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# **MASTER AGREEMENT**

**BETWEEN**

**THE SOUTHERN LOCAL  
BOARD OF EDUCATION**

**AND**

**THE SOUTHERN LOCAL  
EDUCATION ASSOCIATION**

**EFFECTIVE FROM JULY 1, 2013 THROUGH JUNE 30, 2016**

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## **ARTICLE I RECOGNITION**

The Southern Local Board of Education, hereinafter "Board", hereby recognizes the Southern Local Education Association OEA/NEA-Local, hereinafter the "Association", as the sole and exclusive bargaining representative for all full-time professional, certificated, non-supervisory, personnel, including classroom teachers, guidance counselors, librarians, school nurses, and head teachers. The Board recognizes that the Association representation will include any newly created bargaining unit position(s) which falls into the categories described above. The Association recognizes that substitutes who are employed to work less than sixty (60) consecutive days in the same position in any one school year and other hourly employees, the Superintendent, Assistant Superintendent, Principals (teaching, supervisory and high school) and other Administrative personnel as defined in Chapter 4117.01(F) 4 A & b & (K) Ohio Revised Code or other related provisions are excluded from the bargaining unit.

Any term teacher as used in this Agreement, shall refer to members of the bargaining unit.

Substitutes who become members of the bargaining unit after sixty (60) consecutive days in the same position are subject to nonrenewal as provided in 3319.10.

## **ARTICLE II NEGOTIATIONS PROCEDURE**

### **A. Areas for Discussion and Agreement**

The Board and the Association agree to negotiate with respect to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

### **B. Negotiating Teams**

The Board or designated representatives of the Board, will meet with representatives designated by the Association for the purposes of collective bargaining. All negotiations shall be conducted exclusively between said teams of which neither will exceed five (5) members per team. The parties may call upon professional and lay consultants to assist in negotiations.

### **C. Submission of Issues**

Such written request shall be submitted by either party no earlier than one hundred eighty (180) days or less than sixty (60) days prior to the expiration of the current contract. Requests will be sent to the Superintendent with a copy to the President of the Board or to the President of the Association.

All issues proposed for negotiations shall be submitted in writing at the first scheduled meeting. No additional issues shall be submitted by the parties following the second meeting, unless mutually agreed upon by both parties.

#### D. Negotiation Procedures

The Board shall meet at mutually agreed upon places and times with the Association for the purpose of effecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Meetings shall not exceed three (3) hours, unless mutually agreed upon, and shall be held at a time other than the regular school day.

#### E. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

#### F. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

#### G. Progress Reports

During negotiations there will be no releases of information unless agreed upon by both parties during the first forty-five (45) days following the initial session. Such releases shall be in writing and approved by both parties prior to its dissemination. This shall not apply to progress reports made by either party to their respective constituent's.

#### H. Reaching Agreement

As tentative agreement is reached on each issue, it shall be noted and initiated by each party. When tentative agreement is reached covering all areas under negotiations, the proposed agreement shall be reduced in writing as a tentative agreement and submitted to the Association for ratification.

The Association shall hold a ratification meeting within five (5) calendar days of reaching tentative agreement. The Board shall meet to consider approval within five (5) calendar days following the Association's ratification.

A copy of the final contract shall be distributed to all teachers electronically.

## I. Resolving Differences

1. If fifty (50) days before the expiration of the existing Agreement, the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.
2. If an impasse exists forty-five (45) days before the expiration of the Agreement, SERB shall appoint a mediator to assist the parties in the bargaining process.
3. If the mediator after assisting the parties advises SERB that the parties have reached an impasse, or not later than thirty-one (31) days prior to the expiration date of the Agreement, SERB shall appoint within one (1) day a fact-finding panel of not more than three (3) members who have been selected by the parties in accordance with rules established by SERB, from a list of qualified persons maintained by SERB.
  - a. The fact-finding panel shall, in accordance with rules and procedures established by SERB that includes the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.
  - b. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Agreement, or both.
4. The following guidelines apply to fact-finding:
  - a. The fact-finding panel may establish times and place of hearing which shall be, where feasible, in the jurisdiction of the state.
  - b. The fact-finding panel shall conduct the hearing pursuant to rules established by SERB.
  - c. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
  - d. The fact-finding panel may administer oaths.
  - e. SERB shall prescribe guidelines for the fact-finding panel to follow in making findings. In making its recommendation, the fact-finding panel shall take into consideration those applicable factors listed in division (G)(7)(a) to (f) of Section 4417.14 of the Ohio Revised Code.

The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final recommendation, it shall not discuss the recommendations for settlement of the dispute with parties other than the direct parties to the dispute.

5. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board and the Association and to SERB no later than fourteen (14) days after the appointment of the fact-finding panel, unless the parties mutually agree to an extension. The state shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.
6. Not later than seven (7) days after the findings and recommendations are sent, the Board, by three-fifths (3/5) vote of its total membership, and the Association's membership, by a three-fifths (3/5) vote of its total membership, may reject the recommendations; if neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and an Agreement shall be executed between the parties, including the fact-finding panel's recommendations, except as otherwise modified by the parties by mutual agreement, if either the Board or the Association rejects the recommendations, SERB shall publicize the findings of fact and recommendations of the fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A “grievance” is a claim by a teacher, group of teachers, or the Association of an alleged violation, misinterpretation or misapplication of any provision(s) of the negotiated agreement.
2. A "day" in this section shall mean a teacher workday. The number of days indicated at each level shall be considered the maximum.
3. “Appropriate Administrator” shall mean the lowest level administrator having the authority to resolve the alleged grievance.

#### **B. General Provisions**

1. The primary purpose of this procedure shall be to obtain the lowest level and in the shortest period of time, solutions to grievances. The parties agree that grievance proceedings should be handled in a confidential matter.
2. Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this contract.

3. An aggrieved shall initiate action within thirty (30) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than thirty (30) days, the right to the use of the procedure described can be considered waived.
4. Nothing in this procedure shall be construed so as to deny the Association, its representatives, or the Board of Education the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them, at their sole discretion, more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association, its representatives, or the Board of Education the right to seek redress by law.
5. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
6. Neither party shall be denied the right to representation of his/her choice in any level listed below following the informal level.
7. A grievance may be withdrawn at any level without prejudice or record.
8. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrator.
9. No records, documents, or communications concerning a grievance shall be placed in the personnel files of any of the participants in procedures described in this Agreement.
10. Forms for processing grievances shall be made available through designated officials of the Association including Building Representatives, and members of the Association Grievance Committee.
11. Grievance proceedings shall be confidential information. Official records should be kept in a confidential separate file by the Treasurer. Access shall be made only by mutual consent of the Superintendent, and the President of the Association, or as required by law.
12. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
13. Meetings and hearings held under this procedure shall be conducted at a time and place that is mutually agreeable and will afford a fair and reasonable opportunity for all persons entitled to be present to attend. All parties deemed necessary for the resolution of the grievance shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
14. The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.

## C. Procedure

### 1. Level One - Informal

Within twenty (20) days of an event or condition that an individual considers a grievance he/she shall discuss the problem with the appropriate administrator.

### 2. Level Two - Formal

If the aggrieved is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, he/she may inaugurate the formal proceedings.

Within five (5) days of the filing, a hearing shall be arranged between the aggrieved, the appropriate administrator, and Association representative, and other parties who may need to give information relative to the claim. The written disposition of the appropriate administrator shall be rendered five (5) days following the close of the hearing.

### 3. Level Three

If the aggrieved is not satisfied by the written disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative within five (5) days after receiving the disposition in Level Two, by completing it to the Superintendent. Within five (5) days a hearing shall be arranged between the aggrieved, the Superintendent or his/her designated representative, the Association and other parties that may be needed to give information to the claim. Such parties names will be given to the Superintendent or his/her designee twenty-four (24) hours prior to the hearing. The written disposition of the Superintendent or his/her designee shall be rendered five (5) days following the close of the hearing.

### 4. Level Four

If the aggrieved is not satisfied with the written disposition in Level Three, he/she may request in writing that the issue be submitted before the Board at its next regularly scheduled meeting after the filing, unless the parties mutually agree that the subject of the grievance warrants the Board calling a special meeting to hear the matter. The Board shall hear and question witnesses and review the information and positions from the previous levels. The Board within ten (10) days shall submit a written report of its findings to the grievant and Association President.

### 5. Level Five

If the aggrieved is not satisfied with the written disposition in Level Four, he/she may request in writing to the Superintendent or his/her designee that the issue be submitted to arbitration within five (5) days after receiving the disposition.

The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations. The arbitrator shall not have the authority to add to, delete, modify, change or alter any provisions of this Agreement. His/her decision shall be binding on the parties. Cost of the arbitrator's services shall be shared equally by the Board and the Association.

#### **ARTICLE IV PAYROLL DEDUCTIONS**

- A. The Board shall provide payroll deduction options in the following:
  - 1. Insurance
  - 2. Credit Union
  - 3. U.S. Savings Bonds
  - 4. United Fund Campaign
  - 5. Annuities
  - 6. Professional Dues
  - 7. Employee Option
  
- B. Notification of requested payroll deductions will be made to the Treasurer between August 15 and October 1 of each school year except employees hired after October 1.
  
- C. All requests for new deductions will be made in writing to the Treasurer.
  
- D. All requests for cancellation of continuing deductions will be made in writing to the Treasurer. Such changes will occur on the first of the month following the request provided such request is submitted at least seven (7) calendar days prior to the end of the month.
  
- E. When deductions are cancelled the option may not be reinstated until the regular period as stated in B. above.
  
- F. Requests for change in status from single to family or vice versa for insurance shall be granted as deemed necessary by the teacher. Requests shall be in writing to the Treasurer and such changes will occur on the first of the month following the request, provided such request is first on the month following the request, provided such request is submitted at least seven (7) calendar days prior to the end of the month.
  
- G. The Southern Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be annual membership dues less the amount previously paid through payroll deduction.

Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll-deducted and the Board agrees to promptly transmit all amounts to be payroll-deducted and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amount deducted for each. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Agency fee shall be automatically deductible in equal installments beginning with the first paycheck on or after January 15 of each school year. The balance of any annual deductions shall be deducted from the final paycheck of a non-member teacher resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.

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

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

## **ARTICLE V PAY PERIODS**

All new employees of the district will be required to have their paychecks direct deposited to their bank account.

Teacher's salary shall be divided into twenty-six (26) pay periods. If the pay date falls during a scheduled break on the adopted calendar, funds will be available prior to the pay date so that they should be received by the scheduled pay date. Direct deposited pay checks will be available on the scheduled pay dates.

## **ARTICLE VI PERSONNEL FILES**

- A. An official file which includes the following items shall be maintained in the Board's central office for each teacher:
1. application for employment including references;
  2. current employment contract(s);
  3. Ohio teaching certificate(s); license(s);
  4. college transcripts;

5. reprimands together with any written replies thereto;
  6. evaluations required by the district's evaluation;
  7. letters of commendation and certificates of award;
  8. written complaint(s) and the response(s) from the formal levels, provided that such complains are sustained; and
  9. information related to any report to the Office of Professional Conduct, as required by law.
- B. Anonymous letters or materials shall not be placed in a teacher's file nor shall they be made a matter of record.
- C. Teachers shall have the right upon request to review the contents of his/her personnel file with the exception of references. A representative of the Association may, at the teacher's request accompany the teacher in such a review.
- D. A teacher shall be entitled upon request to a copy at his/her expense of any material excluding references in his/her file.
- E. Material, other than routine evaluation, will be removed from his/her file when a teacher claims that it is inaccurate or unfair as sustained by the grievance procedure.
- F. A teacher shall acknowledge that he/she has read any complaint or reprimand placed in his/her file by affixing his/her signature to the copy to be filed within ten (10) school days after said teacher has been presented with such material. Copies will be provided in accordance with D. of this article.
- G. Nothing in this Article shall prevent an administrator from maintaining an individual file for his/her professional use.

Informal notices or records about teachers maintained by an administrator shall not be included in the official file, except to the extent such notices or records are made a part of the teacher's formal evaluation.

Each bargaining unit member shall have one (1) official file that will be maintained by the administration in the Treasurer's Office.

- H. Person(s) other than the bargaining unit member(s) and/or school district administrator(s) and bargaining unit members or Board's legal counsel that wish to examine a bargaining unit member's personnel file shall utilize the following procedure:

The requesting person(s) must make a written request for each occasion. The request must specify the document(s) requested. The bargaining unit member(s) will receive a copy of each request. The request shall be sent first class U.S. mail to the bargaining unit member. The requesting party shall be provided the document(s) two (2) working days following postmark. Work days shall be Monday through Friday exclusive of holidays.

- I. Written reprimand(s) and complaints shall be removed in accordance with the law, from the personnel file thirty-six (36) months from the date of placement if a second reprimand is not issued within the thirty-six (36) month period.

It shall be the teacher's responsibility to request, in writing, to the Superintendent removal of said reprimand or complaint.

## **ARTICLE VII ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school buildings without fee for meetings provided that such use does not interfere with or interrupt normal instructional programs, building maintenance or previously scheduled activities. Proper notification will be given to the administrator in charge. The Association will be responsible for restoring the facility to its original condition upon conclusion of such meeting.
- B. The Association will be given a minimum of three (3) minutes for announcements at the conclusion of any faculty meeting. When meetings are held before school, Association announcements will be one (1) minute or less.
- C. Association officers shall have the right to use Board-owned equipment including typewriters, calculators, duplicating equipment, and audio-visual equipment at times which do not interfere with or interrupt instructional programs, building maintenance or previously scheduled usage. Removal of any such equipment from school premises shall be only upon the express written consent of the principal. Any expendable supplies will be supplied by the Association. Any and all repairs or replacement costs shall be borne by the Association.
- D. The Association shall have the right to use the inter-school mail system in the school offices to distribute Association bulletins, newsletters, or other circulars.
- E. The Board shall provide the Association with bulletin board space in each school building. Representatives of the Association shall have the right to post material to disseminate information to members. Such posted material shall be signed by an officer of the Association or committee chairperson.
- F. The Association shall have the right to use school telephones. Calls are not to be made at a time which interferes with duties assigned by the administration, normal instructional programs and/or operations programs. When calls require long distance charges the time, date and length of the call will be submitted to the Treasurer. The Association will then reimburse the Board for the charges.
- G. The Association representatives may call meetings of the Association members within the building. These meetings shall be held before or after scheduled work hours.

- H. The Association president shall be provided a copy of all public documents that are regularly and routinely prepared in the normal course of district business. Such documents shall include, but not be limited to, Board agendas, minutes, appropriations reports, treasurer's reports, and amended certificates.

### **ARTICLE VIII NON-RENEWAL**

- A. Provisions for the termination of a continuing contract or the termination of a limited contract before its expiration are covered by Ohio Revised Code 3319.16.
- B. If the Board non-renews a teacher(s) limited contract, it shall be for just cause. Said teacher(s) shall be provided with written reasons five (5) work days following the Board action.
- C. The teacher(s) may initiate a grievance at the Board level within five (5) work days following receipt of the written substantiated reasons.
- D. Just cause, as specified in B. above, shall be provided to teachers who have completed three (3) years of employment with the Southern Local Board of Education.

### **ARTICLE IX REDUCTION IN FORCE**

A. Reasons for Reduction

A Reduction in Force shall be defined as the reduction of or the elimination of a position in the bargaining unit. The Board may determine it is necessary to reduce the number of bargaining unit positions for one of the following reasons:

- 1) decrease in student enrollment,
  - 2) a return to duty of a regular teacher from leave of absence,
  - 3) suspension of school or territorial changes affecting the district,
  - 4) curriculum changes which shall not be arbitrary or capricious, or
  - 5) financial conditions.
- the following shall apply:

B. Implementation

1. In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers with continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations

2. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the teacher otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the teacher otherwise would receive under the contract.
3. The Board shall notify the Association President in writing not later than thirty (30) days prior to the effective date of the RIF. The notification shall include the reason(s) for the RIF, the position(s) to be reduced or eliminated and the effective date of RIF.
4. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign or whose limited contracts are non-renewed. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
5. Reductions needed beyond those available by attrition, as mentioned above, will be made by suspending contracts.

#### C. Seniority List

1. All members of the bargaining unit will be placed on a seniority list. The seniority list will include the type of contract (continuing or limited) that the teacher holds, the date of hire, the teaching field assigned and any certificate(s)/license(s) the teacher holds.
2. Seniority shall be determined by the number of continuous years of teacher experience in the system.
3. A teacher shall not lose seniority when she or he changes assignment to a different position, department, grade level or building.
4. Seniority will not be broken by Board approved leaves of absence however, time spent on such leave(s) shall not count towards seniority.
5. If two or more teachers have the same length of continuous service, seniority will be determined by:
  - a. the date of the Board meeting at which the teacher was hired, and then by;
  - b. the amount of professional training, and then by;
  - c. the order of hire on the Board agenda.
6. Any teacher affected by a RIF shall be notified, in writing, at least thirty (30) days prior to the effective date. Such notification will include the reasons for the RIF.

#### D. Recall

1. The teachers whose continuing or limited contracts are suspended by the Board shall have the right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. It is the teacher's responsibility to keep the Board informed of any changes in qualification.

2. No teacher who has been suspended pursuant to this section shall lose that right of restoration by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center.
  3. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
  4. A teacher effected by a reduction in force will remain on a recall list for twenty-four (24) months unless he/she;
    - a. Waives his/her recall rights in writing;
    - b. Resigns;
    - c. Fail to accept a recall to a position for which he/she is certified/licensed, subject to paragraph 2 above;
    - d. Failure to report to work in a position that he/she has accepted.
  5. Notice of recall will be given by registered mail to the teachers last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. If a teacher fails to respond within ten (10) calendar days or declines to accept the position he/she will forfeit all recall rights.
  6. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement he/she enjoyed at the time of layoff.
  7. No new teachers will be employed by the Board while there are teachers on the recall list who are qualified to fill the vacancy.
- E. The parties agree that these procedures apply only to the suspension of contracts under 3319.17.

This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

## **ARTICLE X EVALUATION**

### Teacher Evaluation Policy

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012)

The Board of Education of Southern Local School District and the SLEA adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Southern Local Board of Education directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012. Any additions, changes, or addendums to this policy will be mutually agreed upon by both parties and follow any provisions set forth by law, ORC, or ODE mandates.

### Definition of “Teacher”

This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

### Credentialed Evaluators

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete State-sponsored evaluation training and pass the online credentialing assessment. The Southern Local Board of Education and SLEA agree that the Credentialed evaluators be Administrators employed by the district.

### Effectiveness Rating

Each evaluation will result in an effectiveness rating of Accomplished, Proficient, Developing, or Ineffective. An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

## Evaluation Matrix

		Teacher Performance			
		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

- Teachers will have the right to attach a rebuttal to the final evaluation form.

### Teacher Performance Calculation

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

## Student Growth Calculation

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

1. Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
2. ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

Until June 30, 2014, if a teacher’s schedule is comprised only of courses or subjects for which value added data is applicable, the majority of the student growth factor of the evaluation shall be based on the value added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation for such teachers shall be based on the value added progress dimension. Southern Local School District will comply with all state mandates as they develop.

Students with 60 or more unexcused absences for the school year will not be able to be included in the calculation of student academic growth. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

## Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

### Formal Observation

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

A post observation conference shall be held after each formal observation.

### Classroom Walkthrough Procedure

Classroom walkthroughs shall not unreasonably disrupt and/ or interrupt the learning environment. \* They should be less than 10 minutes in duration.

Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

### Evaluation Timeline

District administrators evaluate teachers annually. Annual evaluations include two (2) formal observations at least 30 minutes each and periodic classroom walkthroughs with all evaluations completed by May 1. Teachers, who are on limited or extended limited contracts pursuant to State law and ORC 3319.11 and under consideration for nonrenewal, receive at least three (3) formal observations during the evaluation cycle. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth (10) day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation in the same manner.

### Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two of the three most recent school years. “Core subject area” means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

If a teacher who takes a written examination passes and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluation. The receipt by the teacher of a rating of ineffective on the teacher’s next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.

### Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by district administrators in making retention and promotion decisions based on evaluation needs. *Promotion does not include the awarding of administrative positions.*

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. Teachers who are designated as Accomplished, Proficient, and Developing shall be considered as comparable.

### Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers, (Ineffective). The Board adopts procedures for removing poorly-performing teachers based on evaluation results. Such procedures shall be those contained in the Ohio Revised Code.

### Professional Development

The Board allocates financial resources to support professional development in compliance with State law, mandates of the State Board of Education's evaluation framework, and provisions set forth in the collective bargaining agreement.

### Comparable Evaluations

\* The Board agrees that during the duration of this collective bargaining agreement, July 1, 2013- June 30, 2016, that evaluations rated Developing, Proficient, and Accomplished be considered comparable for seniority purposes.

### Implementation of Evaluation System

The Board agrees to bargain in good faith with the Association during regular contract negotiations all elements of the new teacher evaluation system that are not expressly prohibited subjects of bargaining. Any agreement that is achieved through said negotiation shall be subject to ratification by both parties. Additions or deletions to the Evaluation System should be done through a mutually agreed MOU (memorandum of understanding).

- A committee consisting of 3 classroom teachers, the Union President, Superintendent, and 1 principal, will meet on a monthly basis to discuss issues that may arise in the adoption of the OTES model.

### Adoption Date

Legal Refs: ORC 3319.1 1; 3319.111; 3319.112; 3319.16; 3319.58, Chapter 4117, OAC 3301-35-05, Sub. SB 316 (September 24, 2012)

## **ARTICLE XI TEACHING EXPERIENCE**

- A. If additional training qualifies a teacher to move from one column to another a letter reflecting such training shall be filed with the Treasurer two (2) weeks before the first scheduled payday in order to claim earned increment at the beginning of the school year and/or two (2) weeks prior to January 1 in order to claim earned increment on the first day of the second semester.
- B. It shall be the responsibility of the teacher to submit a transcript to the Treasurer and Educational Service Center (ESC) Superintendent prior to September 15 and prior to January 15 of any year.
- C. The Board shall recognize “years of teaching experience” as follows:
  - 1) A year of teaching experience shall consist of at least one hundred and twenty (120) days under a teacher’s contract.
  - 2) Teachers with verified teaching experience from a public or chartered non-public school of at least one hundred twenty (120) days per school year shall be credited on the salary schedule for ten (10) years of experience, including military service.
- D. Rehiring Retired Teachers

If a retired teacher is employed by the Southern Local School District, then the following stipulations will be in effect.

- 1. This article applies to the hiring of any previously retired teacher following any waiting period required by his/her teaching retirement system.
- 2. Previously retired teachers shall initially be placed at experience step 7 and appropriate earned degree status of the negotiated salary schedule. Retired teachers shall not advance higher than step 10 of appropriate earned degree status on the negotiated salary schedule.
- 3. Previously retired teachers are only eligible for Board paid health care, prescription drug plans, or dental plans if not eligible to receive insurance benefits from their retirement system. The terms of Article XXXIII – Fringe Benefits, Section G., Waiver of Insurance, shall not apply to retired teachers.
- 4. Previously retired teachers shall begin acquiring sick leave effective with their employment. The rate of accumulation of sick leave shall be in accordance with the law at the rate of fifteen (15) days per year. Retired teachers shall be permitted to carry over up to five (5) days of unused sick leave accumulated to any school year to any succeeding school year only when the retired teacher is rehired in the same position consecutively. No transfer of sick leave previously taken as or canceled by severance will be allowed.
- 5. Any bargaining unit member contemplating retirement from Southern Local Schools shall have the opportunity to discuss his/her rehiring with the Superintendent prior to making a retirement decision, if the bargaining unit member so requests. If the bargaining unit member desires he or she may invite an Association representative to attend this meeting.

6. The Board may commit to re-employ a member of the bargaining unit in advance of his/her actual retirement if the bargaining unit member notifies the Board of his/her intention to retire at the end of that school year and submits a letter to that effect no later than May 1<sup>st</sup>.
7. Any teacher who has retired and been reemployed by the Board shall begin acquiring district seniority as a new employee.
8. The following provisions of this agreement shall not apply to retired teachers:  
  
Article VIII, Article X, Article XVIII, Article XXIII, Article XXXVIII, and Article XXXIX.
9. Any retired teacher rehired by the district shall only ever be eligible for a one (1) year contract which shall be non-renewed each year.

E. Rehiring Other System Retirants

If a retiree of a retirement system other than a teacher retirement system is employed by the Southern Local School District, those retirees will only be eligible for health care, prescription drug plans, or dental plans if not eligible to receive these benefits from their previous retirement system. If not eligible to receive these benefits from their previous retirement system, those retirees may purchase these benefits pursuant to the Board's offerings at fifty percent (50%) cost to the retiree.

**ARTICLE XII  
CORRECTIVE ACTION**

- A. Teacher(s) shall be granted the right to be accompanied by a representative of his/her choice at any meeting where discipline is to be issued.
- B. If the teacher is unable to secure representation of his/her choice such meeting will not take place until the teacher is given sufficient time to secure representation provided that such meeting shall not be delayed longer than two (2) working days unless mutually agreed to in writing by the parties.
- C. Exceptions to this provision are the following:
  1. Incidents which, in the opinion of the Superintendent/ designee, require immediate disciplinary action.
  2. Incidents which, in the opinion of the Superintendent/designee, require an administrative reprimand where no disciplinary action is taken.
- D. Written reprimands shall be issued for just cause and the teacher shall be given a copy of the reprimand no more than five (5) workdays following the conference.

**ARTICLE XIII  
TEACHING CONDITIONS**

- A. It shall be the Board's responsibility to furnish materials and supplies for teaching and to provide use of available technology, copiers and audio-visual equipment for educational purposes.
- B. Announcements and classroom interruptions for administrative or other purposes shall be held to a minimum.
- C. Compensation for Substituting

- 1. Every reasonable effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute.

In those cases where substitutes are not available, any teacher(s) who agree, may be used as substitutes to cover the class (in whole or part) of the absent teacher(s). He/she will be compensated at the rate of \$10.00 per class period.

A teacher shall be compensated for substituting if he/she agrees to cover the class (whole or part) of another teacher while retaining his/her current class load. The maximum that will be paid will be \$60.00 per day excluding planning period.

- 2. Any teacher who agrees to substitute or who retains his/her class during his/her scheduled lunch period or scheduled planning period will be compensated.
    - 3. A teacher who agrees to assume the teaching duties of an absent teacher but who does not retain his/her own class load shall not receive additional compensation.
    - 4. A teacher, who retains students normally "pulled out" for small group or individual instruction when the special teacher is unavailable, shall not receive additional compensation.
    - 5. Title teachers cannot substitute except during their planning time and lunchtime.

- D. Health and Safety

No member of the bargaining unit shall be required and/or expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

- E. Teacher Authority

- 1. Student Behavior

- a. The building Administrator(s) and a committee representative of the faculty of each building shall mutually develop a student handbook in conjunction with Board Policy. This manual shall outline the appropriate and expected student behavior while

attending school in that building, including rules of student behavior and the penalties imposed for violating them. The rules of student behavior and penalties for their violation shall be provided to every student in each building, annually.

- b. The representative teachers of each committee shall be appointed by the Association. The committee will meet at mutually agreeable times during the month of July and/or August to develop this manual. The student behavior and penalties imposed shall be in accordance with the Board adopted policy. If the committee is unable to reach agreement, decisions shall be made by majority vote. Student handbooks will be completed prior to the scheduled August Board meeting.
- c. During any year schools are consolidated or buildings rearranged, the administration and a representative committee of the building staff will meet to review the student handbook(s) and revise them as necessary in accordance with b., above.

## 2. Disciplinary Rights

- a. The teacher shall have the right to discipline pupils, in accordance with policies and procedures of the Board, for acts which are detrimental to the good order and the best interest of the school.
- b. During the first teacher workday of the school year, each building principal and the committee representatives in that building shall present to their building faculty the adopted student handbook and the mutually developed guidelines outlining proper building procedure in regard to the enforcement of the pupil discipline described in the student handbook. All members of each faculty will receive copies of the written guidelines that are established for the proper building procedures.
- c. The administration shall give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom.
- d. Emergency application of force or restraint is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself and to protect other persons and property.

## 3. Gross Misconduct

- a. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously damage the learning atmosphere in the classroom, disciplinary action will be taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be taken by the building principal.
- b. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.

- c. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately.
- d. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher as long as the teacher has filed charges with the proper legal authority, unless required by law. The teacher's consent is not needed if he/she is the only teacher at that grade level or unit.
- e. None of the penalties stipulated in the school's student handbook may be changed or reduced unless the affected teacher is consulted with and agrees prior to any change, unless required by law.
- f. If an action taken against a student for gross misconduct subsequently results in a Court Order reinstating the student, the Court Order will be reviewed with the affected staff member(s) and then followed.
- g. Teachers assigned to a building may request and the principal shall meet with them within three days of such request to discuss building policy concerning student discipline and related activities. Such meetings shall not exceed 45 minutes.

F. Teacher Dress Code

- 1. All clothing will be neat and professional in appearance.
- 2. Clothing with messages will be worn with caution.
- 3. The association will emphasize the importance of professional dress at the first general meeting of the school year.

**ARTICLE XIV  
COMPLAINTS AGAINST MEMBERS OF THE TEACHING STAFF**

A. Informal

Communication between the community, parents, students, and the schools should be such that most complaints can be resolved in an informal professional and friendly atmosphere.

Most complaints may be resolved through personal conferences at the school level. Various avenues of contact between teacher, pupil, parent, principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below.

B. Formal Procedure

- 1. Prior to the implementation of the formal procedure the complainant will submit his/her complaint in writing to the teacher's immediate supervisor.

2. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

Discussion at the meeting will be limited to the written complaint.

3. If it is not resolved at that level, it may be appealed to the Superintendent.
  4. If it still is unresolved at that level, it may be appealed to the Board.
- C. In each of the steps above, a teacher may request and shall be informed of contemplated action, and be accompanied by counsel and/or representative of his/her choosing, at his/her own expense. Conferences regarding such complaints shall be private.

## **ARTICLE XV WORKDAY**

- A. Teachers workday shall consist of a maximum of seven (7) hours.
- B. The maximum teacher(s) workday may be extended for required bus duty and/or late departure of buses, or building meeting. Bus duty will be rotated equitably among teachers in each building.
- C. The Board may lengthen the school day to meet state minimum requirements.
- D. In the event the vocational education schedule requires an adjustment in the school day the administration will first attempt to reschedule the high school days beginning and/or ending times to compensate before lengthening the day.
- E. Each K-6 teacher shall be granted a minimum of two hundred (200) minutes of planning time per week within the stated work day. Each 7-12 teacher shall receive a minimum of one daily planning period which will be equal to one regular classroom instructional period during the student day.
- F. Teachers shall be granted at least thirty (30) consecutive minutes for lunch each work day, during which time he/she shall not be required to perform any school activity.
- G. A committee shall be formed at each school composed of teachers, administrators and community members to discuss alternative workday configurations.

**ARTICLE XVI**  
**VACANCY, TRANSFER AND PROMOTIONS**

A. Vacancy

1. A vacancy shall be defined as a job opening in the bargaining unit by reason(s) of retirement, resignation, leave of absence, death, non-renewal or termination of contract, promotion or creation of new position.
2. Such openings shall not be considered vacancies unless the Board intends to fill the position.
3. Within five (5) working days of a vacancy which the Board intends to fill, the Superintendent shall post in all school buildings a notice of such vacancy. The Association President shall receive a copy of all vacancy notices. such notice shall include the job title, location(s) of the position and certification required.
4. Vacancies shall be posted in all school buildings for a period of five (5) work days during the school year. When vacancies occur during the summer months when school is not in session posting shall be in the central office for a period of five (5) work days. The Association President shall also be notified of the vacancy. Exempt from the five (5) day posting requirement shall be the period of August 1 through September 1.
5. Each teacher who wishes to be notified of vacancies between June 1 through August 31 shall notify the Superintendent in writing, by April 15 of each school year. Teachers opting for such notice will be notified of the vacancies by the Superintendent.
6. Teachers who desire a change in grade, subject assignment or building assignment may file a written statement of such desire with the Superintendent by April 15 of each school year. A copy of such request shall be forwarded to the building principal.
7. Teacher(s) eligible for recall pursuant to a reduction in force shall be given the opportunity to exercise recall rights before posting the vacancy.
8. In acting on request for voluntary reassignment and/or transfer the following criteria apply:
  - a. Individual qualifications/certification
  - b. Seniority

Where the foregoing factors are substantially equal than the applicant with the most seniority will be given primary consideration.

Seniority shall be defined as continuous years of teaching service in the school system. Seniority will not be broken by Board approved Leaves of Absence, however, time spent on such leave shall not count toward seniority.

B. Involuntary Transfer Only

The Superintendent shall have the authority to involuntarily transfer teachers. It may be necessary, to involuntarily transfer a teacher who possesses more seniority than other teachers in the same area of certification. However, no involuntary transfer shall occur before the completion of the voluntary bidding procedure. If such an involuntary transfer occurs the teacher shall be provided reasons for the transfer upon the notice of transfer. Such reasons shall not be arbitrary or capricious.

When an involuntary transfer occurs, the least senior educator in the certification area and/or licensure or grade level shall be the one transferred. The Superintendent may transfer a more senior employee only when, in the opinion of the superintendent, it's in the best interest of the school system. Reasons for such transfer shall be put in writing and discussed with the affected employee and the union upon request.

C. Promotions

1. Whenever a new position or vacancy in administrative positions arises or is anticipated the Superintendent shall post in all school buildings a notice of such vacancy. The Association President shall receive a copy of the notice.
2. Vacancies shall be posted in all buildings for a period of five (5) work days during the school year. When vacancies occur during the summer months when school is not in session, posting shall be in the central office for a period of five (5) days. The Association President shall be notified of the vacancy. Exempt from the five (5) day posting requirement shall be the period of August 1 through September 1.
3. Teacher(s) interested in such vacancy shall notify the Superintendent in writing, during the posting period.

**ARTICLE XVII  
LESSON PLANS**

Teachers shall prepare daily lesson plans which give direction for instruction, implementation of courses of study and meet the state minimum requirements.

In instances where lesson plans are deemed to be deficient, assistance will be provided by the principal in an effort to improve the deficient areas.

**ARTICLE XVIII  
CONTRACTS**

A. Limited Contracts

Upon initial employment of a teacher, the contract shall be for a term of one (1) year.

Subsequent contracts shall be as follows:

- one (1) year contract
  - one (1) year contract
  - two (2) year contract
  - three (3) year contract
  - five (5) year contract thereafter
- B. The Board may grant a contract of lesser duration than specified above. The teacher will be provided with written reasons for the reduced contract length within five (5) days following Board action.
- C. During the term of a multi-year limited contract teachers eligible for and who request a continuing contract shall have the request for continuing status considered in accordance to 3319.11 ORC at the May business meeting.
- D. Teacher(s) becoming eligible for a continuing contract shall be considered for such contracts in accordance with the Ohio Revised Code.

#### **ARTICLE XIX JURY DUTY**

The Board shall grant full pay when a teacher is summoned for jury duty provided that any pay received for such duty is remitted by the teacher to the Treasurer.

Teachers subpoenaed to testify on behalf of the Board in a proceeding in which the Board is a party, or in a proceeding not involving the Board to testify in their professional capacity in a school related matter, shall do so with full pay.

#### **ARTICLE XX MILITARY LEAVE**

Military leave will be granted pursuant to the Ohio Revised Code 3319.14.

#### **ARTICLE XXI PERSONAL LEAVE**

A. Three (3) days of personal leave per school year will be granted to all teachers. Personal leave will not need justification by the teacher, however, the teacher will give three (3) days prior notice, except in the case of an emergency, when taking personal leave. Emergency is to be determined by the local Superintendent.

B. Personal leave is not to be accumulative.

- C. In no case will personal leave be used for working on a job for pay outside the school system.
- D. Personal leave may be taken in half day increments.
- E. No personal leave may be taken when more than ten percent (10%) of the staff are absent in any building. Exceptions may be made by the Superintendent.

**ARTICLE XXII  
SICK LEAVE**

- A. Teachers will be granted fifteen (15) days sick leave with pay per year at the rate of one and one-quarter (1-1/4) days per month.
- B. The accumulative days of sick leave will be two hundred sixty (260) days.
- C. All new teachers will be granted five (5) days of sick leave credit. Any teacher who has exhausted his/her sick leave shall be credited with five (5) days of sick leave per year upon written request of the teacher. Advanced sick leave shall be charged against subsequent accumulation. If the teacher ends employment using the advanced sick leave and not earning the same, he/she shall have the per diem amount deducted for unearned sick leave from the past paycheck issued by the Board.
- D. Each new teacher will receive credit for all sick leave that was accumulated in another public school district or public agency in Ohio. It will be the responsibility of the new teacher to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.
- E. Sick leave shall be used for the following reasons:
  - 1. personal illness;
  - 2. disability resulting from pregnancy;
  - 3. injury;
  - 4. exposure to contagious disease which could be communicated to others, and
  - 5. absence due to illness, injury or death in the immediate family (to a maximum of five (5) consecutive days). Additional days may be granted if medical attention is required as substantiated by a written statement from a physician.
- F. The immediate family is defined as:

Husband, wife, children, mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or any member of the teacher's same household.
- G. Immediately upon returning from sick leave, each teacher shall furnish to the Superintendent or his/her designee a written, signed statement on forms prescribed by the Board indicating that the teacher was absent for one of the reasons set forth above. If medical attention was required during the period of absence, the teacher's statement shall list the name and address of the attending physician and the date he/she was consulted.

H. Attendance Incentive:

Effective July 1, 1999 all members of the bargaining unit who use two (2) or fewer days of sick leave during any school year will receive a lump sum payment in June of that year. Payment shall be:

\$100.00 - no more than 1 sick leave day used.

\$150.00 - no sick leave used during the year.

**ARTICLE XXIII  
SABBATICAL LEAVE**

A teacher who has completed five (5) consecutive years of service with the Board may be granted, upon request, a one (1) year sabbatical leave subject to the following conditions:

- A. The teacher shall submit a written plan for professional growth to the Superintendent for approval. Such plan must be related to the educational field and within the teacher's area of certification.

The plan must be submitted by April 1 in order for a requested leave to be effective the following school year.

- B. The teacher shall, at the conclusion of the leave, provide evidence that the plan was followed.
- C. The teacher returns to the District at the end of the leave for a period of one (1) year. However, teachers who have completed thirty (30) or more years of teaching service shall be under no obligation to return to the District.
- D. Only two members of the bargaining unit may be granted a sabbatical leave at any one time. One at the elementary level (K-8) and one at the secondary level (7-12).
- E. Teachers will not be granted a sabbatical leave more than every five (5) years.
- F. A replacement must be available.

**ARTICLE XXIV  
MEDICAL LEAVE**

Medical leave will be granted to teachers pursuant to the Ohio Revised Code 3319.13.

**ARTICLE XXV  
CHILD CARE LEAVE**

- A. A teacher shall be granted a leave of absence, without pay, to care for a newborn or newly adopted child younger than school age, upon approval of the Board and submission of a doctor's statement verifying the date of birth, and a statement verifying the adoption, if applicable.

The maximum length of such leave shall be for a period of one (1) year.

B. Contract Rights

1. Limited contract teachers shall retain limited contract status upon return from child care leave.
2. Continuing contract teacher shall retain continuing contract status upon return from child care leave.

C. Return from Child Care Leave

1. Upon return from an approved child care leave the teacher shall be entitled reinstatement to the same or similar position which she (they) held prior to the leave.

A teacher on an approved leave may continue his/her hospitalization and other group benefit insurance at his/her own expense. The premiums for such insurances shall be paid as specified by the Treasurer.

**ARTICLE XXVI  
PROFESSIONAL LEAVE**

- A. Upon Board approval, the Board will grant upon request one (1) day of leave per year per bargaining unit member and may grant additional days without loss of pay to help teachers keep abreast of new innovations and teaching techniques, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the schools. The Board may pay expenses (including meals, lodgings and transportation) incurred contingent upon advance approval of the principal and the Superintendent or his/her delegated representative for the particular purposes of professional improvement to the school system and to the individual participating.
- B. No teacher will be permitted to attend more than three (3) meetings per year. Application for professional leave must be made at least fifteen (15) calendar days in advance of the requested meeting. The application shall be sent to the Principal for approval. The Superintendent shall review the request for final approval or rejection. Such application must be accompanied by documentation to justify attendance at the meeting. Denial of a request must be in writing with reasons from the Principal/Superintendent no later than five (5) days prior to the meeting.

**ARTICLE XXVII  
ASSAULT LEAVE**

The Board may grant assault leave to teachers absent due to a physical disability resulting from a physical assault by a student providing the following:

- A. Any teacher who must be absent from his/her duties due to a physical disability resulting from an assault while engaged in school activities, while on school premises during school hours, and/or at a scheduled school activity where attendance is required, will be paid his/her full schedule compensation for a maximum of thirty (30) work days.
- B. The teacher shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses.
- C. Assault leave shall not be charged against sick leave earned or earnable by the teacher so long as the teacher furnishes a written signed statement from a medical doctor as to the nature of the injury sustained causing the absence. If medical attention is required the doctor shall state the nature and duration of disability.
- D. Upon receiving the above statements the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.
- E. A prerequisite for qualifying for assault leave shall be that the individual in question must apply for Workers' Compensation and must be willing to assist in the prosecution of the responsible party. The Board will only pay the difference between Workers' Compensation paid and the teacher's regular salary. Should a delay occur in the receipt of Worker's Compensation benefits, the Board shall maintain the teacher on full pay status with the understanding that delayed Workers' Compensation benefits will be signed over to the Board when received by the employee.

**ARTICLE XXVIII  
BEREAVEMENT LEAVE**

In the case of death in the immediate family (husband, wife, brother, sister, step-mother, step-father, children, mother, father, grandparents, grandchildren, mother-in-law, father-in-law, aunt, uncle, guardians and any members of the same household) the teacher shall be granted, upon written request, a total of four (4) days of bereavement leave per occurrence at the teacher's per diem rate to attend the funeral, to make funeral arrangements and to take care of related matters.

The days of Bereavement Leave shall not be deducted from sick leave or any other leave.

**ARTICLE XXIX  
ASSOCIATION LEAVE**

- A. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days for one (1) delegate.
- B. Any Association member who is elected or appointed to the governing body of OEA shall be granted leave without pay to a maximum of two (2) days to attend meetings of such bodies. Such leave shall not be counted as part of the Association leave as outlined in Part A of this provision.

**ARTICLE XXX  
CONTINUATION CLAUSE**

Any negotiated item currently in effect and not changed during negotiations shall remain in full force and effect and shall be carried over and placed in successor agreements.

**ARTICLE XXXI  
MANAGEMENT RIGHTS**

The Board and the Association recognizes that the Board must operate in accordance with all statutory provisions of the state and other rules and regulations as promulgated by the Department of Education.

The functions, rights, powers, responsibilities and authority of the Board in regard to the management of the work force and the operation of the district not specifically limited or modified by an express provision or term of this contract shall remain exclusively those of the Board. The Board's rights shall include all those specifically designated in Ohio Revised Code Section 4117.08 as pertaining to the Board.

**ARTICLE XXXII  
COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this contract, each 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 the right and opportunity are set forth herein, and the parties agree that this contract constitutes the entire agreement between them and settles all demands and issues on all matters within the scope of bargaining, except as herein set forth:

An IBC shall be established with the effective date of this contract. The IBC shall consist of six (6) members; three (3) members appointed by the Board and three (3) members appointed by the Association. The IBC will be established without delay after the effective date of this contract.

The IBC shall have the authority to bargain on issues covered under 4117.08 ORC provided those issues are a response to changes due to implementation of S.B. 140.

Any bargaining during the duration of this contract, except the bargaining for a successor contract, shall be through the IBC. A majority of the IBC shall be required for approval of an addendum to the agreement.

Any agreement reached on an issue(s) by the IBC shall become addendum's to this contract. If agreement is not reached on an issue(s) by the IBC, no changes shall be made in wages, terms and conditions of employment from those currently in existence.

This article shall not conflict with the Ohio Revised Code 4117.10.

### **ARTICLE XXXIII FRINGE BENEFITS**

#### **A. Medical Insurance**

1. The Board will pay 90% of the monthly insurance premium for either family or single coverage for spouses and dependents age 23 and under. The employees shall pay 100% of the premium for adult children older than 23. The employee shall pay 10% of the monthly insurance premium. The Board shall prorate the amount for the premium for less than full-time bargaining unit members equivalent to their employment work day.
2. Any teacher retiring under STRS shall cease receiving Board paid insurance benefits effective with their eligibility for STRS insurance benefits.
3. The Board will make a one-time payment of \$1,200 in year one first pay in August 30, 2013); and a one-time payment of \$1,100 in year two (first pay in September 2014); and a one-time payment of \$900 in year three (first pay in September 2015) HRA for deductible per plan design for both years of the contract (single/family).

#### **B. Benefit Plan**

##### Annual Deductibles

#### **MEDICAL BENEFITS SCHEDULE**

##### **90/70/15 PLAN OPTION**

**Effective: July 1, 2011**

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</b>		

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>DEDUCTIBLE, PER CALENDAR YEAR</b>		
Per Covered Person	\$250	\$500
Per Family Unit	\$500	\$1,000
Amounts applied to the Network Deductible and the Non-Network Deductible do not cross-apply.		
<b>COPAYMENTS</b>		
Physician visits	\$15	none
Allergy serum and injections	\$5 (copay not applicable if billed with an office visit)	none
Urgent Care Facility	\$50	\$50
Emergency room	\$150	\$150
The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator, ACMS should be notified at (877) 304-0761 within 48 of the admission, even if the patient is discharged within 48 of the admission.		
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR</b>		
Per Covered Person	\$2,250	\$4,500
Per Family Unit	\$4,500	\$9,000
Amounts applied to the Network Out-of-Pocket and the Non-Network Out-of-Pocket do not cross-apply.		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum: Non-Precertification Penalties Amounts over Usual and Reasonable Charge Expenses incurred under the Prescription Drug Benefits		
<b>COVERED CHARGES</b>		
<b>Inpatient Hospital Services</b>		
Room, Board, and Miscellaneous Expenses	90% after deductible	70% after deductible
Intensive Care Unit	90% after deductible	70% after deductible
<b>Outpatient Hospital Services</b>		
Surgical Facilities	90% after deductible	70% after deductible
Other Outpatient Services	90% after deductible	70% after deductible
<b>Emergency Room Visit</b>		
Medical Emergency	100% after copayment	Paid Same As Network
<b>Urgent Care Facility</b>	100% after copayment	Paid Same As Network

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>Skilled Nursing Facility</b>	90% after deductible 90 day Calendar Year maximum	70% after deductible 90 day Calendar Year maximum
<b>Physician Services</b>		
Inpatient visits	90% after deductible	70% after deductible
Office visits (including any services related to the visit)	100% after copayment	70% after deductible
Surgery	90% after deductible	70% after deductible
Allergy serum and injections	100% after copayment (copay not applicable if billed with an office visit)	70% after deductible
<b>Diagnostic Testing (X-ray &amp; Lab)</b>	90% after deductible	70% after deductible
<b>Home Health Care</b>	90% after deductible 90 visit Calendar Year maximum	70% after deductible 90 visit Calendar Year maximum
<b>Private Duty Nursing</b>	90% after deductible	70% after deductible
<b>Hospice Care</b>	90% after deductible	Paid Same As Network
<b>Ambulance Service</b>	90% after deductible	Paid Same As Network
<b>Wig After Chemotherapy</b>	90% after deductible 1 Per Calendar Year	70% after deductible 1 Per Calendar Year
<b>Occupational Therapy</b>	90% after deductible 20 visit Calendar Year maximum	70% after deductible 20 visit Calendar Year maximum
<b>Speech Therapy</b>	90% after deductible 20 visit Calendar Year maximum	70% after deductible 20 visit Calendar Year maximum
<b>Physical Therapy</b>	90% after deductible 20 visit Calendar Year maximum	70% after deductible 20 visit Calendar Year maximum
<b>Spinal Manipulation Chiropractic</b>	90% after deductible 12 visit Calendar Year maximum	70% after deductible 12 visit Calendar Year maximum
<b>Mental Disorders/Substance Abuse</b>	Paid based on the type of service(s) received.	
<b>Preventive Care</b>		
Routine Well Adult Care	100%	70% after deductible
Includes: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory tests, hearing tests, vision tests, immunizations/flu shots, colonoscopies, bone density scans, stress tests and sigmoidoscopies.		

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Routine Well Child Care	100%	70% after deductible
Includes: office visits, routine physical examination, laboratory tests, x-rays, hearing tests, vision tests and immunizations through age to the end of the calendar year in which the dependent turns 19.		
<b>Organ Transplants</b>	90% after deductible	50% after deductible
Maximum Benefit of \$30,000 for unrelated donor searches for bone marrow/stem cell transplants per transplant per Covered Person.		
<b>Temporomandibular Joint (TMJ)</b>	Paid based on the type of service(s) received.	
<b>Other Medical Services and Supplies</b>	90% after deductible	70% after deductible

### PRESCRIPTION DRUG BENEFIT SCHEDULE

<b>PRESCRIPTION DRUG BENEFIT</b>		
	<b>NETWORK</b>	<b>NON-NETWORK</b>
<b>Pharmacy Option (30 Day Supply)</b>		
Generic Drugs	\$10 copayment	\$30 copayment
Preferred Brand Name Drugs	\$25 copayment	\$30 copayment
Non-Preferred Brand Name Drugs	\$40 copayment	\$30 copayment
<b>Mail Order Option (90 Day Supply)</b>		
Generic Drugs	\$20 copayment	Not Covered
Preferred Brand Name Drugs	\$40 copayment	Not Covered
Non-Preferred Brand Name Drugs	\$60 copayment	Not Covered
<b>Refer to the Prescription Drug Section for details on the Prescription Drug benefit.</b>		

If you obtain services from a Non-Network Pharmacy, Caremark will provide 50% of the Prescription Drug, after the Prescription Drug Copayment, as indicated in the above Schedule. You must pay the full amount of the bill for the Prescription Drug at the time of purchase. Then you must file a Standard Claim Form, which can be obtained from Caremark, and payment will be made directly to you. You may be responsible for any amount in excess of the Prescription Drug Covered Charges.

This is only a partial list of benefits. The contract or certificate with the Board will contain the complete listing of covered services.

C. Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each member in the amount of \$40,000, plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases therefore, shall be paid by the Board.

D. Dental Insurance

The Board shall continue to provide single and family dental insurance coverage which meets or exceeds the specifications set forth under current coverage for each member and his/her eligible dependents for the first year of the contract; and equivalent to that of the current coverage for each year thereafter. The full premium and any increases thereof, shall be paid by the Board.

E. Vision Insurance

The Board shall pay the full premium and any increases thereof for single and family vision insurance which meets or exceeds the current coverage.

F. Prescription Drug

The Board will provide prescription drug insurance for both single and family plans. There shall be a ten dollar (\$10) deductible for generic; a twenty dollar (\$20) deductible for formulary brand names, and a thirty dollar (\$30) deductible for brand name drugs. Mail Order shall provide a ninety (90) day supply as follows: a twenty dollar (\$20) deductible for generic; a forty dollar (\$40) deductible for formulary brand names, and a sixty dollar (\$60) deductible for brand name drugs.

G. Waiver of Insurance

1. Bargaining unit members who have health insurance coverage in addition to the health insurance benefit plan offered by the Board, may elect to waive the negotiated hospital/major medical insurance coverage. In consideration of their waiver of this insurance coverage, they shall receive a bonus equal to 25% of the insurance premium for the coverage waived. This payment shall be made by June 15<sup>th</sup> of each year subject to the following provisions:
  - a. The employee must provide proof of alternative insurance coverage and waive his/her right to the negotiated benefits in writing to the Treasurer by August 31st of each year insurance is being waived.
  - b. Coverage must be waived for the period September 1 -August 31 of each year.
  - c. Spouses employed by the district are not eligible for this benefit.
  - d. If only one employee in the district elects to waive insurance, the bonus shall be \$500.00.

2. All reinstatements to the insurance program shall be subject to C.O.B.R.A. rules and regulations for the extenuating circumstances and the insurance carrier's contract.
- H. In the event that a part time teaching position would be established, the Board would be responsible for the cost of the fringe benefit package prorated to the time the teacher is assigned to work.
- I. The Association and the Board mutually agree to establish a committee, when needed, for the purpose of reviewing the current insurance benefit package for the purpose of determining potential savings and cost reduction.

**ARTICLE XXXIV  
SUPPLEMENTAL CONTRACTS**

<b><u>POSITION/TITLE</u></b>	<b><u>SALARIES</u></b>
<b>Athletic Director</b>	\$5,000
<b>Head Football</b>	\$3,600
<b>Asst. Football</b>	\$2,100
<b>Asst. Football</b>	\$2,100
<b>Jr. High Football</b>	\$1,400
<b>Asst. Jr. High Football</b>	\$1,200
<b>Head Volleyball</b>	\$2,500
<b>Asst. Volleyball</b>	\$1,600
<b>Asst. Volleyball (9th)</b>	\$1,500
<b>Volleyball (8th)</b>	\$1,400
<b>Volleyball (7th)</b>	\$1,400
<b>Cross Country</b>	\$2,100
<b>Head Golf</b>	\$1,600
<b>Jr. High Club Golf</b>	\$750
<b>Marching Band</b>	1/9 Salary
<b>Asst. Marching Band</b>	\$2,100
<b>Cheerleading Advisor Fall Sports</b>	\$1,050
<b>Cheerleading Advisor Winter Sports</b>	\$1,050
<b>Jr. High Cheerleading Fall</b>	\$700
<b>Jr. High Cheerleading Winter</b>	\$700
<b>Head Boys Basketball</b>	\$3,600
<b>Asst. Boys Basketball</b>	\$2,100
<b>Asst. Boys Basketball (9th)</b>	\$1,500
<b>Boys Basketball (8th)</b>	\$1,400

<b><u>POSITION/TITLE</u></b>	<b><u>SALARIES</u></b>
<b>Boys Basketball (7th)</b>	\$1,400
<b>Head Girls Basketball</b>	\$3,600
<b>Asst. Girls Basketball</b>	\$2,100
<b>Asst. Girls Basketball (9th)</b>	\$1,500
<b>Girls Basketball (8th)</b>	\$1,400
<b>Girls Basketball (7th)</b>	\$1,400
<b>Head Baseball</b>	\$2,500
<b>Asst. Baseball</b>	\$1,400
<b>Asst. Baseball</b>	\$1,400
<b>Head Softball</b>	\$2,500
<b>Asst. Softball</b>	\$1,400
<b>Asst. Softball</b>	\$1,400
<b>Head Track</b>	\$2,500
<b>Asst. Track</b>	\$1,400
<b>Jr. High Track</b>	\$1,200
<b>Asst. Jr. High Track</b>	\$1,000
<b>Summer Sports Activities Coordinator - Boys</b>	\$1,500
<b>Summer Sports Activities Coordinator - Girls</b>	\$1,500
<b>Elementary Musicals</b>	\$500
<b>Yearbook</b>	\$1,400
<b>Jr. High Yearbook</b>	\$500
<b>ECHO</b>	\$500
<b>Senior Play</b>	\$600
<b>Title IX Compliance</b>	\$600
<b>Variety Show</b>	\$481.27
<b>Prom</b>	\$600
<b>Pep Band</b>	\$800.71
<b>Guidance</b>	1/9 Salary
<b>Student Council</b>	\$550
<b>Jr. High Student Council</b>	\$500
<b>National Honor Society</b>	\$550
<b>Quiz Bowl</b>	\$550
<b>Class Advisor (9th)</b>	\$300
<b>Class Advisor (10th)</b>	\$300
<b>Class Advisor (11th)</b>	\$400

<b><u>POSITION/TITLE</u></b>	<b><u>SALARIES</u></b>
<b>Class Advisor (12th)</b>	\$300
<b>Spanish Club</b>	\$250
<b>Science Olympiad</b>	\$250
<b>8th Grade Trip (2 positions)</b>	\$250
<b>Math/Science Expo</b>	\$250
<b>Math Dept. Head</b>	\$750
<b>Science Dept. Head</b>	\$750
<b>English Dept. Head</b>	\$750
<b>History Dept. Head</b>	\$750
<b>Saturday School</b>	\$125
<b>Lead Mentor</b>	\$1,200
<b>Mentor</b>	\$1,200
<b>LPDC Chair</b>	\$750 + Member Sup.
<b>District Newsletter</b>	\$1,800
<b>Work Study Coordinator</b>	\$3,000
<b>VLA Coordinator</b>	\$1,000
<b>Website Editor</b>	\$1,500
<b>Library</b>	10 extended days
<b>Vo-Ag</b>	40 extended days
<b>Home Ec.</b>	10 extended days
<b>Safety Coordinator</b>	\$2,388.89

The Superintendent and Association President will meet and discuss any new or unlisted supplemental prior to posting.

**ARTICLE XXXV  
SALARY**

All beginning teachers will start at step 0-1 on the pay scale at the appropriate degree level and remain there for two years. Step 0-1 will be used to generate the pay scale only.

**Teacher Step Salary Schedule 2013 – 2014**

<b>YEARS</b>	<b>BA</b>	<b>BA + 10</b>	<b>BA +20</b>	<b>MA</b>
<b>0</b>	1.0000	1.0374	1.0762	1.1165
	\$24,918.59	\$25,850.55	\$26,817.39	\$27,821.61
<b>1</b>	1.0380	1.0762	1.1165	1.1583
	\$25,865.50	\$26,817.39	\$27,821.61	\$28,863.21
<b>2</b>	1.0762	1.1165	1.1583	1.2016
	\$26,817.39	\$27,821.61	\$28,863.21	\$29,942.18
<b>3</b>	1.1165	1.1583	1.2016	1.2466
	\$27,821.61	\$28,863.21	\$29,942.18	\$31,063.52
<b>4</b>	1.1583	1.2016	1.2466	1.2932
	\$28,863.21	\$29,942.18	\$31,063.52	\$32,224.73
<b>5</b>	1.2016	1.2466	1.2932	1.3416
	\$29,942.18	\$31,063.52	\$32,224.73	\$33,430.79
<b>6</b>	1.2466	1.2932	1.3416	1.3918
	\$31,063.52	\$32,224.73	\$33,430.79	\$34,681.70
<b>7</b>	1.2932	1.3416	1.3918	1.4439
	\$32,224.73	\$33,430.79	\$34,681.70	\$35,979.96
<b>8</b>	1.3416	1.3918	1.4439	1.4980
	\$33,430.79	\$34,681.70	\$35,979.96	\$37,328.05
<b>9</b>	1.3918	1.4439	1.4980	1.5540
	\$34,681.70	\$35,979.96	\$37,328.05	\$38,723.50
<b>10</b>	1.4439	1.4980	1.5540	1.6122
	\$35,979.96	\$37,328.05	\$38,723.50	\$40,173.76
<b>11</b>	1.4980	1.5540	1.6122	1.6725
	\$37,328.05	\$38,723.50	\$40,173.76	\$41,676.35
<b>12</b>	1.554	1.6122	1.6725	1.7351
	\$38,723.50	\$40,173.76	\$41,676.35	\$43,236.25
<b>13</b>	1.6122	1.6725	1.7351	1.8000
	\$40,173.76	\$41,676.35	\$43,236.25	\$44,853.47
<b>17</b>	1.6725	1.7351	1.8000	1.8670
	\$41,676.35	\$43,236.25	\$44,853.47	\$46,523.02
<b>21</b>	1.7351	1.8000	1.8670	1.9370
	\$43,236.25	\$44,853.47	\$46,523.02	\$48,267.32
<b>25</b>	1.8000	1.8670	1.9370	2.0750
	\$44,853.47	\$46,523.02	\$48,267.32	\$51,706.08

**Teacher Step Salary Schedule 2014 – 2015**

<b>YEARS</b>	<b>BA</b>	<b>BA + 10</b>	<b>BA +20</b>	<b>MA</b>
<b>0</b>	1.0000	1.0374	1.0762	1.1165
	\$25,416.97	\$26,367.56	\$27,353.74	\$28,378.04
<b>1</b>	1.0380	1.0762	1.1165	1.1583
	\$26,382.81	\$27,353.74	\$28,378.04	\$29,440.47
<b>2</b>	1.0762	1.1165	1.1583	1.2016
	\$27,353.74	\$28,378.04	\$29,440.47	\$30,541.03
<b>3</b>	1.1165	1.1583	1.2016	1.2466
	\$28,378.04	\$29,440.47	\$30,541.03	\$31,684.79
<b>4</b>	1.1583	1.2016	1.2466	1.2932
	\$29,440.47	\$30,541.03	\$31,684.79	\$32,869.22
<b>5</b>	1.2016	1.2466	1.2932	1.3416
	\$30,541.03	\$31,684.79	\$32,869.22	\$34,099.40
<b>6</b>	1.2466	1.2932	1.3416	1.3918
	\$31,684.79	\$32,869.22	\$34,099.40	\$35,375.33
<b>7</b>	1.2932	1.3416	1.3918	1.4439
	\$32,869.22	\$34,099.40	\$35,375.33	\$36,699.56
<b>8</b>	1.3416	1.3918	1.4439	1.498
	\$34,099.40	\$35,375.33	\$36,699.56	\$38,074.62
<b>9</b>	1.3918	1.4439	1.4980	1.5540
	\$35,375.33	\$36,699.56	\$38,074.62	\$39,497.97
<b>10</b>	1.4439	1.4980	1.5540	1.6122
	\$36,699.56	\$38,074.62	\$39,497.97	\$40,977.23
<b>11</b>	1.4980	1.5540	1.6122	1.6725
	\$38,074.62	\$39,497.97	\$40,977.23	\$42,509.88
<b>12</b>	1.5540	1.6122	1.6725	1.7351
	\$39,497.97	\$40,977.23	\$42,509.88	\$44,100.98
<b>13</b>	1.6122	1.6725	1.7351	1.8000
	\$40,977.23	\$42,509.88	\$44,100.98	\$45,750.54
<b>17</b>	1.6725	1.7351	1.8000	1.8670
	\$42,509.88	\$44,100.98	\$45,750.54	\$47,453.48
<b>21</b>	1.7351	1.8000	1.8670	1.9370
	\$44,100.98	\$45,750.54	\$47,453.48	\$49,232.66
<b>25</b>	1.8000	1.8670	1.9370	2.0750
	\$45,750.54	\$47,453.48	\$49,232.66	\$52,740.20

**Teacher Step Salary Schedule 2015 – 2016**

<b>YEARS</b>	<b>BA</b>	<b>BA + 10</b>	<b>BA +20</b>	<b>MA</b>
<b>0</b>	1.0000	1.0374	1.0762	1.1165
	\$25,671.14	\$26,631.24	\$27,627.28	\$28,661.82
<b>1</b>	1.0380	1.0762	1.1165	1.1583
	\$26,646.64	\$27,627.28	\$28,661.82	\$29,734.88
<b>2</b>	1.0762	1.1165	1.1583	1.2016
	\$27,627.28	\$28,661.82	\$29,734.88	\$30,846.44
<b>3</b>	1.1165	1.1583	1.2016	1.2466
	\$28,661.82	\$29,734.88	\$30,846.44	\$32,001.64
<b>4</b>	1.1583	1.2016	1.2466	1.2932
	\$29,734.88	\$30,846.44	\$32,001.64	\$33,197.91
<b>5</b>	1.2016	1.2466	1.2932	1.3416
	\$30,846.44	\$32,001.64	\$33,197.91	\$34,440.40
<b>6</b>	1.2466	1.2932	1.3416	1.3918
	\$32,001.64	\$34,439.51	\$34,440.40	\$35,729.09
<b>7</b>	1.2932	1.3416	1.3918	1.4439
	\$33,197.91	\$34,440.40	\$35,729.09	\$37,066.55
<b>8</b>	1.3416	1.3918	1.4439	1.4980
	\$34,440.40	\$35,729.09	\$37,066.55	\$38,455.36
<b>9</b>	1.3918	1.4439	1.4980	1.5540
	\$35,729.09	\$37,066.55	\$38,455.36	\$39,892.95
<b>10</b>	1.4439	1.4980	1.5540	1.6122
	\$37,066.55	\$38,455.36	\$39,892.95	\$41,387.01
<b>11</b>	1.4980	1.5540	1.6122	1.6725
	\$38,455.36	\$39,892.95	\$41,387.01	\$42,934.97
<b>12</b>	1.5540	1.6122	1.6725	1.7351
	\$39,892.95	\$41,387.01	\$42,934.97	\$44,541.99
<b>13</b>	1.6122	1.6725	1.7351	1.8000
	\$41,387.01	\$42,934.97	\$44,541.99	\$46,208.04
<b>17</b>	1.6725	1.7351	1.8000	1.8670
	\$42,934.97	\$44,541.99	\$46,208.04	\$47,928.01
<b>21</b>	1.7351	1.8000	1.8670	1.9370
	\$44,541.99	\$46,208.04	\$47,928.01	\$49,724.99
<b>25</b>	1.8000	1.8670	1.9370	2.0750
	\$46,208.04	\$47,928.01	\$49,724.99	\$53,267.61

**XXXVI  
CLASS SIZE**

The ratio of teachers to pupils on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.

Effective September 1, 1986, the ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership.

**ARTICLE XXXVII  
SCHOOL CALENDAR**

The Board of Education will establish annually a calendar for the following school year.

The Superintendent shall submit the calendar(s) to all employees of the district no later than March 15th of each year.

In no event will the calendar be changed without two (2) weeks prior notice.

The school year shall consist of one hundred eighty-two (182) work days for teachers.

**ARTICLE XXXVIII  
SEVERANCE PAY**

The Board of Education shall grant severance pay to each retiring teacher.

The retiree shall be paid a severance benefit calculation based on accumulated sick leave computed at the actual rate of pay earned for a day's work, excluding extended service of pay for additional duties, to a maximum as follows:

- A. A teacher having ten (10) years or less service with Southern Local School District shall be granted -- 25% of his/her unused accumulated sick leave to a maximum of forty (40) days.
- B. A teacher having over ten (10) years but less than twenty (20) years of service in the Southern Local School District shall be granted -- 25% of his/her unused accumulated sick leave to a maximum of fifty-five (55) days.
- C. A teacher having twenty (20) or more years of service in the Southern Local School District shall be granted -- 25% of his/her unused accumulated sick leave to a maximum of sixty-five (65) days.

Retiring teachers or those leaving the service of the district shall not accrue sick leave past the effective date of their resignation.

**ARTICLE XXXIX**  
**STRS PICK-UP UTILIZING SALARY REDUCTION METHOD**

The Board of Education of the Southern Local School District herewith agrees with the Southern Local Education Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be the employees statutory percentage of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all members of the bargaining unit.
- C. The pick-up shall become effective February 1, 1985 and shall apply to all compensation including supplemental earnings thereafter.
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

Each unit member should consider responsibility for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

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

**ARTICLE XL**  
**NO SMOKING BY STAFF**

Bargaining unit members must refrain from using tobacco products in any form on school district property.

**ARTICLE XLI**  
**UNUSED PERSONAL LEAVE**

Unused personal leave will be converted to sick leave at the end of the school year.

**ARTICLE XLII  
TRAVEL ALLOWANCE**

Any employee required to use his/her vehicle in service to the Board shall be paid at the rate established by the I.R.S. per mile for the actual travel distance.

**ARTICLE XLIII  
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. There shall be a Local Professional Development Committee (LPDC) to oversee, review, and approve personal development plans for course work, continuing education units and/or other equivalent activities.
- B. The LPDC shall consist of three (3) teachers appointed by the Association President and two (2) members appointed by the Superintendent. One of the Superintendent's appointees will be a Principal employed by the district.
- C. Appointments shall be for three (3) years with the committee members being appointed on a rotating basis. Each appointment shall be for three years.
  - 1. Appointments shall be made on or before May 1st.
  - 2. The Appointments shall be made by each party outlined above, notifying the other of those appointed.
  - 3. In the event of a vacancy, the committee members shall be replaced in accordance with "B." above.
- D. This committee shall meet monthly during the school year and shall require a simple majority of members in order to conduct business.
  - 1. The committee may also be convened by the request of two sitting members.
  - 2. The committee shall meet after regular school hours. Members of the committee will receive an annual stipend of \$750.00. This stipend will be paid in two equal payments. One payment will be paid the first pay in December, the second payment will be paid the first payroll in June.
  - 3. Decisions of the LPDC will be made by a simple majority of the committee members.
  - 4. The committee minutes shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

E. Training

1. Members of the LPDC shall be provided the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

Training will be provided at no cost to the committee members or loss of pay. All costs of training including all registration costs, travel, meals, accommodations and mileage-will be borne by the Board of Education.

2. LPDC training for committee members shall constitute appropriate "equivalent activities" for the purpose of the committee members' own individual development plans, if the committee so decides.

F. If a professional staff member is in dispute of a decision made by this committee, they may appeal to the Department of Education in accordance with the appeal process developed by that department.

G. During the first teacher day assembly, the LPDC committee shall be introduced and shall present an outline of its procedures and processes.

**ARTICLE XLIV  
CALAMITY LEAVE ASSISTANCE PROGRAM**

The Southern Local School District Board of Education shall establish a Calamity Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.

To qualify for the Calamity Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave. The Calamity Leave Assistance Program cannot be used beyond the current contract under which the individual is employed or beyond the end of the school year in which the application is made.

Request for use of Calamity Leave Assistance Program will be considered on a case by case basis. A committee, composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member, will make a determination based on the following criteria.

- A. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse or child) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave.
- B. The total use of the Calamity Leave Assistance Program shall not exceed the current employee's contract or current school year.

- C. All requests will be subject to the responses of the staff who wish to make donations to an individual approved by the committee.
- D. All donations of sick leave by staff members will remain confidential and should be submitted to the District Treasurer on the proper form. (See Appendix B)
- E. Employees requesting consideration for the Calamity Leave Assistance Program must complete the request on the proper form (See Appendix A) and submit one copy to the Superintendent and one copy to the Association President.
- F. Activation of the program shall require a majority vote of the committee and the chair shall vote only in the event of a tie vote of the committee.

**ARTICLE XLV  
COMMUNICATION COMMITTEE**

A committee consisting of the Association President and four (4) teacher representatives, the Superintendent, a building administrator and one member of the Board of Education shall meet in order to facilitate and maintain regular communication between the teachers, administrators and Board. The council shall meet at a mutually agreed time and place at least twice during each school year. Additional meetings shall be scheduled as deemed necessary by the members of this committee.

The purpose of this committee will be to review and discuss current district concerns and problems as they relate to the day to day school environment of the district. This committee shall not make decisions contrary to Board policy nor will it make decisions on subjects which are mandatory subjects of bargaining according to the contract or O.R.C. 4117.

The agenda for each meeting will be developed jointly by the Association President and the Superintendent. One member of the committee shall be responsible to take notes of the issues discussed and any subsequent decisions agreed to by the committee. A copy of these notes shall be provided to both the Superintendent and the Association President within two weeks of each meeting for confirmation and after confirmed shall be provided to each building.

**ARTICLE XLVI  
LABOR MANAGEMENT COMMITTEE**

- A. In the interest of sound labor-management relations, unless mutually agreed to otherwise, once each forty-five (45) workdays (workday shall mean a school calendar day during the scheduled school year on a day in which school is in session) at a mutually agreeable date and time the Board and/or its designee shall meet with five representatives of the Association (one from the high school, junior high, elementary, the Association President and one additional representative selected by the Association President) to discuss potential problems and promote a more harmonious labor-management relationship.

- B. Each party shall furnish an agenda at least five (5) working days in advance of the scheduled meeting or a list of the matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meetings shall include but is not limited to the following:
1. Discuss the administration of this agreement,
  2. Notify the Union of changes made by the Board which affect the bargaining unit members of the Union,
  3. Disseminate general information to the parties,
  4. Discuss ways to improve the delivery of education services,
  5. Consider and discuss health and safety matters relating to employees.
- C. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened no more than two (2) workdays from the submission of the agenda. Workday shall mean a day in which school is in session and pupils are in attendance.

#### **ARTICLE XLVII ENTRY YEAR PROGRAM**

- A. The purpose of the Entry Year Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license. The Entry Year program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.
- B. The Entry Year Committee shall consist of three (3) practicing classroom teachers from Meigs County and two (2) Athens/Meigs ESC employees. The teacher members shall be the Lead Mentors from their respective Districts. The ESC employees shall be appointed by the County Superintendent. The Entry Year Committee shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules.
- C. A Pathwise trained teacher shall be employed as Lead Mentor. The Lead Mentor shall receive training in the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules affecting the state mandated Entry Year Program. The Lead Mentor position shall be posted and bid annually.
- D. The Lead Mentor and Building Administrator shall establish the criteria for determining the most appropriate assignment of mentors to mentees and shall determine the process by which the mentor or mentee may request a change in assignment. The Board shall provide the Lead Mentor the opportunity to attend training in order to establish and maintain an effective Entry Year Program. The Board shall pay all necessary and actual training costs.

## E. Mentors

1. Mentor teacher(s) shall possess a minimum of five (5) years of satisfactory teaching experience in the district and have completed Pathwise Mentorship Training before being assigned to an entry year teacher. The Board shall provide release time for mentors to attend additional training as needed and as approved by the Lead Mentor and Building Administrator.
  2. Mentor teacher(s) shall apply for available mentorship position(s) in each building as they occur after they have received training. Mentor teachers assigned to a building who wish to apply will have a meeting with the Lead Mentor and Building Administrator. If mentor teachers are needed in another building, the Committee shall request volunteers.
  3. Mentor teacher(s) may serve more than one (1) teacher if there are not sufficient mentor teachers to serve the number of individuals requiring mentorship and/or sufficient mentor teacher(s) do not volunteer to serve as a mentor.
  4. Mentors will provide services in the following manner:
    - 1/2 day prior to the beginning of school.
    - 1-half (1/2) day during the first two (2) weeks of school.
    - 1-half (1/2) days per nine week grading period for the remainder of the school year.
    - Room visits as necessary.
  5. A substitute will be provided for mentors to cover their classes and duties.
  6. Mentors will be expected to maintain a log indicating the dates and times of meetings with the teacher being mentored. This will be the only written information provided to the administration and both the teacher mentor and the teacher mentee will sign such log.
- F. The entry year bargaining unit member will be assigned a mentor who is, if possible, certified/licensed in the same subject area and where possible the assignment shall be made in the same building. Entry year teachers will be provided release time to observe the mentor's class and one other teacher's class.
- G. Mentors shall communicate directly with the Entry Year Bargaining Unit Member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the entry year bargaining unit member shall be confidential information.
- H. No mentor shall participate in any informal or formal contractual evaluation of an entry year bargaining unit member. No mentor shall be directed, required, or requested to make any recommendation regarding the employment of an entry year teacher/bargaining unit member in the program.
- I. The entry year program shall not replace employment evaluation. Evaluation of entry year bargaining unit members shall be conducted in accordance with the negotiated contract and per applicable state laws.

**ARTICLE XLVIII  
ACTIVITY PASS**

Employees will be given a pass for free admission to any home junior high or high school athletic event during that school year. The pass is good for the employee only and is not transferable.

**ARTICLE XLIX  
RESIDENT EDUCATOR/MENTOR**

A. Rationale

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving *their* skills and knowledge *and* student achievement. The Resident Educator License will be issued beginning in 2011. The Resident Educator Program will be a Program administered and funded by the Southern Local School District.

B. Definitions

1. Resident Educator Program--The four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.
2. Mentor--A mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.
3. Resident Educator--A resident educator is a teacher employed under a resident educator license.
4. Formative Assessment--is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Resident Educator Committee

1. Responsibilities

- a. Collaborate in the administration of the program, selection; and assignment of mentors;  
Provide for the training of mentors and resident educators;  
Review the program's effectiveness;  
Address/solve, mentor/resident educator concerns, issues, problems, and  
Comply with ODE and statutory requirements.

## 2. Committee Make-Up

- a. This committee will include three (3) association members who are practicing teachers and representative of elementary, middle school and high school educators appointed by the association and two (2) administrators who are appointed by the superintendent.
- b. Committee members shall be trained mentors whose term of office shall not exceed three (3) years. Terms shall be staggered. The number of terms a committee member may serve shall not be more than two (2) consecutively.
- c. The committee chairperson shall be appointed by consensus of the committee.
- d. All members shall attend all Resident Educator Committee meetings.
- e. Committee members shall be provided release time three (3) times per school year to attend committee meetings; said release time shall be separate from any other release time covered under this agreement.
- f. The committee shall select the teachers who will act as mentor teachers.
- g. Application forms for mentor teacher positions will be made available to all bargaining unit members.

## D. Mentors

### 1. Qualifications

- a. The mentor teacher must have continuing contract status and have a minimum of five (5) consecutive years of teaching experience in the district.
- b. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
- c. The mentor teacher must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/license.
- d. The mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

## 2. Selections

- a. Selections shall be made by the Resident Educator Committee. A mentor teacher shall be assigned to a resident educator with certification/licensure in the same grade level or subject area. Should no mentor be available in the area of certification/licensure, the committee may assign a mentor from in the grade level or subject area most closely related to that of the resident educator.

## 3. Training

- a. Mentor teachers shall be provided with the following:
  - i. An orientation to mentoring responsibilities;
  - ii. State required mentor training;
  - iii. Opportunities to consult with and otherwise assist the assigned resident educator teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

## 4. Responsibilities

- a. The mentor teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.
- b. Consult with and otherwise assist the assigned resident educator teacher on a regular basis within the instructional day.
- c. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the resident educator.
- d. The mentor will attend regional mentor network meetings.
- e. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

## 5. Release Time

- a. Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the superintendent.
- b. Each mentor teacher shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

#### E. Compensation

1. Release time shall be provided to the mentor teacher and/or resident educator as mutually agreed upon with the building principal. The maximum number of resident educators a mentor teacher may have is two (2) per year.
2. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and mentor teacher.
3. In addition to the mutually agreed upon released time, each mentor teacher shall receive a stipend of \$1,200 for each resident educator. The stipend is to be paid in June of that school year.
4. The district will pay all training fees required for mentors to receive the mandatory ODE state mentor training.
5. The mentor teacher will complete the Resident Educator Mentor Form. This form will be turned in to the Treasurer's office by the teachers last working day for the contract year that the bargaining unit member was assigned the position of mentor teacher.

#### F. Resident Educator

1. Each resident educator shall be given an initial orientation on the following matters:
  - a. The pupils and community to be served;
  - b. School policies, procedures, and routines;
  - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
  - d. The layout of the facilities of the assigned school building(s);
  - e. The nature of the Resident Educator Program which will be provided; and
  - f. Additional information a resident educator may need to be adequately prepared for a specific assignment.
2. Each resident educator shall be provided with the following:
  - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
  - b. Assistance with the management tasks identified as especially difficult for beginning teachers;

- c. Assistance in the improvement of instructional skills and classroom management; and
  - d. The opportunity to consult/observe other teachers both within and outside of the district.
3. The resident educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the building principal/immediate supervisor.
  4. The resident educator is not required to complete an IPDP or to utilize the LPDC process.
  5. An effort will be made by the administration to assign an equitable workload/schedule to a resident educator.

#### G. Protections

1. Other than a notation to the effect that a teacher served as a Mentor teacher, the teacher's activities as a Mentor teacher shall not be part of that resident educator's evaluation.
2. No resident educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.
3. In the event that the district does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
4. Mentor teachers shall not participate in the evaluation of any resident educator.
5. Mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
6. No mentor teacher shall be requested or directed to divulge information from the written documentation, excluding public records, or confidential mentor/resident educator discussions.
7. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded as confidential to the extent permitted by law. Any violation of this tenet by the mentor shall be handled by the lead mentor.
8. The lead mentor will handle all conflicts between the mentor teacher and resident educator.
9. All members of the committee, mentor teachers, and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

10. Mentor teachers shall communicate directly with the resident educators and shall not discuss/report the performance and progress, except to request or recommend professional development opportunities, of the resident educator with any administrator, assessor, or other teacher.
11. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a resident educator.
12. The regular evaluation of the mentor teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
13. Resident educators shall be provided all due process provisions allowed by the master agreement and ORC.

#### H. Program Review/Revisions

##### 1. Committee

- a. Mentor teachers and resident educators may meet as a group with the Resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the association and the superintendent not later than May 1.

##### 2. Association/Board

- a. Association and board representatives may meet to discuss the recommendations prior to the next school year.

##### 3. Mentor teachers

- a. In addition to meeting for program evaluation purposes, mentor teachers may meet on a periodic basis for coordination purposes.

#### I. Records

1. The committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law and the Board's record retention policy.

NOTE: This program shall not replace the negotiated employee evaluation system.

**ARTICLE L  
DURATION OF CONTRACT**

Effective Dates

This contract shall be effective from July 1, 2013 through June 30, 2016.

SIGNATURES

\_\_\_\_\_  
Southern Local Board of Education

*Dennie E Hill*  
\_\_\_\_\_  
President

*Gregory L. Evans*  
\_\_\_\_\_  
Vice President

*9-23-2013*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Southern Local Education Association

*Ann M. Ohlungei*  
\_\_\_\_\_  
President

*John C. King*  
\_\_\_\_\_  
Vice President

*9-23-2013*  
\_\_\_\_\_  
Date

REQUEST FOR CALAMITY LEAVE ASSISTANCE

Employee's Name \_\_\_\_\_

I am requesting \_\_\_\_\_ number of days from the Calamity Leave Assistance Program.

The reason I am requesting Calamity Leave is:

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

- 1. I understand that my request will be considered and granted only if there are days donated by fellow employees to this Calamity Leave Assistance Program.
- 2. I understand that the number of days granted cannot exceed the number of days that have been donated.
- 3. I have read the guidelines for use of Calamity Leave Assistance Program in the Master Agreement.
- 4. I understand that I am only eligible to use the Calamity Leave Assistance Program during my current contract or current school year.

I have read all of the above statements and agree to abide by the conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Person Making Request  
(Name may be withheld on donation request form upon request of person making request for Calamity Leave Assistance. I \_\_\_\_\_ DO \_\_\_\_\_ DO NOT request that my name be withheld.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved By Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

**APPENDIX B**

Under the provisions of the Master Agreement between the Board and the Association, the Southern Local School District Board of Education and the Southern Local Education Association have agreed to establish a Calamity Leave Assistance Program.

The purpose of this program is to allow individual employees to donate up to a maximum of five (5) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury or to an individual whose family member has experienced a catastrophic illness or injury and been approved by the Calamity Leave Assistance Committee.

**GUIDELINES FOR DONATION OF SICK LEAVE**

1. Anyone making a donation must have accumulated at least fifty (50) days of sick leave.
2. Sick leave will be deducted from the total accumulation of the donor.
3. Donors may donate any number of days up to a total of five (5) days to this Calamity Leave Assistance program.
4. Names of donors to the Calamity Leave Assistance Program will be kept confidential.
5. Unused Calamity Leave will be restored to donors on a pro-rated basis rounded off to the next lowest whole number at the termination of donor's usage.
6. Calamity Leave Assistance Programs will be established only to meet a specific request.

I have read the above information and agree to donate \_\_\_\_\_ days for Calamity leave Assistance to \_\_\_\_\_.

Name of Employee Receiving Donation  
(Name may be withheld upon request)

I currently have a total of \_\_\_\_\_ days of accumulated sick leave.

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Employee Making Donation

\_\_\_\_\_ Signature

This form should be returned to the Treasurer, Southern Local Schools.

**SUMMER VACANCY NOTIFICATION**

To: SUPERINTENDENT OF SOUTHERN LOCAL SCHOOLS

From: \_\_\_\_\_

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

Re: NOTIFICATION OF SUMMER VACANCIES

Please inform me of any vacancies occurring in the following areas of Certification/Licensure.

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

Summer Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Alternate Phone and Contact Person: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

---

**SOUTHERN LOCAL EDUCATION ASSOCIATION  
GRIEVANCE REPORT FORM**

---

Grievance No. \_\_\_\_\_

\_\_\_\_\_  
Name of Aggrieved

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Building

**STEP I – INFORMAL**

(Submitted to Administrator - \_\_\_\_\_)

A. Time and Date Grievance Occurred: \_\_\_\_\_

B. Date Grievance Discussed with Administrator: \_\_\_\_\_

C. Description of Grievance Discussed with Administrator: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

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

GRIEVANCE NO. \_\_\_\_\_

**STEP II – FORMAL**

(Submitted to Administrator - \_\_\_\_\_)

A. Time and Date Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

2. Articles and Sections Violated: \_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Date of Hearing: \_\_\_\_\_

D. Names of Persons in Attendance at Hearing: \_\_\_\_\_

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

E. Disposition by Principal \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\*\*\*\*\*

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

GRIEVANCE NO. \_\_\_\_\_

**STEP III**

(Submitted to Superintendent - \_\_\_\_\_)

A. Position of Aggrieved or Association \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date of Hearing: \_\_\_\_\_

C. Names of Persons in Attendance at Hearing: \_\_\_\_\_

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

D. Disposition by Superintendent \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\*\*\*\*\*

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

GRIEVANCE NO. \_\_\_\_\_

**STEP IV**

(Submitted to Board: \_\_\_\_\_)

A. Position of Aggrieved or Association: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date of Board Meeting: \_\_\_\_\_

C. Names of Persons Appearing Before the Board at the Meeting: \_\_\_\_\_

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

D. Disposition of Board: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\*\*\*\*\*

NAME: \_\_\_\_\_ GRIEVANCE NO. \_\_\_\_\_

**STEP V**

A. Request by Aggrieved or Association to submit Grievance to Arbitration: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved/Association

\_\_\_\_\_  
Date