are directed to resolve problems through free and informal communications. Should such communications fail to resolve the problem, then the individual shall indicate that the meeting should be considered the informal meeting of the grievance procedure and file a written grievance utilizing the following procedure.

Step 1. Within fifteen (15) work days following an incident giving rise to the grievance, the grievant may file a formal grievance on a form to be supplied by the Association representative. This form will be filed with the appropriate supervisor by certified or hand delivered mail, return receipt requested.

Within ten (10) work days after the receipt of the notification to the appropriate supervisor, a meeting shall take place between the appropriate supervisor, the grievant and a representative of the Association. The appropriate supervisor shall have the option of being accompanied by another administrator, not the Superintendent, during this meeting. The answer to the grievance shall be given in writing to the grievant and the Association representative within ten (10) work days of this meeting.

Step 2. If the grievant is not satisfied with the disposition in Step 1, the grievant may within five (5) work days submit a written appeal to the Superintendent. Within five (5) work days after receipt of the appeal to the Superintendent, a hearing shall be scheduled. The grievant shall have the right to request a hearing before the Superintendent and to be accompanied by a representative of the Association at the hearing. Within five (5) work days of the hearing, the Superintendent

shall indicate his disposition of the grievance in writing to all parties involved.

Step 3. If the grievant is not satisfied with the disposition of the grievance through Step 2, he/she may, within five (5) work days from the receipt of such disposition, submit a written appeal to the Seneca East Board of Education. The Board shall schedule a hearing for the grievance to be held within thirty (30) days of the receipt of the Step 3 appeal. The decision on the grievance at Step 3 shall be rendered by the Board and shall be given in writing to the grievant and the Association President within five (5) work days of the Board's hearing.

Step 4. If the grievant is denied the grievance at Step 3, the grievant may ask the Association to submit it to Binding Arbitration. If the Association agrees to submit it to Binding Arbitration they shall notify the Board of their intent to proceed to Binding Arbitration.

Within five (5) days of receipt of notification of the intent to proceed to Binding Arbitration, the Board shall notify the Association whether they will agree to proceed to Binding Arbitration. If the Board elects not to consent to Binding Arbitration, then the Association may proceed to Common Pleas Court as final resolution.

If the Board agrees to Binding Arbitration, the Arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to Binding Arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

The Arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential. The decision of the Arbitrator shall be final and binding on the Board, the grievant, and the Association.

The costs for the Arbitrator and hearing room shall be shared equally by the Board and the Association. Each party shall bear its own costs if Common Pleas Court is used as Step 4.

C. General Provisions or Conditions

1. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an interested party, the time limits set forth herein shall be reduced by the President of the Association and the Superintendent so that the

grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

2. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested.
3. Meetings and hearings held under this procedure up through and including Step 3 shall not be held during the school day.
4. All interested parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay and/or benefits.
5. A grievance may be withdrawn at any step without prejudice or record.
6. The Association has the exclusive right to file grievances and to be present at the adjustment of any and all grievances.
7. Grievance forms shall be exhibited in the Appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
8. The fact that a grievance is alleged by an employee(s), regardless of its ultimate disposition, shall not be recorded in the employee's(s') file nor shall the employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
9. The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.
10. Timelines for any step in this procedure may be extended upon mutual consent.

ARTICLE III - LEAVES

A. Sick Leave

Sick leave may be used for personal illness, pregnancy, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

1. There shall be one and one-fourth (1-1/4) days of sick leave per month, credited at the end of the month, for each teacher and employee. Full time employees including teachers shall receive sick leave for twelve (12) months each year. The sick leave shall be cumulative to a maximum of two hundred seventy-five (275) days.
2. New employees to the District shall be credited with five (5) sick leave days.
3. An employee requesting use of sick leave shall file an "Application for Use of Sick Leave" form with the principal when they return to work. The filing, by an employee, of willfully false information on this form may be considered grounds for suspension or dismissal.
4. In emergency situations that arise after the use of all accumulated sick leave days stated above, an employee may request from the Superintendent an advance of sick leave days, not to exceed ten (10) days from the upcoming school year. This advance may be granted at the Superintendent's discretion.
5. In the event an employee who has received an advance leaves the system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.
6. Proof of illness or absence for other reasons must be established with the Superintendent in the following manner:

After more than five (5) days of consecutive absence on sick leave, the Superintendent may require a doctor's certificate to corroborate the reason for the absence. The doctor's certificate must specify the anticipated number of days the teacher will be absent.
7. A teacher may use a part or all of the accumulated leave before two hundred seventy-five (275) days have accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to a maximum of two hundred seventy-five (275) days by regular attendance. The primary purpose of a sick leave policy is to protect a teacher against loss of pay because of personal illness.

8. When sick leave is used due to an illness or injury to a member of the immediate family, the term "immediate family" shall be interpreted to include spouse, children, parents, siblings, parents-in-law, grandparents, grandchildren, legal guardian, ward, stepchildren and other dependent or relative regardless of residence.
9. When sick leave is used due to death in the immediate family, the term "immediate family" shall be interpreted to include spouse, children, parents, parents-in-laws, siblings, grandparents, grandchildren, legal guardian, ward, stepchildren and other dependent or relative or persons who have assumed similar positions regardless of residence.
10. A teacher missing more than his/her accumulated sick leave and any applicable advances as found in 3319.141 of the Ohio Revised Code as of any date for reasons listed or for any reason shall receive salary deductions in accordance with the following formula: Annual salary divided by number of days employed equals daily wage. Daily wage times the days of absence not credited equals the amount to be subtracted from the salary.
11. Employees who have exhausted their accumulated sick leave days including any advances, may petition the Labor-Management Committee for review and consideration of sick leave days donations from other employees.
12. Sick leave taken in association with the birth of a child may not be extended over two (2) school years without a valid excuse from a medical doctor and approval of the Superintendent. Maternity leave shall be limited to ten (10) weeks from the child's date of birth unless additional time is prescribed by the doctor. The doctor will provide verification for any extended time needed.

B. Family and Medical Leave (FMLA)

An employee who has worked for the District for at least twelve (12) months is eligible for twelve (12) work weeks of FMLA during each twelve (12) month period (August 1 through July 31 of each year) provided the employee worked in the twelve (12) months preceding the beginning of the first day of leave.

1. Types of Leave

An eligible employee may take FMLA leave for:

- a. the birth and first-year care of a child
- b. the adoption or foster placement of a child
- c. the serious illness of an employee's spouse, parent, or child
- d. the employee's own serious health condition that makes the employee unable to perform his/her job

2. An employee may elect, or the District may require an employee to use accrued paid vacation, personal or sick leave prior to using unpaid family leave. In the case of a newborn baby or the adoption of a child less than one (1) year old, the employee may choose to save up to ten (10) days of sick leave and use family leave first. An employee cannot compel the District to permit the employee to use accrued medical/sick leave in any situation in which the leave could not normally be used.

3. Spouse Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks. In the case of a seriously ill child, both employees are entitled to use up to twelve (12) weeks each. An employee may not take FMLA leave to care for a parent-in-law.

4. Intermittent and Reduced Leave

- a. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.
- b. Reduced leave is scheduled leave that reduces the employee's usual number of hours per work week or hours per work day.
- c. Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child, or parent and is subject to employer approval unless medically necessary. Such leave may not be used for the birth or adoption/placement of a child.
- d. The employee who wishes to use intermittent or reduced leave must have the prior approval of the District.
- e. In the case of intermittent or reduced leave, the District may transfer the employee to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position. The employee must furnish the District with the expected dates of the planned medical treatment and the duration of the treatment in advance. The Superintendent must authorize such leave in writing.

5. Benefits

- a. The District will maintain the employee's health coverage under the District's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the District to pay the employee's share of health insurance (e.g., family coverage) prior to the beginning of the FMLA leave.
- b. The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period.

Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

6. Notice

- a. When the FMLA leave is foreseeable, the employee must notify the District in writing of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.
- b. The District may deny the leave if the employee does not meet the notice requirements.

7. Certification

- a. The District will require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion may be required, both at the expense of the District.
- b. Certification must include:
 - 1) the date the illness commenced
 - 2) probable duration of illness
 - 3) the appropriate medical facts
 - 4) assertion that the employee is unable to perform job functions or is needed to care for a sick family member, for a specific period of time
- c. It will be the employee's responsibility to report periodically as to his or her status and intention to return to work. Upon the employee's return to work, the District will require that the employee present a fitness statement from the employee's health provider certifying that the employee is able to return to work.

C. Unpaid Leave of Absence

1. Upon written notice to the Superintendent, a teacher may be granted an unpaid leave of absence with the formal approval of the Board of Education.
2. Unpaid leave of absence may be requested for the following purposes:
 - a. Maternity/Paternity/Adoption
 - b. Personal Illness

- c. Physical or Mental Disability
 - d. Military Service
 - e. Educational Purposes
 - f. Other reasons specifically approved by the Superintendent
3. An unpaid leave of absence may be for up to one (1) school year, unless additional time is granted by the Board of Education. If the leave will extend through the end of the second semester, the teacher must notify the Superintendent, in writing, of his/her contractual intentions for the next school year prior to June 1st. Failure to comply with this provision may result in forfeiture of the teacher's right to return to work.
 4. An employee desiring such leave shall present, in writing, to the Superintendent a request for the leave that clearly states the purpose and the duration. When the leave is for personal illness or physical and/or mental disability, the employee shall attach a doctor's statement that specifies the medical reason for the request and the anticipated duration.
 5. Without request, the Board of Education may grant an unpaid leave of absence for physical or mental disability. Such unpaid leave will not replace the use of accumulated sick leave.
 6. When the leave is used for maternity purposes, it shall be granted upon request of the teacher and will begin at any time following the birth of the child or upon a teacher exhausting Sick Leave, a combination of Sick Leave and Family and Medical Leave, or Family and Medical Leave.
 7. When the leave is for paternity purposes, the beginning date shall be anytime during the first year after the birth or de facto custody of a child. If both parents are employed by the system, in no case will the leave be granted concurrently.
 8. A teacher adopting a child, upon written notice to the Superintendent, shall be granted unpaid leave. The beginning of the leave shall be any time during the first year after receiving de facto custody of a child of less than school age. The teacher shall notify the Superintendent of their intent to take said leave within one (1) month after notification from the placement agency of the effective date of de facto custody.
 9. The return date of the teacher shall be determined by the Superintendent and the teacher to coincide with the beginning of the school year, the beginning of a semester, or at another mutually acceptable time if an opening becomes available. Written notice of a teacher's intent to return to work shall be at least thirty (30) days prior to the date the teacher would like to return.

10. The Superintendent shall make every effort to reinstate the person to his/her original position or to a comparable position upon return to service. If this is not possible, the teacher shall be assigned to a position in the school system based upon his/her certification. Failure to accept this position shall result in the forfeiture of his/her right to return to work.
11. The teacher will not continue to accumulate seniority, sick leave, or personal leave nor be eligible for payment for calamity days during the duration of the unpaid leave; however, they will be entitled to return with the same seniority level, accumulated sick leave, and salary schedule placement as prior to the leave.

D. Personal Leave

1. Each school year an employee will be granted up to three (3) days of personal leave, with no loss of compensation, when it is necessary to be absent for reason(s) not covered by any other type of paid leave.
2. Personal leave may only be used to conduct personal activities that cannot be transacted on other than school time. No reason for the use of personal leave must be stated by an employee, either verbally or in writing. An employee's signature on the Personal Leave Request Form certifies that the leave is not being used in violation of any of the following provisions:
 - a. Personal leave may not be used for any reason that relates to an outside job or to the securing of other employment. An exception will be made to this provision when the need to seek other employment is due to an action of the Board of Education.
 - b. When make-up days are needed, personal days may not be used for personal or family vacation on those days.
3. All requests for use of personal leave must be made on the proper form (Appendix I) and submitted at least three (3) days in advance (except in extenuating circumstances).
 - a. The Superintendent or designee shall be responsible for the approval of requests for personal leave.
 - b. Personal leave shall be granted upon the availability of certified substitutes.
4. Personal leave may only be used as either half or full days.
5. In emergency situations that arise after the use of the three (3) personal leave days stated above, an employee may request from the Superintendent an advance of personal leave from the upcoming school year. This advance may be granted at the Superintendent's discretion.

In the event an employee who has received an advance leaves the system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.

6. If there is substantial reason for the Superintendent to believe that the above provisions have been violated, an employee will be required to supply more specific information about the use of a particular day of personal leave. Violation of these provisions could result in a loss of pay to the employee which is equal to the amount of personal leave taken.
7. Any teacher having unused personal leave days remaining at the end of the school year shall have those days converted to sick leave and/or the days may be reimbursed at the sub rate per day. A teacher shall receive a fourth personal day at the end of each school year (2013-2016) which may be converted to sick leave or may be reimbursed at the teacher's per diem rate.
8. After accumulating two hundred seventy-five (275) days of sick leave, any unused personal leave days will be reimbursed at the current substitute rate of pay. Such payment will be made on the last pay period in June.
9. If a teacher has three (3) or fewer absences during a school year, due to sick leave usage, that teacher shall receive one (1) day's pay, at the teacher's per diem rate, at the end of the school year.

E. Assault Leave

Any certified employee who is absent due to a disability resulting from an assault upon said employee, that occurs on Board premises, while in attendance at an official school function, or in the course of said employee's employment shall, subject to the approval of the Superintendent or designee, be granted assault leave. During such assault leave, said employee shall be maintained on a full-pay basis.

Assault leave may not be granted under this policy unless the employee in question:

1. Has a signed written statement justifying the granting and use of assault leave. Said statement shall be on Board-approved forms (Appendix J), which will include the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known. Additionally, the employee must file an incident report with the appropriate legal authorities.
2. Provides a certificate from a licensed physician stating the nature and duration of the physical disability and the necessity of absence from regular employment.

3. Provides a statement that he/she will not work to gain income for the duration of the assault leave.

Assault leave shall not be charged against sick leave earned or earnable by the employee, and will be used before sick leave is used.

Falsification of any of the above signed statements or the physician's statement shall be grounds for suspension or termination of employment under O.R.C. 3319.16.

F. Association Leave

Association Days shall be defined as follows: a day or days for an Association member or members to participate in, conduct business, or act on behalf of the Association. Up to a total of seven (7) Association Days per school year shall be granted with the approval from both the Superintendent and the Seneca East Education Association President.

The Association agrees to pick up the cost of a substitute when a substitute is used to cover a member/members use of Association Days.

ARTICLE IV - WORKING CONDITIONS

A. Assignment

Teachers whose teaching assignment (i.e., subject area or elementary grade) is under consideration for change will be given written notification and reasons for the proposed change and will have ten (10) working days from the receipt of the notification to schedule a meeting with the administration in order to discuss the reasons for the change. The Superintendent reserves the right to make teaching assignment changes at any time. If a teacher's assignment is changed subsequent to July 10, he or she will be released by the Board from the contract without taking action to revoke the certificate, if the resignation is submitted within ten (10) days of notification of the change.

B. Evaluation

During the 2013-2014 school year, the Board and the Association will appoint a committee (set numbers from each body) to modify Article IV to meet the required state standards.

The Committee shall make a recommendation to the Board and Association by November 1, 2013.

1. Purpose

- a. To assess an employee's work performance.
- b. To help the employee to achieve greater effectiveness in the performance of his/her work assignment.
- c. To constitute the basis for personnel decisions including continuing contract status, limited contract renewal or contract non-renewal or termination, as required by the terms of this contract.

2. Procedures - No bargaining unit member shall be non-renewed without compliance by the Board with the following procedures:

- a. Evaluation of an employee shall be conducted by a non-bargaining unit employee of the Board holding at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22, and each employee shall be informed in writing by October 1 each year of the name and the position of his/her evaluator for the year.
- b. All limited contract employees who may be subject to non-renewal of their limited contracts shall be evaluated twice per year. The first evaluation shall be completed prior to January 15. The second evaluation shall be completed prior to April 1.
- c. All other employees shall be evaluated at least once per year prior to May 1.

- d. If deficiencies are noted, employees shall be subjected to additional evaluations irrespective of contract status.
- e. Criteria for Evaluation
 - 1) An employee shall be evaluated on criteria set forth in the Evaluation Instrument, Appendix D of this Contract.
 - 2) No employee shall be evaluated on his/her work performance except after observations of the work performance of the employee.
 - 3) All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. However, evaluators shall reserve the right to unannounced visitations to teacher's classroom.
 - 4) No misleading, inaccurate, or undocumented information may become part of an employee's performance evaluation report.
- f. A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes.
All of the evaluator's observations shall be compiled in writing and a copy of the written observation report shall be given to the employee within ten (10) work days of the observation.
- g. Identification of deficiencies
 - 1) Observations resulting in identification of performance deficiencies shall be followed within ten (10) work days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.
 - 2) The evaluator shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways the employee can correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency. The responsibility to demonstrate improvement rests with the teacher.
- h. Finalization of evaluation
 - 1) For each evaluation, a copy of a formal written evaluation report shall be given to the employee prior to a conference which shall be held between the employee and the evaluator

in accordance with the timelines set forth in subsection 2.b. above.

- 2) The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report.
- 3) The employee shall have the right to make a written response to the evaluation within fifteen (15) work days following the conference and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.
- 4) If the evaluator or the Superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, the Superintendent will schedule a conference with the employee to explain the reason(s) before any official action is taken by the Board.
- 5) An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending contract non-renewal, contract termination, or denial of continuing contract.

- i. Any violation of these procedures shall be subject to the grievance procedure. This procedure supersedes O.R.C. 3319.111.

C. Mentor Teacher Program

1. Purpose

The Mentor Teacher Program is intended to aid in the development and remediation of teachers on limited contracts. This program is a supplement to the Seneca/Wyandot County Mentor Teacher Program.

2. Procedure

- a. Building Administrators in conjunction with SEEA building representatives will at the end of each school year identify teachers, who might serve as mentor teachers for the coming school year.

Eligible teachers should have at least three (3) years teaching experience in the Seneca East schools. Participation by mentor teachers shall be voluntary.

- b. Participating limited contract teachers shall be identified by the building administrator.
- c. The mentor teacher and the assigned limited contract teacher shall develop an assistance plan for the assigned teacher. This plan shall focus on skill enhancement.
- d. The assistance plan shall include two (2) full days which shall be used as follows:
 - 1) One-half (1/2) of each of the two (2) days shall be used by the mentor teacher to observe the assigned teacher.
 - 2) One-half (1/2) of each of the two (2) days shall be used for the assigned teacher to observe the mentor teacher.

Substitute teachers shall be provided for each of the teachers for these two (2) days.

- e. If either teacher believes additional observation opportunities would be beneficial, that request may be made to the building principal.
- f. The participating teacher and the mentor teacher will meet at the end of each quarter to review the completion of the agreed to assistance program which shall include the necessary elements of the Seneca/Wyandot program.
- g. A short non-evaluative report outlining the completed elements of the program will be submitted to the building principal following the meeting cited in paragraph f. above.

3. Compensation

The mentor teacher shall be paid a stipend in accordance with Article V. L. Supplemental Salary Schedule.

4. Restrictions

The results of participation in this program shall not be used by either the Association or the administration in conjunction with the evaluations or contract status of either the participating teacher or the mentor teacher.

This program shall not be considered a waiver from nor an addition to the requirements under O.R.C. 3319.111 for the non-renewal of contracts.

D. Vacancy Notification

- 1. All teaching vacancies that occur prior to the closing of school shall be posted on a bulletin board for a period of five (5) work days.

2. A position is considered vacant when:
 - a. an employee dies
 - b. an employee resigns
 - c. an employee retires
 - d. a new position is created
 - e. an employee is reassigned to another teaching position within the District and the Board has not filled it
 - f. an employee's contract is non-renewed
3. Employees interested in posted vacancies shall indicate such interest in writing to the Superintendent within five (5) work days from the date of the posting or within five (5) days from the date of mailing of the posting, whichever is applicable.
4. Teachers wishing to be considered for a different position within the District for the succeeding school year must notify the administration by the end of the school year by using the form in Appendix G. For vacancies occurring after the last teacher work day, the administration contacts the current employee(s) who have submitted a written interest of transfer to said position. If the employee declines the transfer to the position, the administration will fill the position at its discretion.
5. For vacancies occurring during the summer, employees must leave a vacation address and telephone number with the Board if they wish to be considered for these vacancies.
6. Current employees of the District who are certified/licensed for the position shall be granted an interview and shall be given first consideration over all other candidates for said position. The best candidate for a vacancy will be recommended for the vacancy, providing they meet all the qualifications of the job description. Certification/licensure, qualities of teaching performance, prior evaluations within education and the length of service with the District shall be the factors used to determine the best candidate for filling the vacancy. When the first three (3) factors are equal, then in that event, length of service with the District shall be the deciding factor to fill the vacancy.
7. If the Superintendent determines not to recommend a current employee for the position, the employee will be notified in writing of the reason for the Superintendent's decision within five (5) work days. Except as set forth above, this policy shall not in any way infringe upon the Board's authority to hire qualified people for a vacancy.
8. Extracurricular openings shall be posted prior to the close of the school year.

E. Payroll Deduction of Association Dues

Dues for membership in the SEEA, OEA, NEA, and NWOEA shall be deducted from an employee's pay as authorized in writing by the employee. The deductions shall be made in equal payments starting in November for twenty (20) pay periods. Authorization for such deductions shall be submitted to the school District's Treasurer on or before October 10. During the school year a designated Association representative will pick up the deducted dues from the District's Treasurer within one (1) week of deduction and during June, July and August dues will be forwarded to the Association's Treasurer.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the school District Treasurer otherwise in writing (with a copy to the SEEA president) during the first ten (10) days of the school year.

The SEEA President (or designee) shall annually provide the school District Treasurer with the following lists and any necessary payroll deduction forms:

1. a list of all members desiring annual payroll deduction;
2. a list of all members desiring continuous payroll deduction, for the first time; and
3. a list of those members who have continuous payroll deductions from previous years with total dues amounts.

F. Certification/Licensure Maintenance

A certified/licensed staff member will be required to maintain all current Ohio certifications/licensures.

G. Continuing Contract Status

A teacher holding a limited contract has the option of applying for a continuing contract prior to September 15. Application must be made in person to the Superintendent with complete documentation of requirements for tenure under Ohio law.

H. Staff Reduction

If the Board of Education determines that it is necessary to reduce the number of instructional staff, the following guidelines will be followed:

1. Reasons for a Reduction

- a. Decrease in pupil enrollment from the previous year and/or a decrease in pupil enrollment in grade level or subject area.
- b. Return to duty of a regular teacher after a leave of absence.
- c. Suspension of schools or territorial changes affecting the District.
- d. Curriculum changes (i.e., dropped courses, elimination of courses or programs).
- e. Financial reasons (documentation for this determination will be shared with the President of the Association at the time he/she is notified of the Board's intent).

2. Procedures

- a. The SEEA President will be notified in writing of any intended staff reduction sixty (60) days prior to June 1st and the Board may not take any official action for at least seven (7) calendar days after said notification.
- b. To the extent possible, the number of teacher contracts to be suspended will be minimized by not employing replacements for those teachers who have retired, resigned, or whose contract has been non-renewed. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
- c. The remaining reductions, if necessary, shall be done through seniority with a preference given to those on continuing contract.
 - 1) Seniority for the purpose of this Agreement shall be defined as the number of years of continuous service in this District. Part-time teachers' [those teachers employed for less than four (4) hours per day] seniority shall be determined on a percentage basis.
 - 2) If two (2) or more individuals have equal seniority as defined above, the following shall apply:
 - a) the date of the Board meeting at which the teacher was hired
 - b) by lot as conducted by the Superintendent with the assistance of the Association President
- d. The Superintendent shall provide the SEEA President with a seniority list by January 15 of each year. The SEEA President will certify the list as being correct by February 15 of each year.
 - 1) The list shall be prepared by listing all teachers by seniority (as defined herein).
 - 2) The seniority list shall also reflect each teacher's contract type and teaching fields. Only certificates/licenses on file with the Superintendent at the time the Association is notified of the intended reduction will be considered.

- 3) Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they receive additional seniority for the time on leave.
 - 4) A teacher on a multi-year limited contract shall have no seniority over a teacher whose limited contract is of a lesser term.
- e. Teachers on limited contracts with the least seniority in the teaching fields affected shall have their contracts suspended first. In the event that continuing contract employees must be reduced, their contracts shall also be suspended according to seniority as defined herein.
 - f. Recall shall be done in reverse order; continuing contracts with the most seniority, then limited contracts with the most seniority.
 - 1) Recall shall be to an open position for which the person has provisional, professional, or permanent certification/licensure.
 - 2) A teacher suspended pursuant to this subsection may displace a more junior teacher in another certification/licensure area if the more senior teacher is certified/licensed in that area.

3. Recall Rights

- a. Teachers on continuing contract who are suspended shall remain on the recall list indefinitely or until one (1) of the conditions listed below is met. Teachers on limited contract shall remain on the recall list for up to twenty-four (24) months or until:
 - 1) He/she waives their recall rights in writing.
 - 2) He/she fails to accept an offered position for which they are certified/licensed within fifteen (15) working days of receipt of the official notification (certified mail to last known address).
 - 3) He/she resigns.
 - 4) He/she fails to report to work within ten (10) working days after receipt of the official notification, unless sick or injured.
- b. A recalled teacher shall be entitled to the same seniority level, total sick leave accumulation, and salary schedule placement as prior to the suspension of contract.
- c. Teachers on a recall list who are unemployed and do not otherwise have insurance available, may continue coverage with the group. The employee must pay the full cost of all premiums prior to the first of the month, or else be dropped from the insurance rolls.

I. Notice of Non-Renewal

Notwithstanding Section 3319.11 of the O.R.C., any member of the bargaining unit employed under a limited contract, and whose regular teaching contract is not

renewed, shall be notified in writing on or before April 30. For the purpose of this subsection, posting such written notice in the U.S. mail by registered or certified mail to such member's last known mailing address shall constitute "notice" to the member.

J. Length of School Day and Year

1. Each elementary teacher shall have no less than two hundred (200) minutes a week for preparation time during the school day.
2. Each secondary teacher shall have no less than one (1) daily planning period the length of a regular instructional period.
3. Each teacher shall have thirty (30) minutes of duty-free lunch periods each day. This time shall be consecutive in nature.
4. The length of the school day in the Seneca East Local School District shall be no longer than seven (7) hours and thirty (30) minutes. The day may be occasionally extended and professional educators may be expected to attend the following events:

- Staff Meetings
- In-Service
- Parent/Teacher Conferences
- Evaluation Conferences
- Open House
- Other School/Community Events
- Emergencies

If teachers are expected to attend, adequate notice will be given prior to planned events.

5. Teachers shall be permitted to leave their schools during their lunch periods, after making proper notification to the building office.
6. The length of the school year shall not exceed one hundred eighty-five (185) days. Three (3) of these days shall be work days defined as follows: one (1) day prior to school opening, one (1) day following students' last day, and one (1) to be used at the discretion of the staff member.

The remaining one hundred eighty-two (182) instructional days may include up to two (2) parent-teacher conference days and up to two (2) inservice days.

7. Parent/teacher conferences shall be scheduled each school year once each semester for elementary, junior high and high school. The conferences shall be scheduled over seven (7) hours thirty (30) minutes inclusive of a thirty

(30) minute meal break. The teacher may determine the scheduling within that time frame to accommodate the parents. Every effort shall be made to schedule a conference with all parents the first semester. The seven hours and thirty minutes (7:30) may be extended over two (2) calendar days.

8. There shall be two (2) days with two (2) hour early dismissals/delays on which employees are required to attend staff meetings for grade level, departmental curriculum discussion or in service for professional development.
9. By November 1 of each school year, a Calendar committee composed of three (3) bargaining unit members appointed by the Association and three (3) administrators appointed by the Superintendent will be established for the purpose of developing a calendar recommendation for the succeeding school year consistent with the School Year provisions. The Board shall have final approval of the calendar.

K. Playground Aides

Noon time playground aides will be assigned to cover all elementary (K-6) noon playground/noon recess duty. The playground aides will be assigned, in lieu of a teacher, to supervise all noon time children recess activity. After a playground aide training period, a certificated employee will be "on duty" to help if the playground aide should need assistance. "On duty" shall be defined as a teacher is available for assistance or can be reached for help, though the teacher need not be physically stationed on the playground.

A playground aide will be trained by the principal on his/her job duties. A teacher may be assigned to help, explain, show, and/or model playground supervision for the training effort of the playground aide. During the three (3) week training period per playground aide, a teacher may be assigned for no more than one (1) week of said training period. [i.e., three (3) teachers, one (1) week each].

L. Intervention Assistant Teams (IATs)

A teacher who is involved in an IAT shall be compensated in the following manner:

1. For IAT meetings held during the school day, a teacher shall be given release time from their regular teaching duties to perform the necessary IAT duties. In this case, the Board has agreed to provide a substitute for that period of time, if applicable.
2. For IAT meetings held outside of the school day, a teacher shall be compensated at \$20 per hour or a fraction thereof for performing said duties.

A teacher will not be deprived of any preparation time for their regular instructional duties nor directed or expected to extend their day for IAT duties.

M. Instructional Day

The administration and teaching staff will develop a policy that ensures efficient time management of the teaching resources.

N. Job Sharing

1. The Board will entertain proposals from teachers regarding job sharing. The following procedures must be followed:
 - a. Two (2) teachers who are qualified and certified/licensed for the same position may be granted, with the approval of the Board, the opportunity to share a job.
 - b. Teachers involved in the job sharing program will be employed on a one-half (1/2) time basis. The minimum of two hundred (200) minutes of planning time per week will be allocated to the shared position. The job sharing teachers will distribute between themselves the two hundred (200) minutes of planning time. The starting and ending times of job sharing teachers will be established by June 30 for the beginning of the next academic year. Any changes after June 30 must be acceptable to the job sharing teachers.
 - c. Fringe Benefits:
Each job sharing teacher will receive the following benefits:
 - 1) Health insurance -- job sharers will have the option of paying fifty percent (50%) of the insurance premium at the established group rate or not take the District's health insurance plan.
 - 2) Vision, Dental and Life Insurance benefits will be paid by the Board.
 - 3) All sick leave and personal leave days are accrued and accumulated as if job sharing teachers were full time [fifteen (15) sick leave days and three (3) half personal leave days].
 - d. Each job sharing teacher shall be credited with a full year of seniority and a full year of credit for placement on the salary schedule for each year they participate in a job sharing position. These teachers will waive their right to full-time employment until full-time positions become available. Job sharing will not be permitted unless requested by the employees and specifically recommended by the Superintendent for approval by the Board.
 - e. Teachers who are interested in job sharing must notify their building principal by May 1. The building principal and Superintendent will meet with staff interested in job sharing. Teachers who are

recommended for job sharing must submit a letter to the Board via the Superintendent requesting their contract to be reduced to one-half (1/2) time. Each job sharing teacher will be paid one-half (1/2) of their appropriate salary.

- f. Non-job sharing teachers on the recall list must be offered positions before job sharing teachers can be offered full-time contracts.
 - g. If one (1) of the job sharing teachers becomes unable to continue the job sharing program, the remaining job sharing teacher shall fill the full-time position. The other job sharing teacher will go on a leave of absence or use other appropriate leave provisions as outlined in this Agreement.
 - h. Inservice and conference days shall be counted towards seniority and contract days.
2. At the end of each academic year the teachers involved in job sharing and the building principal will review the program. At this time the teachers should offer their input on improving the program for the next academic year along with their requests for time scheduling. The administration will attempt to comply with the wishes of the job sharing teachers, but reserves the right to schedule working hours and classes as needed to administer the job sharing program.
3. At the conclusion of each academic year, each job sharing teacher may apply for any available full-time position. The remaining job sharing teacher may accept an open full-time position or they have the option of resigning from the system.

O. Class Size and Load

Class Size will not exceed the number of pupils per teacher as set forth below:

Kindergarten	18 students
Elementary grades 1-3	23 students
Elementary grades 4-6	25 students
Secondary grades 7-8*	150 students per teacher per day
Secondary grades 9-12*	160 students per teacher per day

Students under IEPs shall count as 1.5 students whenever modifications are made by the regular classroom teacher for IEP students in their classroom.

*This includes instructional time only. Study halls will not be counted in class size and loads.

When the number of students at any level exceeds the recommended class size as outlined above, a meeting, at the request of the affected teacher, will be held with the building principal, the affected teacher, a teacher of the affected teacher's choice, and a special education teacher, if appropriate, to develop a resolution based upon the class composition of the affected teacher's classroom. The resolution may be the use of an aide in the classroom or compensation for class

size overage. Class size compensation of \$50 per pupil over the class size load as mentioned above will be paid to the affected teacher. This compensation will be paid on a nine (9) week basis. At any time during the school year, an employee with class size overage may request this procedure.

The District shall provide an aide at a minimum of two (2) hours per day for an employee who teaches a split class and requests such an aide.

P. Teacher Substitutes

Regularly employed teachers of the Seneca East Local Schools, when giving up their conference/planning time for class period coverage, will be paid at one-sixth (1/6) of the District's current substitute rate.

The building principal will submit the completed Teacher Substitute Form (Appendix F) to the Treasurer authorizing payment with a copy of the form to the teacher(s). Payment will be made once a month by the Treasurer.

Although coverage is not mandatory, teachers will be expected to cooperate in assisting the administration with class coverage when substitutes are unavailable. In addition, the administration will make every effort to provide substitutes for all absent teachers.

A teacher who makes advance preparation for classroom coverage with another teacher, that teacher substitute will not be entitled to the prorated substitute pay compensation as outlined above.

Q. Distance Learning

The purpose of Distance Learning is to provide additional education opportunities for students attending the District. Distance Learning will be used to supplement and enhance the curriculum at Seneca East. Any Distance Learning project(s) shall not reduce the total number of teachers employed nor shall the hours worked by any member be reduced as a result of the implementation and use of telecommunication via Distance Learning.

R. Resident Educator Program

A Resident Educator Program for newly hired teachers ("residents") shall be implemented in accordance with Ohio Department of Education (ODE) guidelines. If a guideline conflicts with any provision of this Section, the parties will promptly confer in an effort to resolve the issue. The principal and the mentor must agree on the assignment of mentor to resident.

The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual resident, and

the assessment of skills and abilities of the resident for the purpose of attaining professional licensure.

The Resident Educator Program shall include the following elements:

1. Mentors

a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with this Agreement. The number of mentor positions, if feasible, shall equal the number of residents in the program. The posting shall clearly state that the mentor contract is a one (1) year contract, which shall be automatically non-renewed at the end of the school year.

b. Qualifications

All bargaining unit members with more than three (3) years of successful full time classroom experience in the Seneca East School System shall be eligible to apply and fill a mentor position upon completion of the Resident Educator Program. Final selection of mentors will be made by the Superintendent/Designee in conjunction with the Association President.

c. Compensation and Work Load

The mentor stipend of six hundred dollars (\$600) will be based upon the completion of the requirements of the Ohio Department of Education Resident Educator Program.

The Board will provide release time up to two (2) days per year per mentor to complete observations. These can be used in one-half (1/2) day segments.

d. Confidentiality

Any interaction, written or verbal, between the mentor and the resident shall be regarded with the same confidentiality as that represented by the attorney/client relationship and shall not be used by the Board/Administration or the Association in termination or non-renewal actions. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or Section 3319.16 of the Ohio Revised Code.

2. Residents

a. Compensation and Workload

The resident shall receive one hundred percent (100%) of the salary to which the resident is entitled under this Agreement. In addition, the resident shall be assured of adequate time during the work day to meet with the assigned mentor.

b. Confidentiality

No resident may be compelled to release information to the District regarding the resident's assessment by the ODE, nor may such information be used in the evaluation of the resident by District administrators. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.

c. Protection

No later than six (6) weeks after the initiation of the Resident Educator Program, the resident may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and/or Section 3319.16 of the Ohio Revised Code. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident who fails in the first year to successfully complete the Resident Educator Program, but who retains the appropriate teaching credentials, unless all applicable provisions of this Agreement relating to teacher evaluation and the non-renewal of contracts have been followed.

Notwithstanding Section 3319.11 of the Ohio Revised Code and all other applicable provisions of this Agreement relating to teacher evaluation and non-renewal of contracts, a resident who fails twice (or more often if the law changes) to successfully complete any year of the Resident Educator Program requirements may be non-renewed.

S. Local Professional Development Committee (LPDC)

1. The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional activities for

recertification and licensure as specified by Ohio Revised Code 3319 and OAC 3301-24.

2. The Association shall be held harmless in any suit, claim or administrative proceeding arising out of or connected to actions taken by the LPDC.
3. Composition:
 - a. The LPDC shall be comprised of a majority of practicing classroom teachers selected by the Seneca East Education Association.
 - b. The committee shall be comprised of six (6) members as follows:
 - 4 Teachers
 - 2 Administrators
4. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one (1) of the administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.
5. Committee Structure:
 - a. There shall be one (1) LPDC.
 - b. The scope of the LPDC shall be District.
6. Definitions:
 - a. A "classroom" teacher shall be defined as any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.
 - b. A "principal, administrator or supervisor" shall be defined as any individual employed by the Seneca East Local School District for the majority of their assigned time as a principal, assistant principal, director, supervisor or coordinator who is not a member of the bargaining unit and who holds a valid administrator's or supervisor's certificate or license issued by the Ohio Department of Education.
7. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Seneca East Education Association.
8. Training and Compensation:
 - a. The LPDC member shall be provided with on-going training as determined by the committee.
 - b. LPDC members shall be compensated \$20 per hour or a maximum of \$60 per meeting.

- c. All LPDC members shall be reimbursed for all actual and necessary expenses incurred while performing any LPDC duties and responsibilities.

9. Terms of Office:

The term of office for LPDC members shall be two (2) years. The terms of office shall be July 1 to June 30.

10. Employment Protection for LPDC Members:

- a. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.
- b. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement.

11. Meetings:

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

12. Appeals:

a. Level One

- 1) Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC in writing for review within ten (10) calendar days of the LPDC's decision. The staff member may re-submit an individual development professional plan in writing which will be considered by the LPDC.
- 2) The LPDC shall reconvene within ten (10) working days after receipt of the staff member's reconsideration request and render its decision within ten (10) working days of the reconsideration meeting.

b. Level Two

- 1) Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the Chairperson of the North Central Ohio Educational Service Center LPDC Executive Council Ad Hoc Appeals Committee within ten (10) calendar days of the Seneca East LPDC's decision.

- 2) The LPDC shall schedule a meeting in accordance to their guidelines on appeals. The individual must be present at this appeal.
- 3) The Appeals Committee shall render its final binding decision in accordance to its established guidelines and procedures. The decision of the committee is not grievable. The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

13. Miscellaneous:

- a. The LPDC shall keep and retain records of its meetings, decisions and recommendations.
- b. The LPDC shall not have the authority to revise, change, delete or modify any article/provision of this Collective Bargaining Agreement, except as is provided for by 4117.10(c) or as provided by a term(s) of this Agreement.
- c. In the event of legislative action by the Ohio General Assembly that impacts in any way on the topic matter, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments.

T. Labor Management Committee (LMC)

The purpose of this committee is to provide a forum for discussion of matters or concerns to bargaining unit members of the Administration and to further develop positive working relationships. The LMC shall be encouraged to solve identified problems in a creative atmosphere using a consensus-based format. The Labor Management Committee shall be established under the guidelines and procedures of the Federal Mediation and Conciliation Service (FMCS). Training may be provided by the FMCS.

The Labor Management Committee shall consist of five (5) representatives of the teachers and five (5) representatives of the Board. The Superintendent will be the chairperson. The Association shall be responsible for the selection of the teacher representatives.

The LMC may meet as often as necessary upon mutual agreement. However, the LMC shall not meet less than two (2) times per school year.

The Labor Management Committee shall not take the place of the negotiations process. Decisions made by the Labor Management Committee shall not in any way alter the terms and conditions of employment set forth by the Collective Bargaining Agreement. No active grievance may be discussed.

U. Complaints Against Staff Members

Any person or group in the schools of this District has the right to present a request, suggestion, complaint, or grievance concerning District personnel, the program, or the operations of the District. At the same time, the Board has a duty to protect its staff from unnecessary harassment. It is the intent of the Board to provide a procedure for judging each public complaint and grievance in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the School District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

In most instances, complaints against staff members should first be presented by the complainant to the staff member involved. In an isolated instance where an administrator deems it necessary, the Administration may elect to meet and discuss with the complainant the issues surrounding a complaint or grievance involving a teaching staff member. The purpose of this meeting shall be an attempt to calm a complainant prior to the complainant meeting with the staff member. When appropriate, the administrator shall provide a verbal or written summary of the items discussed in the meeting.

1. First Level

If it is a matter specifically directed toward a teaching staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District rules and regulations.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

If the matter comes first to an administrator or Board member, he/she will make no commitments, and direct the complainant to discuss this with the staff member. This discussion will not constitute the first level of this procedure.

2. Second Level

If the matter cannot be satisfactorily resolved at the first level, it shall be discussed by the complainant with the building principal.

3. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a request for a conference shall be submitted to the Superintendent.

4. Fourth Level

Should the matter still not be resolved, or if it is beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request a hearing by the Board.

The complainant shall be advised, in writing, of the Board's decision, no more than fourteen (14) days following the hearing.

At all levels of this procedure the employee shall be notified of any and all conferences, and may elect to be present at each level of this procedure. An employee shall have the right to representation of his/her own choosing at the second, third and/or fourth levels of this procedure.

Complaints shall be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint. The employee has the right to make written responses to the complaint and findings from any and all conferences.

V. Progressive Discipline

1. No employee shall be disciplined except for just cause.
2. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.
3. The steps of progressive discipline are:
 - a. Verbal Warning - Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.
 - b. Written Reprimand - [Within one (1) calendar year of Verbal Warning] – within ten (10) days of when the administrator knew or should have known of an offense warranting a written reprimand, the administrator shall meet with the employee to discuss the offense. At the meeting, the teacher may be represented by a representative of the Association of his/her choice. Written Reprimands may be removed from the employee's file three (3) years from its placement.
 - c. Suspension - [Within one (1) calendar year of Written Reprimand] - the Superintendent may suspend an employee without pay for up to five (5) work days. All suspensions may be removed from the employee's file five (5) years from its placement, at the request of the employee.

4. In the case of suspension without pay for five (5) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of five (5) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
5. Discipline will be progressive and will be commensurate with the offense. If the offense is deemed by the building administrator to be of a serious nature, the Administration may skip steps V. 3. a. and b.
6. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
7. At all steps of the disciplinary procedure, a bargaining unit member shall have the right to have an Association representative present.
8. Fringe benefits shall remain in effect during the time of any suspension under this Article.
9. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Step 2, Article II - Grievance Procedure.
10. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by ORC 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.

W. Employment of Retirees

1. This Article governs the terms and conditions of employment of any superannuate or "other system Retirant" (as those terms are statutorily defines for purposes of Section 3307.35 of the Ohio Revised code) whom the Board may regularly employ in a position that falls within the bargaining unit identified in Article I, Section A of this Agreement.
 - a. For placement purposes on the teachers' salary schedule, the employee will receive horizontal credit in accordance with the normal rules and will be vertically placed at Step 1 and will not be eligible to advance.
 - b. An employee employed under this Article will receive a one-year limited contract of employment (if after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will receive a new one-year limited contract. In no event will the employee qualify for a continuing contract or a multi-year contract.

- c. Neither the evaluation procedures resulting from Article IV, Section B of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under Paragraph b. above will automatically non-renew. The procedures and terms appearing in Article IV, Section 1 of this Agreement and in Section 3319.11 of the Ohio Revised Code, including the post-non-renewal procedures appearing in Section 3319.11(G), shall not apply to any such contract non-renewal.
 - d. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
 - e. The employee is not eligible to participate in any insurance fringe benefits offered under Article V of this Agreement, except that the employee will be entitled to participate in benefits offered under Article V to the extent the STRS precludes the retiree from participating in STRS-provided insurance fringe benefits.
 - f. The employee will in no event qualify for leave of absence, for severance under Article V, Section C and will accumulate no more than fifteen (15) days of sick leave per year.
2. The provisions of this Agreement supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE V - SALARY AND FRINGE BENEFITS

A. Professional Leave Expenses

If a teacher is requested to attend a professional development activity or the District sponsors such activity, all expenses as specified in this Agreement shall be paid by the District. If necessary, a substitute will be provided at no charge to the teacher.

If the teacher elects to attend a professional activity and that activity relates to the teacher's IPDP or classroom assignment, the teacher may use a professional day if approved by the Superintendent. The District shall guarantee the cost of a substitute for a minimum of one (1) day per staff member.

Payment for all professional leave activities is contingent upon available funds.

Funding for Professional Leave:

1. lodging - a maximum daily rate of seventy-five dollars (\$75) per employee
2. meals – if an overnight stay is required, a maximum of twenty dollars (\$20) per day; if not an overnight stay, a maximum of ten dollars (\$10) per day
3. miscellaneous expenses that include parking, tolls, etc.
4. registration fees
5. mileage at the current IRS rate as of January 1

Reimbursement shall only be made with receipts which indicate a check or cash was used to pay expenses and must be submitted on Appendix K.

B. STRS Pick-Up

The Seneca East Board of Education agrees to implement the "pick-up" of all teaching employees' required contribution to the State Teachers Retirement System (STRS).

The Board will contribute, in addition to the employer's required contribution, an amount equal to each employee's contribution to the STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.

The Treasurer will prepare and distribute an addendum to each employee's contract which states: 1) that the employee's contract is being restated as consisting of a cash salary component and a "pick-up" component, which is equal to the employee's required contribution being "picked-up" by the Board on behalf of the employee; 2) that the Board will contribute to the STRS an amount equal to the employee's required contribution to STRS for the account of each employee; and 3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and the "pick-up" component of the employee's restated salary.

C. Severance Pay

The employee may choose to receive their severance pay in: a lump sum payment at the time of retirement, a one-time payment in January in the year following retirement, or two payments – one in January and one in July of the year following retirement.

1. Eligibility:

Eligibility for severance shall be determined by the following criteria:

- a. each employee will have at least ten (10) years of District teaching experience.
- b. within ninety (90) days of the effective date of retirement, will notify the Superintendent of the intent to retire.
- c. provide documentation to the Treasurer of the first payment of State Teachers Retirement System benefits. [members currently on staff will not be subject to the ten (10) year requirement].

2. Benefit Calculation:

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

- a. multiplying the employee's accrued but unused sick leave by one-fourth (1/4) [For the purposes of this provision only, sick leave accumulation shall be capped at two hundred forty (240) days.]
- b. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule in effect on last paid day
- c. using the year in which the employee was on a full time contract or at the highest percentage of a yearly contract [i.e., Teachers who have been employed on reduced contracts for multiple years at fifty (50)

plus/minus percent per year or have been increased to full time status.]

- d. receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee

D. Life Insurance

The Board of Education shall provide all certificated employees on regular contract with \$20,000 in term life insurance.

E. Vision Insurance

The Board of Education shall pay the full premium cost for all full-time certificated employees and his/her family (if applicable) for a vision insurance plan which equals or exceeds the following specifications:

Examinations, lenses and frames - once every twenty-four (24) months
Deductibles - \$10 on exam (none on frames or lenses)

F. Dental Insurance

The Board of Education will pay 90% of the cost of the premium for all full-time certificated employees. The dental policy shall be a 100/80/80/60 coinsurance policy.

G. Payment in Lieu of Medical Insurance

Any certificated employee who is eligible for Board medical insurance and elects to decline coverage shall be eligible for the following:

1. An employee eligible for medical insurance, through the Board, may decline medical insurance and receive a lump sum of \$1,200 for every complete year in which the employee opts out of the Board's insurance coverage. The employee shall receive such payment on the 26th pay of the insurance contract year.
2. For district employees who are husband and wife, the Board shall pay 100% of the monthly premium for family health insurance. Such married couples will not be eligible for the \$1,200 outlined in G.1.
3. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff or any event outside the employee's control which causes loss of insurance shall be provided Board insurance coverage upon notification to the District Treasurer.

4. For purposes of this provision, a year shall run from September 1 to August 31.
5. The above payment in lieu of medical insurance shall not be subject to STRS contributions but shall be subject to all other applicable taxes.
6. Part-time employees are eligible for this option however on a pro-rated basis.

H. Health Insurance

1. Beginning on August 1, 2013, the Board of Education shall contribute the following percentage of the premium based on the plan in which the employee enrolls:

Single	80%
Single +1	80%
Family	80%

An employee may raise the percentage paid by the Board to 85% by participating in a wellness plan. The Wellness Committee of the District will be responsible for establishing the criteria for earning the additional Board contribution. The criteria will be communicated to all staff prior to November 1, 2013.

The remaining percentage will be the employee's contribution which shall be deducted in equal increments from the first two (2) pays of each month.

2. Beginning August 1, 2011, a working spouse rule will take effect for teachers whose spouse works for another employer.

Eligibility will be determined based on the following guidelines:

- a. If your spouse is eligible for health insurance through his/her employer, he/she must enroll in, at least, a single coverage plan,
- b. If eligible, your spouse must enroll in his/her employer's plan during the next open enrollment period,
- c. Insurance under Seneca East's plan will only provide secondary coverage to your spouse's employer's plan,

Your spouse is exempt from this requirement if:

- a. Your spouse does not have access to employer health insurance.

- b. Your spouse would be required to contribute more than three hundred fifty dollars (\$350) per month for his/her plan.
 - c. Your spouse is currently retired, eligible for Medicare, but not on retirement system program.
3. The Board retains the right to secure the lowest price for the coverage through a vendor of their choice, through competitive bidding and to implement cost saving measures as long as the basic coverage is not changed during the contract period.
4. Pre-Tax Contribution by Participants

The Board will implement a plan under and in conformance with Section 125 of the Internal Revenue Code that provides for the payment of an employee's share of the monthly premium with pre-tax dollars. The employee's share for each month shall be divided in half and deducted twice monthly through payroll deductions: no premium deduction will be made from a third pay scheduled during any given month. This plan will be administered by a company selected by the Board.

5. Joint Health Care Committee

The Joint Health Care Committee shall consist of four (4) members - two (2) teachers and two (2) administrators. Selection of the teachers will be made by the Seneca East Education Association President. The selection of the Administrative members will be made by the Superintendent.

The Joint Health Care Committee shall meet monthly during the school year to review all complaints, act as a liaison to the insurance company and advocate on behalf of the employees as it relates to the Health Care Plan of the District.

6. Joint Wellness Committee

The Joint Wellness Committee shall meet to develop programs to assist the employee to develop health improvement plans. The Joint Wellness Committee shall consist of four (4) members - two (2) teachers and two (2) administrators.

I. Insurance for Part-Time Employees

For the purpose of this section, all insurance benefits offered by the Seneca East Local School District shall be in direct proportion to the employee's employment status. For example, half-time employees shall be eligible for 50% of benefits and so forth. This language would be in place for all insurance benefits.

J. Payroll Procedures

1. The Treasurer of the District shall make the following deductions:
 - a. Federal, State, and Local Taxes
 - b. STRS
 - c. District Insurance Contributions
 - d. Individual Insurance
 - e. Tax Sheltered Annuities
 - f. Financial Institution
 - g. Savings Bonds
 - h. SEEA, NWOEA, OEA & NEA Dues or Fair Share Fee
 - i. FCPE Contributions deductions will be made from the first payroll check of each month.

2. Direct Deposit

All employees will have their payroll check direct deposited. Supplemental positions will not be eligible for the direct deposit program. All employees will receive their payroll deposit slips by email.

3. Fair Share Fee

- a. Payroll Deduction of Fair Share Fee
The Board shall deduct from the pay of teachers who elect not to become or to remain members of the Seneca East Education Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. Any non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- b. Notification of the Amount of Fair Share Fee
Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- c. Schedule of Fair Share Fee Deductions
 - 1) Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of teachers hired after the beginning of the school year, the payroll deduction shall commence on the

first pay date on or after the later of sixty (60) days in a bargaining unit position (which shall be the required probationary period), or January 15.

- 2) The Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions. The deduction of said amounts shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- d. The Board further agrees to accompany each transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
 - e. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Ohio Revised Code and will be given to each teacher who does not join the Association and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.
 - f. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
 - g. The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Board, its individual members, officers and employees, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 1) The Board shall give a ten (10) day written notice of any claim made or action filed against it, or one (1) of its members, officers or employees by a non-member for which indemnification may be claimed;
 - 2) The Association shall reserve the right to designate counsel to represent and defend the Board;
 - 3) The Board agrees to 1) give full and complete cooperation to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or 3) to not oppose the Association

or its affiliates' application to file briefs amicus curiae in the action;

- 4) The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

4. Tax Sheltered Annuities and Individual Annuities

As of the ratification date of this Agreement, the number of annuity company options shall be limited to twelve (12) companies. The limit of twelve (12) companies may be exceeded only if five (5) or more employees indicate an interest in adding a particular company.

5. Individual Insurance

The insurance companies for which deductions will be made shall be restricted to those companies for which deductions are being made as of the ratification date of this Agreement. A new company may only be added when five (5) or more employees indicate a desire for the addition of a particular company.

K. Salary Schedule

Effective for the 2013-14 school year, the starting salary on the Teachers' Salary Schedule shall be \$28,724 (see Appendix A-1). Effective for the 2014-15 school year, the starting salary on the Teachers' Salary Schedule shall be \$29,011 (see Appendix A-2). Effective for the 2015-2016 school year, the starting salary on the Teachers' Salary Schedule shall be \$29,301 (see Appendix A-3).

Newly hired teachers shall be placed at Step 2. Current members with less than two (2) years experience shall be placed at Step 2.

A teacher shall notify the Superintendent in writing by August 1 when said teacher has completed additional coursework which would qualify him/her for another column on the salary schedule or tenure. A meeting between the teacher and Superintendent may be held after the Superintendent is notified of the change in the teacher's status. An official transcript from the college or university shall be submitted to the Superintendent.

Coursework shall be related to the field of education, the bargaining unit member's area(s) of certification/licensure, or shall be taken in furtherance of an education degree or to add another area of licensure. All courses must be approved by the LPDC Committee to be consistent with the Individual's IPDP and then the Superintendent prior to official enrollment in the course.

If the transcript is filed on or before September 15, the teacher will be advanced to the appropriate column effective with the beginning of the school year. Effective with the second semester, a teacher will be advanced to the appropriate column if the transcript is filed after September 15 and prior to January 15.

Should an official transcript not be available by September 15 or January 15 respectively, a grade slip or letter from the registrar's office will suffice until such time as the transcript is available.

The schedule shall include five columns as follows:

- 1) B.A. - Bachelor's Degree
- 2) B.A. + 15 - Bachelor's Degree plus 15 semester hours
- 3) M.A. - Master's Degree
- 4) M.A. + 15 - Master's Degree plus 15 semester hours earned after receiving the Master's Degree
- 5) MA + 30 - Master's Degree plus 30 semester hours

Quarter hours shall be converted into semester hours utilizing the following formula:

$$\text{quarter hours} \div 1.5 \text{ hours} = \text{semester hours}$$

L. Supplemental Salary Schedule

Individuals who are employed to serve in extra-curricular positions shall be compensated in accordance with the Supplemental Schedule which is attached hereto as Appendix B. The salary shall be calculated by multiplying the percentage on the attached schedule by the base salary (0 years, BA column) on the teacher salary schedule.

Individuals employed to fill supplemental positions shall be offered a one (1) year limited contract as defined by 3319.11 of the Ohio Revised Code. Notwithstanding these provisions, a supplemental contract shall automatically expire on the date stated thereon, unless the Board, upon recommendation of the Superintendent, takes action to offer the employee a renewal of such supplemental contract.

An individual offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board within twenty-one (21) calendar days of receipt of such contract. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of

employment. After execution and receipt by the Treasurer, no individual may resign from such contract unless released by the Board.

M. Compensation for Course of Study Writing

Any teacher involved in curriculum work (i.e., course of study writing or revision, textbook selection) shall either be compensated at an hourly rate of \$20 or provided release time during their regular school day. The teachers performing the curriculum work shall maintain a record of the amount of time involved in its completion. If the teacher is being compensated at an hourly rate, the work shall not be performed during the regular work day. The work shall be posted as a supplemental position and any employee selected will be given at least thirty (30) days notice prior to the start of the work. Within thirty (30) days of the completion of the work, the teacher shall receive full compensation for the time submitted.

N. Integrated Classrooms

The Board recognizes the need to preserve the education balance in classrooms. The following shall apply to members who have or will have one (1) or more special needs students included into their classes:

1. Each member at each grade level shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting special needs students before assignment to the member's classroom.
2. The receiving member(s) at the appropriate level has the right to be present at any placement committee meeting. This includes the annual IEP review.

Said time will be compensated in the following manner:

- a. release time from regular teaching duties, or
 - b. paid \$20 per hour per meeting
3. All teachers involved with students with IEPs will be members of the IEP team for that student and will be invited to the student's IEP conferences consistent with parental rights under the law.
 4. The impact of an included student on class size will be discussed as part of the IEP conference, and included students will be counted as one and one-half (1-1/2) students for the purposes of student count.
 5. Inclusion is defined as the provision of education and supplemental services to all special education students in regular classroom seating for all or substantial part of the school day.

Mainstreaming is defined as the practice of including students assigned to a special education program in some regular classroom activities.

6. Special Education students assigned to regular classrooms shall, to the extent reasonably possible, be equitably assigned to classrooms at each grade and/or subject level.
7. The Board will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student, including custodial care services.

O. National Board Certification

A teacher who completes the National Board Certification process, including assessment, will be reimbursed for the cost of the program upon submission of all receipts relevant to the National Board Certification to the District's Treasurer. Reimbursement for the completion of the National Board Certification process is not contingent upon being selected by the National Board for Professional Teaching Standards for National Board Certification.

Upon notification by the National Board for Professional Teaching Standards, a teacher that achieves National Board Certification shall receive a one-time \$1,000 stipend from the Board.

ARTICLE VI - DURATION OF AGREEMENT

The Board of Education and Association agree that this represents the complete contract between the parties, and said contract shall remain in full force and effect from August 1, 2013 through July 31, 2016, both dates inclusive.

Seneca East Board of Education

Seneca East Education Association



Jaimie Beamer, Board President



Connie Tyree, SEEA President



Michael Wank, Superintendent



Connie Tyree, Negotiations Chairperson

7/15/13

Date

7-2-2013

Date

SENECA EAST LOCAL SCHOOLS
TEACHERS SALARY SCHEDULE AND INDEX
2013-2014 SCHOOL YEAR

EXP.	BA	BA+15	MA	MA+15	MA+30					
0	1.000	28,724								
2	1.084	31,137	1.186	34,067	1.266	36,365	1.340	38,490	1.410	40,501
3	1.126	32,343	1.234	35,445	1.319	37,887	1.395	40,070	1.465	42,081
4	1.168	33,550	1.282	36,824	1.372	39,409	1.450	41,650	1.520	43,660
5	1.210	34,756	1.330	38,203	1.425	40,932	1.505	43,230	1.575	45,240
6	1.252	35,962	1.378	39,582	1.478	42,454	1.560	44,809	1.630	46,820
7	1.294	37,169	1.426	40,960	1.531	43,976	1.615	46,389	1.685	48,400
8	1.336	38,375	1.474	42,339	1.584	45,499	1.670	47,969	1.740	49,980
9	1.378	39,582	1.522	43,718	1.637	47,021	1.725	49,549	1.795	51,560
10	1.420	40,788	1.570	45,097	1.690	48,544	1.780	51,129	1.850	53,139
11	1.462	41,994	1.618	46,475	1.743	50,066	1.835	52,709	1.905	54,719
12	1.504	43,201	1.666	47,854	1.796	51,588	1.890	54,288	1.960	56,299
15	1.546	44,407	1.714	49,233	1.849	53,111	1.945	55,868	2.015	57,879
18	1.588	45,614	1.762	50,612	1.902	54,633	2.000	57,448	2.070	59,459
21	1.630	46,820	1.810	51,990	1.955	56,155	2.055	59,028	2.125	61,039
24	1.672	48,027	1.858	53,369	2.008	57,678	2.110	60,608	2.180	62,618
27	1.714	49,233	1.906	54,748	2.061	59,200	2.165	62,187	2.235	64,198
30	1.756	50,439	1.954	56,127	2.114	60,723	2.220	63,767	2.290	65,778

SENECA EAST LOCAL SCHOOLS
TEACHERS SALARY SCHEDULE AND INDEX
2014-2015 SCHOOL YEAR

EXP.	BA	BA+15	MA	MA+15	MA+30
0	1.000	29,011			
2	1.084	31,448	1.186 34,407	1.266 36,728	1.340 38,875
3	1.126	32,666	1.234 35,800	1.319 38,266	1.395 40,470
4	1.168	33,885	1.282 37,192	1.372 39,803	1.450 42,066
5	1.210	35,103	1.330 38,585	1.425 41,341	1.505 43,662
6	1.252	36,322	1.378 39,977	1.478 42,878	1.560 45,257
7	1.294	37,540	1.426 41,370	1.531 44,416	1.615 46,853
8	1.336	38,759	1.474 42,762	1.584 45,953	1.670 48,448
9	1.378	39,977	1.522 44,155	1.637 47,491	1.725 50,044
10	1.420	41,196	1.570 45,547	1.690 49,029	1.780 51,640
11	1.462	42,414	1.618 46,940	1.743 50,566	1.835 53,235
12	1.504	43,633	1.666 48,332	1.796 52,104	1.890 54,831
15	1.546	44,851	1.714 49,725	1.849 53,641	1.945 56,426
18	1.588	46,069	1.762 51,117	1.902 55,179	2.000 58,022
21	1.630	47,288	1.810 52,510	1.955 56,717	2.055 59,618
24	1.672	48,506	1.858 53,902	2.008 58,254	2.110 61,213
27	1.714	49,725	1.906 55,295	2.061 59,792	2.165 62,809
30	1.756	50,943	1.954 56,687	2.114 61,329	2.220 64,404

APPENDIX A-3

SENECA EAST LOCAL SCHOOLS
TEACHERS SALARY SCHEDULE AND INDEX
2015-2016 SCHOOL YEAR

EXP.	BA	BA+15	MA	MA+15	MA+30					
0	1.000	29,301								
2	1.084	31,762	1.186	34,751	1.266	37,095	1.340	39,263	1.410	41,314
3	1.126	32,993	1.234	36,157	1.319	38,648	1.395	40,875	1.465	42,926
4	1.168	34,224	1.282	37,564	1.372	40,201	1.450	42,486	1.520	44,538
5	1.210	35,454	1.330	38,970	1.425	41,754	1.505	44,098	1.575	46,149
6	1.252	36,685	1.378	40,377	1.478	43,307	1.560	45,710	1.630	47,761
7	1.294	37,915	1.426	41,783	1.531	44,860	1.615	47,321	1.685	49,372
8	1.336	39,146	1.474	43,190	1.584	46,413	1.670	48,933	1.740	50,984
9	1.378	40,377	1.522	44,596	1.637	47,966	1.725	50,544	1.795	52,595
10	1.420	41,607	1.570	46,003	1.690	49,519	1.780	52,156	1.850	54,207
11	1.462	42,838	1.618	47,409	1.743	51,072	1.835	53,767	1.905	55,818
12	1.504	44,069	1.666	48,815	1.796	52,625	1.890	55,379	1.960	57,430
15	1.546	45,299	1.714	50,222	1.849	54,178	1.945	56,990	2.015	59,042
18	1.588	46,530	1.762	51,628	1.902	55,731	2.000	58,602	2.070	60,653
21	1.630	47,761	1.810	53,035	1.955	57,283	2.055	60,214	2.125	62,265
24	1.672	48,991	1.858	54,441	2.008	58,836	2.110	61,825	2.180	63,876
27	1.714	50,222	1.906	55,848	2.061	60,389	2.165	63,437	2.235	65,488
30	1.756	51,453	1.954	57,254	2.114	61,942	2.220	65,048	2.290	67,099

**SENECA EAST LOCAL SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE**

APPENDIX B

POSITION	Years of Experience						
	0	1	2	3	6	9	12
Academic Supplemental Positions							
HS National Honor Society	2.50%	3.50%	4.50%	5.50%	6.50%	7.50%	8.50%
JH Quiz Bowl	2%	3%	4%	5%	6%	7%	8%
Quiz Bowl Co-Advisor (each)	2.50%	3.50%	4.50%	5.50%	6.50%	7.50%	8.50%
Club Supplemental Positions							
Freshman Class Advisor	2%	2.50%	3%	3.50%	4%	4.50%	5%
HS Annual Book Manager	8%	9%	10%	11%	12%	13%	14%
HS Annual Financial Manager	4%	5%	6%	7%	8%	9%	10%
HS Student Council	3%	4%	5%	6%	7%	8%	9%
JH Student Council	2%	3%	4%	5%	6%	7%	8%
Junior Class (responsible for accounts & activities)	3.5%	4%	4.5%	5%	5.5%	6%	6.5%
Senior Class (responsible for accounts & activities)	3.5%	4%	4.5%	5%	5.5%	6%	6.5%
Sophomore Class Advisor	2%	2.50%	3%	3.50%	4%	4.50%	5%
Spanish Club	1%	2%	3%	4%	5%	6%	7%
Sports-Related Supplemental Positions							
Athletic Director	19%	20%	21%	22%	23%	24%	25%
Ticket and Events Manager	6%	7%	8%	9%	10%	11%	12%
Scouting	\$250 per season for football, boys and girls basketball						
Weight Room Supervisor (maximum 180 hrs.)	\$10/hr.						
Football Head Coach	13%	14%	15%	16%	17%	18%	19%
Football Assistants	8%	9%	10%	11%	12%	13%	14%
Varsity Football Assistant Coaches	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
JH Football Head Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
JH Football Assistant Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
Volleyball Head Coach	10%	11%	12%	13%	14%	15%	16%
Volleyball Assistants	7%	8%	9%	10%	11%	12%	13%
8th Grade Volleyball Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
7th Grade Volleyball Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
HS Cross Country (if one team)	9%	10%	11%	12%	13%	14%	15%
HS Boys Cross Country	8%	9%	10%	11%	12%	13%	14%
Girls Cross Country	8%	9%	10%	11%	12%	13%	14%
JH Cross Country (one team only)	7%	8%	9%	10%	11%	12%	13%
Golf Head Coach (if one team)	9%	10%	11%	12%	13%	14%	15%
HS Boys Golf Head Coach	8%	9%	10%	11%	12%	13%	14%
Girls Golf Head Coach	8%	9%	10%	11%	12%	13%	14%
HS Cheerleader Advisor (two seasons)	8%	9%	10%	11%	12%	13%	14%
JH Cheerleader Advisor (two seasons)	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
Boys Basketball Head Coach	13%	14%	15%	16%	17%	18%	19%
Boys Basketball Assistant Coaches	8%	9%	10%	11%	12%	13%	14%
Girls Basketball Head Coach	13%	14%	15%	16%	17%	18%	19%
Girls Basketball Assistant Coaches	8%	9%	10%	11%	12%	13%	14%
8th Grade Boys Basketball Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%

8th Grade Girls Basketball Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
7th Grade Boys Basketball Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
7th Grade Girls Basketball Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
Wrestling Head Coach	12%	13%	14%	15%	16%	17%	18%
Wrestling Assistant	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%	13.50%
JH Wrestling Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
Baseball Head Coach	10%	11%	12%	13%	14%	15%	16%
Baseball Assistant Coaches	7%	8%	9%	10%	11%	12%	13%
HS Track and Meet Preparation	1% of base						
Boys Track Head Coach	10%	11%	12%	13%	14%	15%	16%
Boys Track Assistant Coach	7%	8%	9%	10%	11%	12%	13%
Girls Track Head Coach	10%	11%	12%	13%	14%	15%	16%
Girls Track Assistant Coach	7%	8%	9%	10%	11%	12%	13%
Track Thrower Supervisor	\$600 per year						
Boys JH Track Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
Girls JH Track Coach	6.50%	7.50%	8.50%	9.50%	10.50%	11.50%	12.50%
Softball Head Coach	10%	11%	12%	13%	14%	15%	16%
Softball Assistant Coach	7%	8%	9%	10%	11%	12%	13%
Miscellaneous Supplemental Positions							
Detention (after school and Saturday)	\$10/hr						
Flag Advisor	6%	7%	8%	9%	10%	11%	12%
High School Play	5%	6%	7%	8%	9%	10%	11%
Jazz Band Director	5%	6%	7%	8%	9%	10%	11%
Pep Band Director	\$550						
Marching Band	12%	13%	14%	15%	16%	17%	18%
Mentor Program	\$600						
Musical Assistant Director	5%	6%	7%	8%	9%	10%	11%
Musical Director	7%	8%	9%	10%	11%	12%	13%
Prom Advisor	3%	4%	5%	6%	7%	8%	9%
Show Choir Director (formerly Choraliers)	9%	10%	11%	12%	13%	14%	15%
Tutors	\$20/hr						

All unpaid volunteers and aides for any sport or activity must have Board of Education approval.

**SENECA EAST LOCAL SCHOOLS
GRIEVANCE REPORT FORM**

GRIEVANCE # _____ DATE FILED _____

NAME OF GRIEVANT _____

BUILDING _____ ASSIGNMENT _____

STEP ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance:

2. Relief Sought:

C. _____
Signature of Grievant Date

D. Disposition by Immediate Supervisor/Principal:

Signature of Supervisor/Principal Date

STEP TWO

A. Position of Grievant:

Signature of Grievant

Date

B. Disposition by Superintendent:

Signature of Grievant

Date

STEP THREE

A. Position of Grievant:

Signature of Grievant

Date

B. Disposition by Board of Education:

Signature of Board President

Date

STEP FOUR

Appeal to Arbitration

Signature of Grievant

Date

Signature of Association President

Date

SENECA EAST LOCAL SCHOOLS
EVALUATION FORM

**NEW EVALUATION FORMS WILL BE DEVELOPED AND ATTACHED UPON
COMPLETION.**

SENECA EAST LOCAL SCHOOLS
MENTOR TEACHER FORM

Any teacher interested in serving as a Mentor Teacher according to the negotiated Agreement for the upcoming school year needs to complete this form and return it to the Building Principal by May 15.

NAME _____

BUILDING _____

CURRENT GRADE LEVEL _____

Write a paragraph explaining why you should be selected. The Building Principal and the SEEA Building Representative will make a joint decision and notify the selected Mentor Teacher in writing.

SENECA EAST LOCAL SCHOOLS
TEACHER SUBSTITUTE FORM

To be completed by the Building Principal

TEACHER ABSENT _____ DATE _____

PERIOD

COVERED BY

1

2

3

4

5

6

7

8

PRINCIPAL

DATE

c: Teacher(s)

SENECA EAST LOCAL SCHOOLS
TEACHING VACANCY NOTIFICATION FORM

All certified staff should complete this form and return it to the building principal on the last teacher workday.

I am NOT interested in any position change for the next school year and do NOT request any notification of position vacancies.

EMPLOYEE SIGNATURE

DATE

I would like to receive notification of position vacancies for the next school year at the following email address: _____

EMPLOYEE SIGNATURE

DATE

PHONE: _____

SENECA EAST LOCAL SCHOOLS
APPLICATION FOR USE OF SICK LEAVE

Employee's Name _____ Social Security # _____

Building _____ Number of Days Requested _____

AFFIDAVIT
(Please check all that apply)

_____ 1. Personal Illness Date(s): _____

_____ 2. Illness or Injury in Immediate Family Date(s): _____

_____ 3. Death in Immediate Family Date(s): _____

Employee Signature

Submit one original (blue) to the Treasurer.

Adopted September 10, 1989

Modified September 26, 2001

SENECA EAST LOCAL SCHOOLS
PERSONAL LEAVE REQUEST FORM

NAME _____ SOCIAL SECURITY # _____

DATE REQUEST SUBMITTED FOR APPROVAL _____

DATES REQUESTED FOR LEAVE: _____

I UNDERSTAND THAT MY SIGNATURE ON THIS FORM CERTIFIES THAT I AM IN COMPLIANCE WITH THE FOLLOWING POLICY PROVISIONS:

- a. Personal leave may not be used for any reason that relates to an outside job or to the securing of other employment. An exception will be made to this provision when the need to seek other employment is due to an action of the Board of Education.
- b. When make-up days are needed, personal days may not be used for personal or family vacation on those days.

I FURTHER UNDERSTAND THAT SHOULD THE SUPERINTENDENT HAVE SUBSTANTIAL REASON TO BELIEVE THAT A PROVISION HAS BEEN VIOLATED, I CAN BE REQUIRED TO PROVIDE MORE SPECIFIC INFORMATION ABOUT ANY USE OF PERSONAL LEAVE. I FURTHER UNDERSTAND AND AGREE THAT VIOLATION OF THE POLICY MAY RESULT IN LOSS OF PAY FOR THE DAY(S) IN QUESTION. REPEATED VIOLATION CONSTITUTES A BREACH OF BOARD POLICY AND COULD RESULT IN FURTHER DISCIPLINARY ACTION.

APPROVED : _____
_____ EMPLOYEE'S SIGNATURE

NOT APPROVED : _____
_____ SUPERINTENDENT'S SIGNATURE

_____ PRINCIPAL'S SIGNATURE

Submit one original (green) copy and two photocopies to Principal for approval. Then submit all three copies to Superintendent for approval. Board office will distribute:
green copy to Treasurer
photocopy to Principal
photocopy to Employee

SENECA EAST LOCAL SCHOOLS
ASSAULT LEAVE FORM

EMPLOYEES'S NAME _____ ID# _____

INCIDENT REPORT

DATE _____ TIME _____

LOCATION _____

ASSAULT DETAILS _____

WITNESS(ES)

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Incident Report filed with appropriate legal authorities: _____

EMPLOYEE SIGNATURE _____ DATE _____

WITNESS _____ DATE _____

PRINCIPAL/SUPERINTENDENT SIGNATURE _____ DATE _____

SENECA EAST LOCAL SCHOOLS
PROFESSIONAL LEAVE REQUEST FORM

Part A

NAME _____ TODAY'S DATE _____

SOCIAL SECURITY # _____ POSITION _____

DATE(S) OF LEAVE REQUEST _____

REASON FOR REQUEST _____

Estimated reimbursements (receipts must be presented for all reimbursements):

Registration _____

Travel _____

Lodging _____ (maximum \$75/night per employee unless otherwise approved)

Meals _____ (maximum \$20/day for overnight stay; maximum \$10/day if not overnight stay)

Total estimated reimbursements _____

() Principal acknowledgement of leave and of available substitute

SUPERINTENDENT approval of leave and estimated budget
(Approval must be made prior to attendance)

Part B

Request for reimbursement (please attach all receipts)

Registration _____ Lodging _____

Meals _____ Travel Miles _____

Employee signature to request reimbursement

Superintendent approval for reimbursement

Submit one (1) original copy and three (3) copies to Superintendent for approval.

Original to Treasurer Copy to Asst. to Treasurer Copy to Principal Copy to Employee

Employees re-submit Part B with receipts to Asst. to Treasurer for reimbursement. Only check or cash used to pay expenses will be accepted.