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MASTER AGREEMENT

BETWEEN THE
SOUTHEASTERN LOCAL BOARD OF EDUCATION
AND THE
SOUTHEASTERN LOCAL EDUCATION ASSOCIATION
EFFECTIVE:

July 1, 2014 to June 30, 2017

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ARTICLE ONE - RECOGNITION

A. Recognition

The Southeastern Local Board of Education, hereinafter referred to as the “Board”, recognizes the Southeastern Local Education Association, hereinafter referred to as the “Association”, affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining representative of all bargaining unit members, both full and part-time (1/2 time or more), as defined in paragraph “B”, Bargaining Unit Defined, below.

B. Bargaining Unit Defined

For purposes of bargaining, the “bargaining unit” shall include all certificated/licensed classroom teachers, guidance counselors, speech and hearing therapists, librarians and learning disabilities tutors. (Administrators, including the athletic director/administrative assistant, substitute teachers, and all non-certified/licensed personnel, shall be excluded.)

ARTICLE TWO - NEGOTIATIONS

A. Scope Of Negotiations

The Board and the Association shall bargain collectively to determine the following:

1. Wages
2. Hours
3. Terms and other conditions of employment
4. The continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

B. Negotiations Process - Meetings

1. Request for Meetings

Upon request of either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. Bargaining for a new contract shall begin not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this Agreement.

2. Filing of SERB Documents

The requesting party shall serve four (4) copies of the Notice to Negotiate (form) and a copy of the current contract upon the State Employment Relations Board (SERB).

3. Proper Submission of Documents For Negotiations

All issues proposed for bargaining shall be reduced to writing in a comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not submitted at the first meeting.

C. Representation

Each team shall be responsible for naming its members to the negotiations team.

D. Number of Members on Each Team

Representative members of the Board and the Superintendent shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to no more than four (4) representatives of each

of the Board and the Association.

E. Negotiations Between Parties

All negotiations shall be conducted exclusively between said teams.

F. Parties' Control of Negotiations Teams

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

G. Power of Negotiations Teams

Each team shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions during the course of negotiations.

H. Effects of Final Agreement

No final agreement shall be in force until the same has been ratified by the Association membership and officially adopted by the Board.

I. Tentative Agreements Not A Subject of Impasse

Tentatively agreed to items shall not be a matter of the dispute process of this Master Agreement.

J. Consultants

Each team may call upon and pay for competent professional and lay representatives to consider matters under discussion and to make suggestions.

K. Study Committees

The parties may, upon mutual consent, appoint joint ad hoc study committees to research, study, and develop projects, reports, and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs of such committees shall be shared equally by the Board and the Association.

L. Information

1. District Financial Information

The Superintendent and/or the Board Treasurer agree to release to the Association President, upon request, all regularly assembled information dealing with the financial resources of the district and any other regularly prepared information concerning the school program as normally available

to the public.

a. **Association/Board Submission of Material**

The Association and Board shall, upon request, furnish all available information on its proposals to the requesting party's negotiating team.

M. While Negotiations are in Progress

1. Caucus

Upon request, either party may be permitted to caucus at any time. Caucuses shall not last more than one (1) hour. The team calling a caucus shall adjourn to another area.

2. Protocol

No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiating process.

3. Item Agreement

As tentative agreement is reached on negotiable items they shall be reduced to writing, initialed, and dated by each party.

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

5. News Releases

Periodic progress reports may be issued during negotiations to the public provided such releases have the prior approval of both parties. When consensus has been reached, news releases will be approved by both teams.

N. Agreement

1. Signing of Contract

Upon ratification by both parties, the agreement shall be signed within fifteen (15) days by the Superintendent, the Board President, the Association President, and the members of each negotiating team.

2. Contract to be Made Part of Board Policies

The Agreement, as ratified by both parties, shall become a part of the official minutes of the Board at the time of ratification and shall be effective as specified by dates contained within the Master Agreement.

3. Non-discrimination Against Staff Members

In addition, it shall be binding on both parties and shall not discriminate against any staff member.

O. Disagreement

1. Mediation

In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be declared. A joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties.

2. Right to Strike

If the parties cannot reach an agreement after three (3) sessions or if the Mediator cancels the process prior to the three (3) sessions, the Parties agree that this procedure has exhausted the Contract, thus the Association will have the right to strike under Chapter 4117 of the ORC, and the Board of Education shall have the right to implement its last and best offer pursuant to ORC 4117.11.

P. Continuation of Performance

For the duration of this Agreement, neither the Association, its agents, nor the employees represented by the Association shall engage in, assist in, sanction, or approve any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

Q. Definitions

1. Good Faith

“Good Faith” involves coming to the negotiating table with the intention of negotiating. 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, that party is obligated to give its reasons and offer counter-proposals. Good faith requires both parties to recognize negotiations as a shared process.

2. Master Agreement

“Master Agreement” refers to this entire document. In addition to the Procedural Agreement, it includes all other agreements attached hereto in the form of articles.

3. Previously Negotiated Agreements

“Previously Negotiated Agreements” refers to those agreements currently or earlier in effect.

4. Procedural Agreement

“Procedural Agreement” is a mutually agreed to procedure for Board-Association communication designed to solve problems of mutual concern.

5. Professional Negotiations

“Professional Negotiations” means conferring, discussing, and negotiating in good faith by a board of education or its designated representatives and a recognized teacher organization through its designated representatives in an effort to reach agreement with respect to working conditions and other matters of concern to such board and organization.

6. Impasse

“Impasse” is the persistent disagreement between the parties requiring the use of mediation or appeal procedures for resolution.

7. Mediation

“Mediation” is the use of a third party to help opposing parties reach agreement in negotiations. The mediator seeks to pinpoint issues and will usually offer suggestions, but does not dictate the terms of settlement.

8. Employees

"Bargaining Unit Member" shall be defined as all employees as defined in Article One, of this Agreement.

9. Days

“Days” as used in this procedure shall be school calendar days exclusive of negotiated or federally recognized holidays, Saturdays, and Sundays.

ARTICLE THREE - GRIEVANCE PROCEDURE

A. Grievance Defined

Grievance shall be defined as a dispute between the Board and an employee, or between the Board and the Association concerning the interpretation, and/or application of and/or compliance with any written provisions of this Agreement.

B. Rights of the Grievant and the Association

Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a concern or problem to discuss the matter informally with members of the administration through normal channels of communication. The provisions of this Article do not apply for any such informal discussion that has not been declared a grievance prior to such informal discussion.

C. Rights of Individual Teachers in Processing Grievances

A teacher has the right to present grievances and have them resolved, without the intervention of the Association, as long as the solution is not inconsistent with the terms of the collective bargaining agreement and the Association is present at any and all meetings pertaining to the processing of the grievance. The Association President shall be notified in writing of the resolution to any written grievance within seven (7) work days from the date of the resolution.

D. Informal Step

Within fifteen (15) school days after management's alleged violation of the contract, the grievant shall declare it as such and discuss the matter with his/her principal in an effort to resolve the problem informally.

E. Formal Steps

1. Step I

If the grievance is not resolved within seven (7) school days of such informal meeting, the grievant may present a formal claim by submitting a completed Grievance Report Form A, Step 1, in triplicate or four (4) if the grievant is an individual. (see Appendix).

a. Information on Grievance Form

Copies of this form showing the grievance and the master agreement article and section(s) allegedly violated and the relief sought shall be submitted by the grievant to the Association representative, and to the principal.

b. Principal's Meeting With Grievant

Within seven (7) school days of receipt of the Grievance Report Form A, the principal shall meet with the grievant in an effort to resolve the grievance.

c. Principal's Response

The principal shall indicate his/her disposition of the grievance within seven (7) school days after such meeting by completing Grievance Form B, Step I and returning it to the grievant, the Association, and the Superintendent.

2. Step II

If within ten (10) school days after receipt of the disposition in Step I, the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within seven (7) school days, the grievant may complete Grievance Report Form C, Step II, and submit the grievance to the Superintendent and the Board President.

a. Superintendent's Hearing

Within fifteen (15) school days of receipt, the Superintendent/designee shall meet with the grievant.

b. Written Disposition of Superintendent

Within (7) seven school days after the hearing, the Superintendent shall indicate in writing the disposition of the grievance by completing his/her portion of Grievance Form D, Step II, and forwarding it to the aggrieved, the Association, the principal, and the Board President.

3. Step III

If the Association is not satisfied with the disposition of the grievance through Step II, or if the disposition has not been received within the period above in Step II, he/she may, within seven (7) school days following the receipt of such disposition or the end of the time period in Step II, submit a written appeal of the grievance to the Federal Mediation and Conciliation Service with a copy provided to the Superintendent at the time of submission.

Upon receipt of the appeal, the Superintendent will work with the Association to schedule a mutually agreeable time to conduct the mediation session. However, the mediation sessions shall occur

within thirty (30) days of the date of the grievant's submission of appeal to mediation. Any expenses relative to the mediation process shall be the sole responsibility of the party who incurs the expenses.

If the mediation of the grievance is not successful, then the grievant has the right to proceed with the grievance to Step IV within seven (7) days of the date of the mediation session.

4. Step IV

If the Association is not satisfied with the disposition of the mediation session the Association may refer such dispute or difference to arbitration by completion of the Grievance Report Form E, Step III, and filing same with the Superintendent and Board President within seven (7) school days of the receipt of the disposition of the Superintendent or the end of the time period in Step III.

a. Submission to Arbitration

Binding Arbitration shall be employed for violations concerning interpretation, and/or application of, and/or compliance with negotiated contracts and the provisions therein. The arbitrator shall be selected from the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall strictly limit his/her decision to the application of, interpretation of, and compliance with written provisions of the section(s) of the Negotiated Agreement cited in the grievance and shall be binding on both parties.

b. Distribution of the Arbitrator's Award

The decision made by the arbitrator shall be submitted in writing and sent to the Board, the Association, the grievant, and the Superintendent.

F. Miscellaneous (Definitions)

1. Definition of Grievant

The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, or the Association acting on behalf of any member or group of members.

2. Days

"Days" as used in this procedure shall be school calendar days exclusive

of negotiated or federally recognized holidays, Saturdays, and Sundays.

3. Representation or Representative

“Representation” or “Representative” as provided for in this section may be any member of the Association or representative of the Association.

4. Representation of a Grievant

A grievant may appear on his/her own behalf and/or may be represented at any and all steps of the Grievance Procedure by the Association at the discretion of the grievant.

5. Right of Grievant to Seek Other Alternatives

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district in lieu of using the grievance procedure.

6. Proper Step Filing of Class Action Grievances

If, in the judgment of the Association, a grievance affects a group of teachers, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Step II. The Association may process such a grievance through all steps of the Grievance Procedure if there is at least one individual aggrieved person who wishes to do so. Said individual(s) shall not be subject to repercussions.

7. Prior Approval of Association for Grievance Processing

No grievance may be submitted to arbitration without the consent of the Association.

8. Written Disposition of Grievances After Informal Step

Any grievance not settled at the informal level shall be reduced to writing and shall state such relief sought.

9. Exclusion of Grievances in Personnel File

The fact that a grievant files a grievance shall not be recorded in the grievant’s personnel file or in any files used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment, or recommendation for other employment; nor shall the grievant be placed in jeopardy, or be the subject for reprisal or discrimination for having followed or utilized this Grievance Procedure.

G. Time Limits Related to Processing Grievances

Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

1. Filing of Grievances at End of School Year

In the event a grievance is filed just prior to, or at the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.

2. Time Limits of Initiating and Processing Grievance

If the grievance is not initiated within fifteen (15) school days after management's alleged violation of the contract, the grievance shall be considered waived. Failure at any step of this procedure to communicate in writing the disposition of a grievance within the time limits provided shall advance the grievance to the next step of the Grievance Procedure at the discretion of the grievant, excluding arbitration. The grievant, or the Association, must file after each step within ten (10) working days after the receipt of a decision from the previous step, or the grievance will be considered waived.

H. Parties' Cost of Arbitrator's Expenses

The Board and Association agree that the party who "loses" an arbitration shall pay all costs associated with the cost of the arbitration, with the exception of legal fees. In the event of a multiple arbitration decision where each party wins part, but loses part, of the decision, the arbitrator will be required to determine a "loser" for the purposes of this provision.

ARTICLE FOUR - ASSOCIATION RIGHTS

A. Association Rights

The rights contained in this Article have been negotiated between the Association and Board and are rights guaranteed to the Association.

B. Use of School Buildings and Equipment

The Board and the administration will cooperate with the Association in the use of school buildings and equipment for meetings providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy on use of buildings and facilities for school-associated groups.

C. Distribution of Materials

Materials from the Association may be distributed to members. Materials may be sent out in the school mail for placement in the members' mailbox. Placing the information in the building is to be done by the Association's Representative.

D. Association Dues Payroll Deductions

1. Free Dues Deductions

The following payroll deductions will be provided at no cost to the member:

a. Beginning Date of Deductions

Teachers may, by October 15, sign and deliver to the Association an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Board Treasurer to discontinue such deductions, or employment with the Board terminates. Professional dues will be deducted in sixteen (16) equal amounts beginning with the second pay in November.

b. Remittance of Dues to Association Treasurer

All money so deducted shall be remitted monthly to the Association Treasurer accompanied by a list of employees for whom deductions were made and the amount for each said employee.

1). Notification to Association of Removal of Membership

If a teacher gives a written notice to the Board Treasurer to discontinue such deductions, the Board Treasurer shall

provide the Association Treasurer, within two (2) weeks of such action, the names of said teachers making such request. The Association Treasurer will, by October 15, deliver to the Board Treasurer the proper authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Board Treasurer to discontinue such deductions, or employment with the Board terminates.

E. Association Business

The Association shall be entitled to send official delegates to its convention meetings or special events as designated by the Association President. The Superintendent will approve attendance at such events under the following conditions:

1. Number of Days

Those in attendance will not exceed **two (2)** persons per meeting or **four (4)** member/person days per year. This does not apply to arbitration hearings or negotiation meetings.

2. Selection Made by Association

The selection of the employees to attend shall be up to the Association.

3. Notification of Use to Superintendent

The Association President will notify the Superintendent of his/her intention to use such day at least five (5) working days in advance of its occurrence. Emergency occurrences shall be considered by their merits by the Superintendent.

4. Association Responsibility to Cost

The Association will be responsible for any expenses incurred by the employees beyond their regular day's salary. The cost of the substitute teacher shall be paid by the Board of Education.

5. Resolution to Emergency Requests

Reasonable effort shall be made by the Superintendent and the Association President to work out a solution whereby the emergency request can be granted.

F. Access

The Association shall have the right to have its agents and officers contact employees before and after school and during lunch as long as such contacts do not interrupt the work day of the employees. The Association shall have the right to receive messages as soon as they are received. Association officers shall be given messages during student non-instructional time.

G. Discrimination of Members

There shall be no reprisals taken by the Board or the administration against any bargaining unit member by reason of membership in the Association. There shall be no pressuring or repeated attempts to pressure any teacher to join the Association. Also, there shall be no reprisal taken by the Association against any teacher who freely chooses not to become a member of the Association.

H. Fair Share Fee

1. Delivery of Fair Share Fee Forms to Board Treasurer

The Association Treasurer will, by October 15, deliver to the Board Treasurer the proper authorization form requesting dues and assessments of the recognized Association and its affiliates.

2. Implementation of Fair Share Fee

A fair share fee shall be implemented for all bargaining unit members, excluding the grandfathered employees who were exempted from having to pay the fair share fee during negotiations of the 1994 Contract. The policy shall remain in full force and effect for the duration of this Contract.

3. Fair Share Fee Exclusive Right of Association

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive bargaining unit.

4. Option of Bargaining Unit Members

Each bargaining unit employee, upon employment and reemployment, shall annually sign and deliver to the Association an application for Association membership. Unless the annual dues are paid by cash, check, money order, or other approved method, said employee shall sign and deliver to the Association an authorization to the Board Treasurer for payroll deduction of membership dues, fees, and assessments.

5. Deduction of Fee by School Board Treasurer

The Board Treasurer, upon written notice from the Association President

that a member has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former member and the amount of the fee for the remainder of the school year shall be annual representation fee and uniformly applied assessment less the amount of Association annual dues previously paid through payroll deduction. If the member terminates his/her membership, the notice will be sent to the Association President from the Board Treasurer within three (3) work days from the date the member terminates his/her membership.

OR

6. Option of Fee by Employee

In lieu of becoming a member of the Association, the Board Treasurer shall check-off from the wages of the employee and pay to the Association an annual representation fee equivalent to the total annual dues and uniformly applied assessments of the United Teaching Profession.

7. Responsibility of Board Treasurer to Deduct Dues or Fees

The Board Treasurer, upon receipt of the certification of the amount of the fees and assessments shall, on the basis of the documents referred in Section H, Number 5, Deduction of Fee by School Board Treasurer, deduct the dues of Association members pursuant to the payroll deduction authorization and deduct the fees and assessments from the pay of every non-member employed in the bargaining unit and pay such dues, fees, and assessments to the Association.

8. Board to Supply Names of Dues Paying Members to Association

The Board shall provide a list of names of members for whom deductions were made, the period covered and the amounts deducted. The deductions shall be in equal payments beginning with the first paycheck after authorization and lasting through the remaining pays for that employment year. The failure or refusal of the Board Treasurer to deduct the representation fee, due to court order or otherwise, shall not relieve the employee of his/her liability to the Association for the amount of the representation fees and assessments.

9. Rights of Fee Payers to Appeal

Upon timely demand, non-members may appeal to the Association the payment of the fee pursuant to the internal procedure adopted by the Association.

- a. Indemnification by Association to Board

The Association agrees to indemnify the Board for any cost or

liability incurred as a result of the implementation and enforcement of this provision.

- 1). The Association shall reserve the right to designate counsel to represent and defend the employer.
- 2). The Board agrees to;
 - a). give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,
 - b). permit the Association or its affiliates to intervene as a party if it so desires, and/or to not appease the Association or its affiliates' application to file amicus curiae in the action,
 - c). 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.

b. Membership Not Mandatory

No member of the bargaining unit is required to become a member of the Association.

I. Distribution of Board Policies, Administrative Regulations, and the Negotiated Agreement

1. Board Distribution of Information to Bargaining Unit Members

The administration will maintain a current copy of Board Policy and Administrative Regulations on the internet at www.neola.com/southeasternlocal-oh. A copy of the current negotiated agreement shall be maintained on the Southeastern Local Schools website at www.sels.us.

J. Receipt of Public Information and Association Participation at Board Meetings

1. Association to Receive Board Meeting Information

The Association shall be provided one (1) set of all public documents provided members of the Board for each Board meeting after Board material has been approved. The Association may be provided the board

agenda via e-mail on the Friday prior to a Board meeting. Should the agenda not be available at that time, it will be emailed when available.

2. Notification of Association of Board Meetings

The Association President shall be notified of all meetings of the Board at the same time as the members of the Board.

3. Documents Provided to Association

Upon request, the Association shall be provided at no cost, one (1) copy of all documents prepared by the Board or received from state or federal agencies that are matters of public record. Emailed documents are preferred.

4. Association President Designee to Receive Materials From Board

The Association President or his/her designee shall be the authorized agent to receive all documents referred to in this section should email be unavailable.

K. No Reprisal Clause

All bargaining unit members shall be protected from any action taken during the negotiations of the bargaining of the successor Contract to be effective July 1, 2008. Such no reprisal clause will be in compliance with the appropriate Section of Chapter 4117 of the Ohio Revised Code.

ARTICLE FIVE - MANAGEMENT RIGHTS

The association recognizes that the Board is the legally constituted body responsible for the management, direction and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's school district except as restricted by this Agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

To determine all matters of managerial policy which include, but are not limited to areas of discretion or policy such as functions, services and programs of the district; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform the functions, services and programs of the district;

To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, layoff, train, retrain, suspend, demote, discipline, remove, dismiss, retain or reinstate employees;

To direct, supervise and manage the workforce, to determine the efficiency and effectiveness of the workforce, to determine the size, composition and adequacy of the workforce; and to select the personnel by which district operations shall be carried out; To maintain or increase the efficiency and/or effectiveness of district services; i.e., establishing routes, arranging stops and directing services related to maintenance and storage of district vehicles. To take actions to carry out the mission of the district as a governmental unit. The Board shall comply with all provisions of the constitutions of the United States and the State of Ohio.

ARTICLE SIX - WORKING CONDITIONS

A. Teacher Personnel File

1. Superintendent in Charge of Files

The Superintendent will be responsible for the system.

2. Right of Review of File

Appropriate school personnel authorized to have access to the personnel files are the Board Treasurer, administrative and supervisory persons, State Department of Education and Board officials responsible for determining proper maintenance of such records, authorized law enforcement officials, individual with a court order to release such records, the individual, or an attorney authorized by the individual, or any member of the public when making the request and following the Board adopted policies governing the Personnel File Policy. In the event a member of the public requests to review the file of a bargaining unit member, the member shall be made aware of the request and have the opportunity to be present when the file is being reviewed.

3. Process of Reviewing File

Individuals, other than appropriate school personnel, wishing to review personnel records shall:

- a. Request access to a specific file, in writing, at least forty-eight (48) hours in advance. A copy of the request shall be given or mailed to the teacher within twenty-four (24) hours of the request.
- b. Present appropriate identification.
- c. Review the records in the presence of the administrators designated to maintain such records.
- d. Make no alterations or additions to the record or remove any materials there from.
- e. Sign a log attached to the file indicating date, name, and address of the person reviewing the file.
- f. Personnel records shall be available for public review except for matters which are exempted by law as set forth in O.R.C. 149.43 (A) (1), or other records the release of which are prohibited by state or federal law.

4. Safe Storage Area

The filing cabinets shall be fire resistant and locked when the office is unattended.

5. Employees' Review of File

Employees shall have the right to review their file at reasonable times during the normal working day.

6. Notification of Material to be Removed From File

An employee will be notified of the removal of any material which is to be made available to any person under court order prior to its removal.

7. Notification of Rules to Employees

These rules will be made known to all individuals who have personnel information in the system.

8. Material Free to Employee

An employee may make copies of any item in his/her file at no expense to the bargaining unit member.

9. Process of Entry of Material Into File

Information placed in the teacher's personnel file shall include the initials of the teacher and the administrator placing the material in the file, with the date of examination by the teacher and the date the material was placed in the file.

10. Teacher's Signature Attached to File Information

The teacher's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/She will have the opportunity to reply to any critical material in a written statement to be attached to the filed copy.

11. Anonymous Letters Not to be Placed in File

Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record.

12. Right to Grieve File Material

Any materials entered into a teacher's file may be questioned or grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned by the Superintendent, it shall be removed from the professional staff member's file. If a document is removed from a personnel file, it remains a public record in that it may not be destroyed unless pursuant to ORC.

13. Parties Agree to Comply with State and Federal Law

The Board and the Association agree to comply with all applicable state and federal statutes in maintaining personnel files and records.

B. Teacher Contracts

1. Issued Written Contracts

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code, with the exception of Article Six, Section C of this agreement.

2. Such contracts shall include the following information:

- a. Name of teacher
- b. Name of school district and Board employing said teacher
- c. Type of contract - limited or continuing.
 - 1). If limited, the number of years the contract is to be in effect.
- d. Annual compensation to be paid for the first year of the contract
- e. Basis of determining compensation
- f. Number of paydays
- g. Professional contract days
- h. Teacher agreement that he/she shall abide by Board adopted policies
- i. Provision for the signature of the Board President and the Board Treasurer

- j. Provision for signature and date of signature of the teacher being contracted

C. Teaching Contracts

1. Limited Contracts

- a. All teachers new to the district may be granted a limited contract with a duration of one (1) year.
- b. Teachers who have completed two (2) limited contracts with a duration of one (1) year each and are recommended for another contract by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years. If any teacher is issued a probationary contract, the teacher shall be given written reasons for the issuance of the probationary contract.
- c. Teachers who have completed two (2) limited contracts with a duration of two (2) years each and who have been recommended for another contract by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.
- d. A teacher eligible for a multi-year contract may be granted a one (1) year probationary in lieu of a multi-year contract. At the end of the probationary contract, the teacher, if recommended for another contract by the Superintendent, shall be recommended to return to his/her original contract eligibility status.

2. Continuing Contracts

- a. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended. Teachers eligible for continuing service status shall be those teachers qualified as described in divisions **D and E** of section 3319.08 of the Revised Code, who within the last five years have taught for at least three years in the district and those teachers who, having attained continuing contract status elsewhere, have served two years in the district but the Board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.
- b. In the year the limited contract expires, members of the bargaining unit who are qualified for a continuing contract and have filed written notice of such with the Superintendent on or before the opening day of any school year shall be considered for a continuing

contract to become effective the succeeding school year following Board action to grant such contract. If a continuing contract is not granted, but a one (1) year probationary contract is granted, the Superintendent will give the teacher written reasons for such action as provided by O.R.C. 3319.11.

The above shall remain in full force and effect unless it is contradictory to law (Ohio Revised Code) or unless the law should change it. Should that be the case the law will be the prevailing language.

D. Contract Acceptance

A member of the bargaining unit offered a contract of employment or renewal of a contract of employment shall return such written contract to the Board Treasurer at such time as shall be indicated on said contract but not later than May 5.

E. Teacher Certification

All valid Ohio teaching certificates or licenses shall be filed with the Board Treasurer upon initial employment. All additional certificates or licenses received during subsequent employment including validation on certificates or licenses to teach additional subject areas shall be submitted to the Board Treasurer within ten (10) days of their receipt.

All teachers employed by the Southeastern Local School District Board of Education must maintain proper certification/licensure, per the Ohio Department of Education, to teach in their subject areas of assignment at all times during their employment with the Board. It is each teacher's responsibility to ensure that their proper certification/ licensure is on file with the district office.

Teachers shall not be compensated until proper certification is confirmed.

F. Non-Renewal of Limited Contracts

1. Four (4) Year Exclusion

The Board shall have the absolute and unrestricted authority to non-renew the limited contract of a teacher in accordance with law for the first four (4) years of limited teaching contracts within the district. Thereafter, the Board may only non-renew a limited contract if there exists a clear and substantive basis for such action. Any limited contract teacher who is non-renewed may file a grievance and proceed to arbitration under the terms of this Agreement but may not appeal to the Court of Common Pleas, as provided in accordance with O.R.C. 3319.11.

2. Request of Meeting With Superintendent

At least ten (10) days prior to the Superintendent's recommendation to the Board to non-renew the limited contract of the bargaining unit member, the Superintendent shall provide the member with the written reasons for the recommendation.

3. Meeting With Superintendent

The bargaining unit member shall have the right to a conference with the Superintendent to discuss his/her recommendation. The bargaining unit member shall have the right to representation at this, and all meetings pertaining to the recommendation.

4. Right of Employee to Meet With Board

If the Superintendent is to make a negative recommendation to the Board after the meeting with the bargaining unit member, then the member shall have the right to a meeting with the Board.

5. Non-Renewal of Limited Contracts - Replaces ORC 3319.11

The Association and Board expressly agree that this section is intended to replace the non-renewal of O.R.C. 3319.11.

G. Assignment of Staff Members to Teaching Positions

1. Voluntary Transfers

A voluntary transfer shall be defined as a request from a bargaining unit member to be reassigned into any vacancy in the district for which the member is certified and which has been posted in accordance with Section H of this Article.

- a. Any bargaining unit member shall have the right to initiate transfer by submitting a written request to the principal/Superintendent anytime during the school year.
- b. if a bargaining unit member is voluntarily transferred to a different position, the member shall not lose any rights or benefits due to the transfer.
- c. if the bargaining unit member is denied the transfer, he/she shall be given written reasons for the denial.

2. Involuntary Transfers

An involuntary transfer is defined as the reassignment of a bargaining unit member into a different grade level, subject matter, or building at the request of the administration.

- a. An involuntary transfer for the following year will be made only to place staff members in positions to the best interest of the school district. The administration will notify the affected teacher of the transfer and the written reason for such transfer within one (1) week of the decision.
- b. Involuntary transfers will be made in an open and fair process. No bargaining unit member will be transferred because of involvement in Association activity, or for reasons of race, religion or political affiliation.
- c. If an involuntary transfer must be made after the start of the school year, the affected teacher will be provided with two (2) weeks advance notice and a substitute will be secured for a period of time to be decided by the administration in consultation with the teacher, but shall be no less than three (3) work days.
- d. The Administration shall attempt to make all involuntary transfers prior to August 1 of the involved year.

H. Position Vacancies

1. Posting

During the school year, a notice of any vacancies, if the Board decides to fill a particular position, and any newly created positions in certificated/licensed staff will be posted on the main bulletin board in the office and teachers' workroom in each building when the position is officially open. All positions will be posted for a period of five (5) school days before the position is filled. All postings shall include the following:

- a. Position(s) available
- b. Requirements for the position
- c. Deadline for the application
- d. Effective starting date
- e. Date of posting

f. Salary

2. Summer Postings

During the summer months, teachers who have notified the Superintendent of a desire to be transferred (prior to the last day for teachers) will be notified by mail or E-mail of vacancies within their area of certification. The teacher will determine the means of notification. In addition, during the summer months notification of all vacancies shall be mailed to the Association President within one (1) week after the vacancy becomes officially open. All collateral vacancies after August 1 may be filled after a two (2) business day posting, via a website. Any website may be used so long as each teacher is notified in writing, prior to the end of each school year as to what website to watch for postings on/after August 1 and prior to the first day of school for that school year. Teachers applying for the original vacancy will be considered.

3. Personnel With the Most Seniority Shall be Given First Consideration for Openings

Employees with the most seniority shall be given first consideration for openings. If not given the position, the teacher shall be given written reasons for the decision.

I. Seniority

1. Seniority Defined

- a. Seniority shall be defined as continuous years of service to the district.
- b. Seniority shall start from the date of the meeting in which the Board voted to employ and accept the bargaining unit member's contract. In cases where two (2) or more teachers are employed on the same day, seniority shall be determined by:
 - 1). the date on which the teacher submitted a completed job application, and then by;
 - 2). total teaching experience as defined by STRS.
- c. Approved leaves shall not interrupt seniority; however, seniority is suspended while a bargaining unit member is on an approved leave of absence and it does not continue to accrue during any such period.
- d. Seniority Privileges of Continuing Contract Teachers

All teachers on continuing contract shall have seniority over teachers on limited contracts.

e. **Multi-year Contract Does Not Affect Seniority**

A teacher on a multi-year limited contract shall have no seniority over a teacher whose limited contract is of a lesser term.

- f. All teachers who are “Highly Qualified” by NCLB and ODE definition within an area of licensure shall be senior to those teachers who do not meet the definition within an area of licensure.

2. Board to Provide Seniority List

The Association shall be provided a seniority list by no later than November 1 of each school year, if requested.

J. Length of Teacher Day

The bargaining unit member is to report fifteen (15) minutes prior to the time the bell rings to start the first class for students and shall remain on duty for ten (10) minutes after the bell rings to end school. This period of time shall not be used in calculating the teacher planning time. Teachers who have received previous approval from the building administration may leave their assignment early. Early dismissal shall not be granted to a teacher when the extra assignment is no longer dictated or needed.

K. Student Day

The instructional day will not exceed the following times:

1. Miami View - seven (7) hours
2. Southeastern High School - seven (7) hours

L. Teacher Lunch Period

1. Duty-Free Lunch

The Board shall provide each teacher with a thirty (30) minute duty-free lunch period as required by law.

M. Teacher Planning Time

Each full-time teacher in grades K-12 shall have at least forty (40) consecutive minutes of planning time within a standard school day when students are present. The equivalent in time will be provided for any teacher less than full-

time.

1. Use of Teacher as Substitute

It is the intention of this language that no teacher will be asked to serve as a substitute except in an emergency as determined by the principal.

N. Lesson Plans

Every teacher shall prepare lesson plans that give direction for instruction and implementation of the course of study. Such plans will be available upon request of the appropriate administrator on an as needed basis.

O. Teacher - Pupil Ratio

It shall be the intent of the Board to maintain a teacher-pupil ratio at the best possible level to provide a good teaching-learning atmosphere. Teacher input will be used in the distribution and assignment of students to classes by the building principal.

P. Teacher Evaluation

Mission Statement

The purpose of evaluation is to enhance the professional development and growth of classroom teachers. To facilitate this professional development and growth, feedback will be provided to each teacher regarding his/her performance with consideration of identified measures of effective teaching. The focus of the evaluative process shall be the identification and daily use of effective, learner centered teaching practices.

1. The term "evaluation" is used to describe the process of evaluating each teacher's performance.
 - a. Its purposes are as follows:
 1. to improve pupil instruction;
 2. to aid in objective self-analysis and reflection;
 3. to review district and building goals and to establish individual goals, when necessary, to improve performance which will support district and building goals;
 4. to indicate professional growth (i.e., graduate work, attendance at workshops/conferences, review of professional literature, etc.);
 5. to assist in defining professional development needs;
 6. to provide information for establishing contract status and licensure;

7. to provide teachers with an evaluation of their work by their evaluating administrators;
8. to assist the teacher in implementing the prescribed curriculum; and
9. to foster appropriate professional relationships and communication between teachers and evaluating administrators.

Notwithstanding the foregoing purposes, however, it is recognized that Administrative and Board decisions regarding contract status and advancement may be based on considerations other than those reflected in teacher evaluations.

- b. For the purpose of this Article, the “evaluating administrator” shall be that person who is an OTES credentialed evaluator and who is responsible for signing the final evaluation. Only principals or other immediate supervisors shall sign the formal evaluation of teachers or perform the other functions of the “evaluating administrator” in the evaluation process.
- c. The evaluating administrator may call upon other administrators and/or other personnel with supervisory responsibility to assist in the evaluation process.

Definitions:

1. Evaluation Procedure: the procedural requirements set forth in this Agreement to provide specificity to the statutory obligations established under Sections 3319.11.1 and 3319.11.4 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section 3319.11.4 of the Ohio Revised Code.
2. Evaluation Framework: the document created and approved by the Ohio Department of Education (ODE) for the evaluation of teachers developed under Section 3391.11.4 of the Ohio Revised Code.
3. Evaluation Factors: the multiple measures that are required by law under Section 3319.11.4 of the Ohio Revised Code to be used in the teacher evaluation procedure. The three factors, which are weighted are: student academic growth measures at forty-two and one-half percent (42.5%); teacher performance at forty-two and one-half percent (42.5%); and teacher self-evaluations at fifteen percent (15%).
4. Student Growth Measure (SGM): tool or assessment that is used to measure or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

5. **Teacher Performance:** the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to a "4" indicating highest performance.
6. **Evaluation Rating:** the final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this Agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled Developing or Ineffective.
7. **Evaluation Cycle:** the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the current school year are combined with the performance ratings resulting from performance assessments and teacher self-evaluations that are conducted for the current school year to assign an evaluation rating.
8. **Student Learning Objective (SLO):** a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the courses.
9. **Walk-Throughs:** unannounced, casual observations by an administrator that last from five (5) to twenty (20) minutes.

General Provisions & Process:

1. All teachers are to be evaluated at least once year, except those teachers who have been granted continuing contract status and who receive a rating of "Accomplished" on their most recent evaluation and whose student academic growth is "average" or higher shall be evaluated once every three (3) school years. And except for such teachers who have been granted continuing contract status and who receive a rating of "Skilled" on their most recent evaluation and whose student academic growth is "average" or higher shall be evaluated once every two (2) school years. Any such teacher (rated "Accomplished" or "Skilled") will still receive one (1) observation per school year and one (1) conference with an observing administrator per school year.
2. All formal evaluations shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation by the tenth day of May.

3. All formal evaluations shall be followed within five (5) school days by a conference between the evaluator and the teacher to discuss the evaluation. Teachers shall be given a copy of the formal evaluation document the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been reviewed by the teacher.
4. Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs by the evaluator.
5. Formal observations will be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work to be observed. If a scheduled formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. Formal observations will be followed by a conference between the evaluator and the teacher that will occur no less than ten (10) school days after the formal observation in order to discuss performance, practices, and expectations; and to review and align such with the teacher's professional growth or improvement plan.
6. Teachers in Final Year of Limited or Limited Probationary Contract: at least three (3) formal observations of each employee who is in the final year of a limited or limited probationary contract shall be conducted if the employee is under consideration for contract renewal/non-renewal.
7. Teacher Rated as "Ineffective" on Two (2) Observations or Teacher Rated as "Developing" on One (1) Observation: a third observation will be conducted during the second semester of each employee who is rated as "ineffective" on two (2) observations or "developing" on one (1) observation. The purpose of the third observation is to determine if improvements in the employee's performance have been made.

Evaluation Rating:

For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees:

1. Accomplished;
2. Skilled;
3. Developing;
4. Ineffective.

Such ratings will be determined based upon forty-two and one-half percent (42.5%) teacher performance, forty-two and one-half percent (42.5%) student growth measures, and fifteen percent (15%) teacher self-evaluation. Student growth will be determined through multiple measures in accordance with the Ohio Teach Evaluation System (“OTES”), including a combination of value added data and/or locally determined measures including student learning objectives.

For Category A1 teachers, the forty-two and one-half percent (42.5%) student growth measure factor will be based on value added data.

For Category A2 teachers, the forty-two and one-half percent (42.5%) student growth measure factor will be based ten percent (10%) on value added data and the remaining thirty-two and one-half percent (32.5%) on SLOs.

For Category B teachers, the forty-two and one-half percent (42.5%) student growth measure factor will be based ten percent (10%) on vendor assessment data and the remaining thirty-two and one-half percent (32.5%) on SLOs.

For Category C teachers, the forty-two and one-half percent (42.5%) student growth measure factor will be based on SLOs.

1. Effect of Student Growth Measures:
 - a. Teachers meeting above expected levels of student growth must develop a professional growth plan;
 - b. Teachers meeting expected levels of student growth must develop a professional growth plan collaboratively with their evaluator;
 - c. Teachers meeting below-expected levels of student growth must develop an improvement plan with their evaluator assigned by the Superintendent.
 - i. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. Improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
 - ii. A professional improvement plan shall include:
 - A. specific performance expectations, resources and assistance to be provided;
 - B. timelines for its completion; and

- C. collaboration with the evaluator/ administrator.
2. Effect of “Ineffective Rating” for Two (2) of the Three (3) Most Recent School Years:

Beginning with the 2015-16 school year, each employee who teaches in a core subject area and who has received a rating of ineffective on the evaluations conducted pursuant to this Section for two (2) of the three (3) most recent school years, will fall under the requirements of Ohio Revised Code Section 3319.58, as applicable.

Guidance Counselors

Will be evaluated using the Ohio School Counselor Evaluation System.

Other Applicable Provisions:

- a. The teacher and evaluating administrator may mutually agree to call upon specialists and/or supervisors and/or peers for assistance in improving the teacher’s performance.
- b. Notwithstanding any other provision of the Agreement, the content of any evaluation shall not be the subject of any grievance.
- c. Building surveillance video shall not be used as a substitute for classroom observation or in connection with the formal evaluation of teachers.
- d. Copies of evaluations and observations shall be submitted to Superintendent for inclusion in the teacher’s personnel file.
- e. For teachers who tender notice of retirement and for whom the Board formally acts to accept same prior to December 1 of the school year in which the teacher intends to retire, the administration may choose not to evaluate said teachers under terms and conditions as stated in this Article.
- f. The parties agree to a two (2) year exception to the application of aspects of the student growth measures component of the teacher evaluation process, as follows:

For the 2 year period, July 1, 2014 – June 30, 2016, exclude student growth measure data from any decision with respect to an employee’s contract status with the District; and
For the 2 year period, July 1, 2014 – June 30, 2016, exclude student growth measure data from any decision with respect to employee discipline.

All other components of the student growth measure, application thereof, and all other components of the teacher evaluations process remain in full force and effect.

Q. Progressive Discipline

1. Progressive Discipline Process

The administration may take Progressive Disciplinary action against any teacher for violations of, or failure to comply with, any provisions of this contract, rules and regulations adopted by the Board, or administrative rules, guidelines, or practices. It shall be the administrator's decision at which step to begin, dependent upon the nature and magnitude of the conduct bringing about the discipline. The parties may request representation at any Step. If the discipline originates at Section Q, 1, d, a hearing shall take place within five (5) school/business days from the notification of the suspension. No discipline shall be given without good and just cause which is appropriate for each level of discipline. Progressive Discipline includes the following steps;

a. Verbal Warning

A verbal warning of the improper act will be given to the teacher and a conference with the principal will be held. A warning shall be given in private. It is expected that most cases will be disposed of at this step. Such verbal warning shall not be recorded in the employee's personnel file.

b. Written Warning

A written warning signed and dated by the principal shall be given to the teacher with a copy forwarded to the Superintendent. The written warning shall be signed and dated by the teacher; such signature indicating the teacher has seen the warning, not necessarily agreeing with the content. A copy of an initialed written warning may be placed in the teacher's personnel file. The teacher or administrator may request a conference to discuss the written warning.

c. Discipline on Letterhead

A letterhead letter of discipline signed and dated by the administrator must be placed in the teacher's personnel file. Within five (5) working days of issuance of a letterhead letter of discipline, a conference shall be held with the teacher, principal, Superintendent and Association representative.

d. **Nature of Discipline May By-pass Steps**

Depending upon the nature and magnitude of the conduct bringing about the discipline, the Superintendent may suspend without pay for up to five (5) contract days.

2. Right of Employee to File Grievance

If a member feels he/she has been unjustly disciplined, he/she may file a grievance, and, should the member be supported in his/her position, all records of such discipline shall be removed from all personnel and anecdotal records and the teacher will be made financially whole.

3. Grievance to be Filed at Step Three

To expedite the grievance, the grievance will be initiated at the third step of the grievance procedure.

a. **Serious Infractions Can Lead to Termination**

If the infraction set forth in paragraph Article 6, Q. 1, Progressive Discipline Process, is of a very serious nature, the teacher may be suspended/terminated, subject to applicable provisions of this Article.

4. Board's Right to Terminate if Infraction of a Serious Nature

Nothing herein shall preclude the Board from instituting contract termination proceedings pursuant to 3319.16 and 3319.161 of the Ohio Revised Code at any time for any misconduct of a teacher when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

5. Mutual Acceptance to Extend Time Lines

Under extenuating circumstances the parties may mutually agree to extend the time line.

R. General Staff Meetings

General staff meetings called by the administrative personnel shall be limited to not more than one (1), one hour and fifteen minute session per month. Additional staff meetings may be called by mutual consent of the building principal and the building representative. Emergency meetings may be called by the administration as necessary for unforeseen events. Every attempt shall be made to give an agenda to all teachers at least one (1) day prior to the meeting to insure effective input.

S. Tobacco Free Workplace

The Board of Education is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students.

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and other lighted smoking devices for burning tobacco or any other plant.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board does not condone the use of tobacco, the Board prohibits the use of tobacco by professional staff members at all times within any enclosed facility owned or leased or contracted for by the Board, and in areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to school grounds and any school-related event, except in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

T. Alcohol/Drug-Free Workplace

1. Board to Provide Drug Free Workplace

The Board will provide an alcohol/drug-free workplace as per the Drug-Free Workplace Act of 1988 and the Drug-Free School and Communities Act Amendments of 1989.

2. Drugs Prohibited by Employees

No employee of the Southeastern Local School District engaged in work, or while in the workplace, shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, including alcohol, as defined by federal and state law.

3. Workplace Defined

"Workplace" is defined to mean the site for the performance of work done in connection with Southeastern Schools. The workplace includes any school buildings, school property, school owned vehicles or school

approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school related activity, event, or function such as field trips or athletic events where students are under the jurisdiction of the school district.

4. Board's Obligation to Assist Employee or Employee's Family

The Board feels an obligation to help an employee or an employee's immediate family who has a drug and/or alcohol problem. The employee assistance program, however, will be limited to the extent of the school's insurance carrier.

5. Responsibility of Employee to Notify Administration

An employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace, as defined above, not later than five (5) days after such conviction.

6. Confidentiality Assured

The Board understands that confidentiality in dealing with an employee's drug and/or alcohol problem is significant to the overall effectiveness of that employee. Therefore, all attempts to guarantee confidentiality will be pursued.

7. Employee Violation Requires Participation in Rehabilitation

An employee who violates the terms of this policy shall participate in a drug abuse assistance, counseling, or rehabilitation program approved by the Board. If the employee fails to participate in such a program, the employee may be disciplined up to and including termination. The Superintendent has the authority to suspend with or without pay. The Board has the authority to terminate an employee following termination proceedings as outlined in Section 3319.16 of the O.R.C.

8. Drug Testing

All employees are subject to drug testing either upon reasonable suspicion of substance abuse or after an accident as authorized by O.A.C. 4123-17-58.

U. Employee Assistance Program (EAP)

1. Responsibility of Board to Establish an EAP

The Board recognizes that the abuse of mood-altering chemicals

(drugs/alcohol) by employees may affect job performance and may indicate a primary medical problem: Chemical dependency, treatable illness. The Board therefore establishes an Employee Assistance Program (EAP) to assist employees in receiving appropriate help.

2. EAP to be Voluntary

The EAP shall be voluntary for and available to all employees and shall promote awareness, prevention, intervention, and referral to evaluation/treatment services. Although evaluation and treatment are basically the responsibility of the individual, many treatment services may be fully or partially covered by group medical insurance of the Agreement between the Association and Board. Participation by an employee in the EAP will not jeopardize job security or promotion. However, if the employee fails to respond to treatment and job performance continues to be significantly affected, disciplinary action will be implemented.

3. Superintendent Responsible to Maintain Program

The Superintendent is authorized to take actions necessary to establish, maintain, and evaluate the EAP.

4. Employee Process to Participate in Program

Employees may obtain professional assistance through the EAP in one of the following ways:

- a. Self-Referral (including family referral)
- b. Supervisor or Administrative Referral

5. Procedures for Each Referral Program

The following procedures are designed to facilitate each of these types of referral to the program:

- a. Self-Referral
 - 1) An employee or member of an employee's family who desires confidential assistance for a personal problem should call the EAP representative.
 - 2). The EAP representative will either provide the necessary assistance on the telephone or will arrange to see the individual for further confidential consultation.
 - 3). All communication between the employee and the EAP representative will be held in the strictest confidence unless

the employee requests in writing that the other parties be notified. The employer will in no way require the reporting of names of self-referred employees or family members.

b. Supervisory or Administrative Referral

1). Supervisor/Administrator Basis for Referral

The basis of a referral to the EAP by a supervisor or administrator must be:

- a). decline in the employee's work performance; or
- b). a series of particular on-the-job incidents which indicates the possible presence of a chemical
 - i). a flagrant incident which indicates the possible presence of a chemical.
- c). Information of Employee to be Sent to EAP - The administrator or supervisor may call the EAP representative to discuss the basis of the referral. The supervisor should make available to the EAP representative all information relevant to the employee's performance problem.
- d). The administrator or supervisor should have a meeting with the employee to discuss the performance problem and the possible disciplinary action that could be assessed if the situation continues.
- e). After the employee has been confronted, the supervisor should advise him or her of the availability of confidential professional assistance for any work-hampering personal problem, and strongly encourage the employee to obtain an appointment with the EAP representative. Though the final decision to use the program must be left up to the employee, the supervisor should emphasize the importance of the EAP.

V. School Calendar

1. Calendar For Instructional Staff

The calendar for instructional staff will consist of one thousand three hundred sixty-four hours (1,364) professional contract hours which

include:

- a. A maximum of one thousand three hundred nineteen hours (1,319) of instruction.
- b. Four (4) teacher workdays:
 - 1). Two (2) days prior to the students' first day of the school year the teacher will be allotted seven (7) hours of uninterrupted time spread over the two day period.
 - 2). One (1) uninterrupted teacher workday at the semester change, and
 - 3). One (1) uninterrupted teacher workday after the students' last day.
- c. Two (2) parent/teacher conference days.
- d. Professional days may be scheduled per school year.

2. Reduced Student Day

- a. For grades K - 12, up to two reduced student days per month for professional development purposes identified by administration, with teacher input, shall be scheduled on the annual school calendar. Neither monthly meeting shall exceed one hour in length without identifying how the additional hour(s) will be flexed. Total hours shall not exceed the "reduced student day" time identified in "b" of this article.
- b. For implementation purposes, the Superintendent and the Association will identify these dates prior to September 1 of each school year.

3. Annual School Calendar/Meeting of Association With Superintendent

The Superintendent agrees to involve Association representatives in preparing a recommendation for the annual school calendar, including make-up days, before presentation to the Board for final adoption. The Association shall be notified at least twenty (20) days prior to the recommendation of the calendar to the Board.

W. Parental Complaint Procedure

1. Process to be Followed

The Association and Board recognize that situations may arise in the

operation of the school system which are of concern to parents or the public. Such concerns are best dealt with through communication with the appropriate staff members and administrators.

a. Parent to Make Every Effort to Meet With Teacher

Every effort should be taken to establish contact between the teacher, pupil, parent, and principal to deal with concerns on an informal basis.

b. Board Should Refer Concerns to Appropriate Administrator

The Board should refer concerns, questions, and complaints to the appropriate administrative level for resolution.

2. Guidelines of Complaint Process

The following guidelines will be followed by persons with concerns, questions, or complaints.

a. INFORMAL:

1). Conference

Every effort should be taken to establish contact (conference) between the member, pupil, parent, and principal before using the more formal approach listed below.

2). Written Complaint

The complaint should be presented to the certificated/licensed staff member in writing within three (3) days from the date of the alleged infraction. If not, the complaint may be ruled null and void. The administrator has complete discretion in handling this matter.

b. FORMAL:

1). Responsibility of Administration to Follow Process

The administration shall make every effort to adhere to the following procedure in resolving parental complaints:

2). Principal Level

If the conference above does not lead to an understanding and/or resolution of the problem, the complainant may

pursue further action by requesting a meeting involving the member, the principal, and the complainant arranged at a mutually convenient time to discuss the complaint.

3). Superintendent Level

If the complaint remains unresolved, it may be appealed by the complaining party to the Superintendent.

4). Board Level

If the complaint remains unresolved, it may be appealed by the complaining party to the Board.

3. Representation

In each of the steps mentioned above, a member may request and be accompanied by an Association Representative.

X. Teacher/Principal Liaison

1. Selection Process For Teacher Representatives

By October 1 of each school year, the teaching staff of each building will elect a Liaison Committee which will meet with the principal once every quarter if needed during the regular school year to review and discuss building issues and concerns. Said Liaison Committee will consist of at least three (3) members in the elementary and three (3) members in the high school. Meetings will be limited to one (1) hour and will be held outside the workday.

2. Stipend for Teacher/Principal Liaison

Association members serving on liaison committee will be paid a stipend equal to \$50 per meeting.

Y. Association/Superintendent Liaison

1. Selection of Committee

By November 1 of each year, an Association/Superintendent Liaison Committee shall be established to facilitate communication between the Association and the Superintendent. The purpose of this Committee is to discuss district-wide issues and concerns arising within the district. Its purpose is to provide a forum for communications regarding concerns pertaining to the smooth functioning of the educational system.

2. Committee Representation and Meeting Requirements

The Committee will consist of the Association President, one (1) Association representative per building, an administrative appointee of the Superintendent, and the Superintendent. The Committee shall meet once every quarter if needed and shall meet outside the workday.

3. Stipend for Teacher/Superintendent Liaison

Association members serving on the liaison committee will be paid a stipend equal to \$50 per meeting.

Z. Local Professional Development Committee

Pursuant to R.C. 3319.22 and O.A.C. 3301-24 (Teacher Licensure Law and Regulations), a Local Professional Development Committee (LPDC) shall be formed to establish and review professional standard plans composed of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit.

1. Teacher and Superintendent Representation on LPDC

The LPDC shall have three (3) teacher members appointed by the Association President and two (2) administrators appointed by the Superintendent.

2. Pay for Teacher Members

LPDC chair will be paid \$60 per meeting he/she attends, all other LPDC members will be paid \$50 per meeting he/she attends. Each payment is to be made at the end of a semester or the subsequent pay period.

3. Appeals Process Established by LPDC

The LPDC shall be responsible for establishing an appeals process.

4. Meetings to be Held Outside Workday

The LPDC is expected to establish meeting times outside of the workday for performance of committee duties.

AA. Resident Educator

1. Overview

The Resident Educator Program is a support program designed to provide for the needs of an individual in the first year of employment with a teaching contract. A mentor's purpose is to provide professional support,

encouragement, and to enhance the skills of the Resident Educator.

2. Mentor Does Not Evaluate

The mentor teacher shall not have any responsibilities of evaluation of the Resident Educator. Mentors shall communicate directly with the Resident Educator. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator nor make any recommendations regarding the continued employment of a Resident Educator.

3. Identification and Assignment of Mentors

- a. Currently employed fulltime by the Board of Education with three (3) consecutive years of successful teaching.
- b. Possess knowledge, skills, attitudes, and values deemed essential for becoming an effective mentor.
- c. Exhibit professionalism and a positive attitude towards the school system and its philosophy, goals, and objectives.
- d. Mentor and Resident Educator should have the same or closely related teaching certificate/license.
- e. Building principal will select mentors with consideration given to the above criteria along with completion of Pathwise Training, grade level assignments, and seniority.

4. Positions Shall Be Posted

All positions of a mentor teacher shall be posted. Application Forms may be obtained from building principals.

5. Timeline Guidelines

- a. Final documentation of Entry-Year Teacher and Mentor activities are to be submitted when practical.

6. Mentor Stipend

The mentor teacher shall be compensated at the rate of \$500 for one (1) Resident Educator Teacher or \$1,000 for two (2) or more Resident Educator Teachers per year.

7. Program to Exist Year to Year Basis

This program and filling of the positions exist on a year to year basis at the discretion of the Board.

8. Teacher Participation Not Mandatory

No bargaining unit member shall be directed to participate in the program for the duration of the Contract.

AB. Technology Training

1. Participation is not Mandatory

No bargaining unit member shall be required to participate in the technology training outside the work day.

2. Classroom Maintenance

All teachers also agree to utilize technology when appropriate in instructional areas.

4. Pay for Summer Training

In the event training occurs during summer months, bargaining unit members will be compensated for the required training at a rate of eighteen (\$18) dollars per hour.

AC. Teachers to Communicate With Parents

All teachers will communicate with parents of every student in writing, by phone, or in person at least once each nine (9) week grading period.

AD. Saturday/Evening Detention

All teachers who agree to perform duties for Saturday/Evening Detention will be paid at the rate of \$18.00 per hour.

ARTICLE SEVEN - REDUCTION IN FORCE

A. Reduction in number of teachers

1. When the board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction based upon return to duty of regular teachers after leaves of absence including leaves provided pursuant to division (B) of section 3314.10 of the Revised Code, suspension of schools, territorial changes affecting the district or center, financial reasons or decreased enrollment of pupils in the district;
2. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, prepare a reduction in force list, taking into account first teacher licensure and contract status; then teacher performance as the primary consideration, then seniority as secondary consideration. The parties agree to meet to discuss the terms of a Memorandum of Understanding to further define tie-breakers in performance based within the OTES model.
 - a. Mechanics:
 - i. Rehired-retired teachers will be the first suspended.
 - ii. Non-tenured teachers holding temporary certification will be the next one(s) suspended.
 - iii. Fully certificated limited contract teachers shall be the next one (s) suspended, with placement on the RIF list determined based upon individual teacher performance as evidenced by the most recent results of the teacher evaluation process in accordance with this Agreement. In the event two (2) or more teachers still have equal measurement, then the determination will be made based upon seniority.
 - iv. Continuing contract teachers shall be the last person(s) suspended, with placement on the RIF list determined based upon individual teacher performance as evidenced by the most recent results of the teacher evaluation process in accordance with this Agreement. In the event two (2) or more teachers still have equal measurement, then the determination will be made based upon seniority.
3. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee

otherwise would receive under the contract.

B. Notice to Association

1. The Administration will notify the Association in writing of its need to make a reasonable reduction of staff at least thirty (30) calendar days prior to such reduction.
2. Furthermore, the Board agrees to notify the Association leadership in writing, at least fourteen (14) calendar days prior to any Board action regarding an intent to enact a Reduction in Force.
3. All teachers placed on the RIF list will be so advised in writing from the Superintendent, with a copy (ies) to the Association President, seven (7) calendar days prior to the Board meeting.

C. Procedures for Reduction in Staff

Procedures for reduction in staff shall be as follows:

1. Seniority shall be as Defined in Article Six - Working Conditions

2. List to be established

A seniority list shall be established for each teaching field and shall be included with any notice of RIF to the Association.

a). **Definition of Teaching Field**

A teaching field shall be defined as those grade levels/academic systems which can be taught within a type of certificate/license held by the teacher as issued by the State Department of Education.

3. Teacher to Notify Board if Employed Elsewhere

Teachers placed on the RIF list shall notify the Board if suitable employment is found elsewhere.

4. RIF'd Teachers' Rights

All teachers who are notified that they are placed on the RIF list will have the following rights:

- a. To review his/her seniority and certification records with representation of his/her choice.
- b. To be placed on the district's substitute list at the teacher's

discretion.

- c. To be notified and offered all vacancies which may occur or new positions which may be created for which the teacher is certified/licensed and qualified. Failure to accept or reject such appointment within five (5) calendar days shall constitute a rejection of such appointment.
- d. To be continued on the RIF list for a period of two (2) years.
- e. To continue to participate, at teacher's expense, in group insurance programs without interruption in benefits, to the extent authorized by the insurance carrier.

5. Teacher Rejection Automatic Removal From List

Any teacher who twice rejects an appointment to fill a position shall be removed from the RIF list.

- a. Removal from the RIF list

Any teacher on the RIF list who voluntarily resigns or accepts another full-time teaching position shall be removed from the RIF list.

6. Qualified Teachers Offered Position Before New Hires

No teacher new to the system shall be hired while a qualified teacher remains on the RIF list.

7. Teachers on List Must Keep Personal Information Current

All teachers on the RIF list are obligated to keep the Board informed of current address and telephone numbers.

8. RIF Suspends all Contracts of Teacher

The suspension of a teacher's regular teaching contract shall thereupon suspend any supplemental contract held by such teacher.

9. Board Must Use Non-Renewal Process

Nothing herein shall restrict the authority of the Board to non-renew the limited contract of a teacher in accordance with law and the provisions of this Contract.

ARTICLE EIGHT - LEAVES OF ABSENCE

A. Sick Leave

1. Minimum Use

Not less than one-half (1/2) day will be taken at any one time for sick leave.

2. Maximum Annual Accumulation

a. For the duration of this Contract, each bargaining unit member shall be permitted to accumulate up to:

Two hundred and sixty 260 days of sick leave

b. Accumulation Each School Year

Sick leave shall accumulate at one and one-fourth (1-1/4) days per month with a total of fifteen (15) days per year.

3. Reasons For Use of Sick Leave

Employees may use sick leave for absence due to illness, injury, exposure to contagious disease, medical appointments, pregnancy, and for illness or death in the employee's immediate family.

a. "Immediate Family Defined"

Immediate family is defined as spouse, children, step-children, brothers, sisters, fathers, mothers, step-parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, and any other person living in the same household as the professional staff member.

4. Use of Sick Leave Approved by Superintendent

Employees may use sick leave upon the approval of the Superintendent or other administrative personnel designated by the Superintendent. Personal leave may be granted by the Superintendent in the event of critical illness or death of other close relatives.

5. Advancement of Sick Leave

If a school employee is absent for reasons covered by sick leave, before he/she has had sufficient time to accumulate a sick leave balance, in an effort to avoid salary deductions, a deficit of not more than five (5) days will be debited against anticipated accumulative sick leave. If employee

leaves employment with District with a negative sick leave balance, they are responsible to reimburse the District in full for deficit days.

6. Use of Leave During Calamity Days

In the event schools are closed because of an emergency, the employee will not be charged a sick leave day.

7. Consecutive Absences

After five (5) consecutive school days of absence, a physician's statement of necessity shall be required. More than five (5) consecutive school days of absence without a physician's statement of necessity shall be cause for disciplinary action.

B. Personal Leave

1. Purpose of Leave

Personal Leave shall be granted for the purpose of conducting necessary personal business which cannot be conducted after the normal school hours or on weekends.

2. Number of Days of Use

Upon request, each employee may be granted up to three (3) days of such leave per year or prorated according to number of work days in total contract. Not less than one-half (1/2) day will be taken at any one time. All days shall be unrestricted unless used during the first two weeks of the school year or the last four weeks of the school year.

3. Unused Leave Rollover

Any employee who uses no personal leave in a given contract year will have one personal day rolled into the employee's accumulated sick leave account.

4. Use of Leave

Personal Leave shall not be blatantly used. Employees are strongly cautioned to use Personal Leave with considered discretion, particularly with regard to public perception. Abuse of this provision hurts all employees and could result in the loss of the privilege as determined by administration and SELEA.

5. Limitations on Leave

- a. No more than three (3) teachers assigned to a building, or ten percent (10%) of the teachers assigned to a building, whichever is greater, shall be on personal leave from any building per day. Personal leave shall not be used for other employment.
- b. Personal Leave shall not be used on the following days unless approved by the Superintendent:
 - 1). The first and last work and student days of school
 - 2). The school day preceding or following a day(s) when school is closed for the holidays.
 - 3). Professional conference, in-service, or parent conference days.
- c. During the first two weeks and the last four weeks of the school year, any use of personal leave is restricted to the following reasons:
 - 1). Family Responsibility such as:
 - Wedding
 - Graduation
 - Transportation of a family member
 - Child-care non-illness
 - Moving
 - Religious holiday
 - 2). Legal Matters such as:
 - Court cases
 - Witness at a trial or court hearing
 - Meeting with a lawyer
 - Purchase or settlement of an estate
 - 3). Unforeseen Emergencies such as:
 - Funerals not covered by sick leave

6. Advance Notice of Use of Leave

The employee, when possible, shall submit the request forty-eight (48) hours before such leave.

7. Notification of Leave

Application for use of the three (3) days of personal leave shall be made in

advance using the kiosk; however no reason(s) will have to be given for the use of the unrestricted personal leave days.

8. School Closings

In the event schools are closed during a regular workday, the employee shall not be charged for the use of a personal leave day.

C. Professional Leave

1. All requests to be absent from school for professional meetings will be made to the principal in writing through the kiosk fifteen (15) days in advance.
2. All requests shall be approved or denied by the local superintendent after recommendation by the building principal.
3. Absence will be limited to two (2) days per occurrence.
4. Expenses for approved visitation or attendance at professional meetings shall be in accordance with Board approved guidelines.
5. State-required conferences shall be considered professional leave.
6. State-required coaching conferences/ clinics shall be considered professional leave for varsity head coaches only, limited to one per year, per supplemental contract.

D. Maternity/Child Care/Adoption Leave

1. Granting of Leave

The Board may grant a leave of absence, without pay, for maternity/child care/adoption care purposes for any regularly employed staff member. Concurrent and consistent with FMLA.

2. Process of Requesting Leave

An employee may request a leave of absence under this section by submitting a request to the Superintendent at least thirty (30) days prior to the start of the requested leave except in emergency situations. Such request shall be submitted through the kiosk.

3. Length of Leave

The request for leave under this section shall be for the remainder of the semester or the remainder of the school year at the discretion of the teacher. (However, approval of the duration of the leave is at the

discretion of the Board.)

4. Duration of Leave After April 1

The employee who begins his/her leave prior to April 1, shall notify the Superintendent of intent to return from leave no later than April 1, if the intent is to return at the commencement of the next school year.

5. Amendment of Ending Date of Leave

A leave granted under this section may be amended with reference to the beginning and ending dates at the request of the employee and approval of the Board.

a. Restrictions of Amendments

Amendments shall be restricted to coincide with a nine (9) week grading period and in maternity applications, the request for such amendment shall include a statement by the employee's attending physician, assuring that the employee is in good health and is able to resume duties.

6. Right of Position Upon Return of Leave

Upon return from approved leave under this section, the employee shall be entitled to reinstatement to the same or a comparable position, which was held prior to the leave, if not a "key" employee under FMLA.

7. Use of Leave Has no Affect on Contract Status

The contract status shall not be adversely affected by such leave. However, normal annual salary increments shall not be granted unless at least one-hundred twenty (120) days of teaching have been fulfilled within any one (1) school year. Maternity/Child Care/Adoption Leave shall not be used to avoid non-renewal.

8. Employee to Pay Fringe Benefits if Opted

For the duration of an approved Maternity/Child Care/Adoption Leave, the employee is expected to pay the Board's share of any fringe benefit coverages that were in effect at the commencement of the leave.

E. Assault Leave

1. Leave Exclusive of Sick Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised

Code, the Board will grant Assault Leave to covered employees absent due to physical injury resulting from assault under the following conditions:

a. Right of Use of Leave

Any certificated/licensed teacher who must be absent from his/her duties due to physical injury resulting from an unprovoked assault in the course of and arising out of the teacher's employment, while teaching or at school-related activities, on or off school premises before, during, or after school hours, will be paid his/her full scheduled compensation for a maximum period of ten (10) days. Supplemental duty compensation shall be included only if supplemental duty contractual obligations have been met or are in the process of being met.

b. Disability Required if Permanently Disabled

If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence defined in this provision, shall be termed "assault leave".

c. Proper Completion of Form is Requirement For Use of Leave

Before assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault including the location and time of the assault, name and address of victims, and witnesses. The teacher shall also furnish to the Superintendent a statement of the nature of the injury/injuries and its/their duration which has been signed by a licensed physician. Actual leave must also be requested through the kiosk.

d. Leave Not to be Counted Against Any Other Form of Leave

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or accumulated by the teacher or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.

e. Leave to be Taken in Affected School Year

The assault leave must be applied for and taken during the same school year of the occurrence of the assault.

F. Sabbatical Leave

1. Leave Applies Only to Professional Leave

This leave policy pertains only to professional leave; that is, returning to school for additional or advanced training.

2. Five (5) Year Service Requirement

No leave will be granted to any certificated/licensed employee who has not completed five (5) years of service in the Southeastern Local School District.

3. Time Limits For Making Request

Upon the written request of the teacher, and submission through the kiosk, the Superintendent and Board may grant a leave of absence for professional leave. The request must be made prior to April 1 for it to be considered for the next school year. Request shall be in writing to the Superintendent and shall also be made through the kiosk. Request may be for one or two semesters if in the same school year.

4. Prior Submission and Approval of Plan

A plan of training must be submitted with the request. This plan must outline course work and goals that are to be achieved. This plan must relate to the employee's position and/or for further education to acquire additional certificated/licensed areas that are needed in the district. The plan submitted must be followed and any changes in the plan must be approved by the Superintendent prior to those changes being implemented. Failure to follow this guideline will result in the leave being cancelled and all guarantees granted in the leave being eliminated.

5. Number of Employees Using Leave

No more than one employee may be on sabbatical leave at any given time.

6. Employees Right to Purchase Insurances

The employees' insurances [health, life, vision and dental] can be paid by the employee to the Board, through the Board Treasurer, and the Board will keep their insurance current at no direct cost to the Board. If the employee is late in making any payment to the Board Treasurer, the Board will not make the payment for the employee. This is subject to the approval of the different insuring companies.

7. Teacher to Return to District After Leave

The teacher is required to return to teach at Southeastern at the end of the leave for a period of at least one (1) year. The employee is guaranteed a position on his/her return from leave, but not necessarily the same position or the same building that he/she held or was assigned to prior to the leave.

G. Family Medical Leave Act

All bargaining unit members who qualify shall be entitled to a leave of absence under the Family Medical Leave Act (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

H. Kiosk

All appropriate forms of leave must be documented by the employee through the kiosk. Failure to do so may result in action being taken to correct compliance with the reporting obligation.

ARTICLE NINE - JOB DESCRIPTIONS

Job descriptions are Board Policy. However, to the extent that changes to job descriptions result in material changes to current terms and conditions of employment the Board may amend such changes with the consent of the association. Individual job descriptions may be accessed on-line.

ARTICLE TEN - SALARY SCHEDULES AND OTHER COMPENSATION

A. Teacher Salary Schedules

1. The base Salary on the Salary schedule for 2014-2015, Appendix I, shall be increased by 3% for 2014-2015 starting July 1, 2015.
2. The base Salary on the Salary schedule for 2015-2016, Appendix I, shall be increased by 3% for 2015-2016 starting July 1, 2016.
3. The base Salary on the Salary schedule for 2016-2017, Appendix I, shall be increased by 3% for 2016-2017 starting July 1, 2017.

B. Salary Schedule Regulations

1. Placement on Schedule

All teachers new to the district will be granted up to eight (8) years credit for prior service in public schools as per the salary schedule.

2. Placement Based on Proof of Credit Earned

Placement on the salary schedule shall be based upon the completion of credit from an accredited college or university. In particular, placement on master's schedule or higher shall only be based upon completion of master's credit hours from an accredited college or university.

3. Requirement of Proof by October 1

Teachers who meet requirements to advance to another class on the adopted salary schedule must provide a letter of notification to the Board Treasurer in writing of their eligibility on or before September 1 and must provide an official college transcript on or before October 1.

4. Placement on Longevity Steps

Placement on the longevity steps will be determined by the number of years of prior service credit granted for salary purposes at time of employment plus the number of years of service credit earned in the Southeastern Local School District, except those employed under Section N of this Article of the Agreement.

5. Salary Based on Twenty-Four (24) Pays

Individual salaries shall be paid in twenty-four (24) equal pays, on or about the 5th and the 20th of each month.

6. One Hundred and Twenty Days (120) Equals One (1) Year Increment

A full increment shall be granted the following year to members who have served one hundred twenty (120) or more school days within a school year (including substitute teaching).

C. Administrator Returning to Bargaining Unit

1. An administrator who is returning to a bargaining unit position shall be placed at the salary he/she would have received had there been no interruption of bargaining unit service.
2. An administrator who is returning to a bargaining unit position shall calculate seniority in the district for purposes of Reduction in Force, or ANY OTHER clause in the contract that uses seniority, as seniority equals district time served less time employed as an administrator.

D. Indexed Salary Schedule - See Index as Appendix L

E. Supplemental Salary Schedule

See Supplemental Salary Schedule - Appendix G.

1. Base Salary Derivation

Salary based on Class II, Step 0 of Teachers' Salary Schedule.

2. Pro Rata of Salary

In the event an individual does not serve the complete obligation established for the position or the responsibility is shared, the salary for the position may be prorated.

3. Rationale of Supplemental Positions

These supplemental positions will be filled based on the determination of the Board.

F. Written Contracts for Supplemental Positions

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract.

G. Supplemental Positions are not Condition of Employment

In no instance shall supplemental duty assignments be a condition for

employment or continued employment.

H. Supplemental Contracts to Include Following Information

Such supplemental contracts shall include the following information:

1. Name of teacher
2. Name of school district and Board for which responsibility shall be performed
3. Statement of additional responsibility compensation to be provided for each
4. Dates within which compensation is being provided for said responsibility (length of contract responsibility).
5. Basis by which compensation will be paid
6. Provision for the signature of the Board President and the Board Treasurer
7. Provision for the date and signature of teacher.

I. Duration of Supplemental Contract

All supplemental duty contracts specified in the negotiated agreement shall be effective for a period of not more than one (1) year and shall expire on June 30 of the school year they were in effect.

1. Expiration Date Requires no Notice

The expirations of such contracts shall be automatic and shall require no non-renewal action by the Board or notice of expiration.

J. Salary Reduction Payment to S.T.R.S

Each teacher's salary shall be reduced in an amount equal to the teacher's contribution to the State Teachers' Retirement System and paid to S.T.R.S. on behalf of the teacher.

1. Reduction Uniformly Applied to All Teachers

The salary reduction method of S.T.R.S. payment shall apply uniformly to all teachers and no teacher covered by S.T.R.S. shall be exempt.

2. Reduction Applied to All Compensation

The payment herein shall apply to all compensation earned including regular contract and supplemental contract earnings.

3. Reduction Based on Acceptance of IRS

Should the Internal Revenue Service or the State Teachers' Retirement system determine that this reduction provision is not qualified under the IRS code, or is unlawful in any manner, this provision shall be null and void.

K. Worker's Compensation

In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, professional staff members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission. The employee or designee must complete and file a detailed accident report immediately after any and all illness or injuries that occur when providing services for the district, even if there are no plans to seek medical care.

1. Drug Testing

Any employee who sustains a work related injury that will be reported to the BWC must be tested for drugs and alcohol at the time of the incident that caused the injury.

2. Option to Use Worker's Compensation

Professional staff members may utilize sick leave to receive regular compensation or choose to receive Worker's Compensation benefits, but not a combination of both.

3. Rights of Teacher to Reinstatement After Use

Any professional staff member absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay upon approval of the application to return to work.

a. Application Must Certify Ability to Return to Work - Such application shall include medical certification of ability to assume full-time teaching responsibilities.

1). Application Must be Within One (1) Year of Receiving Benefit - Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit

return in accordance with this Section.

L. Travel Allowance

Teachers applying for travel allowance for pre-approved school travel will be reimbursed at the IRS approved rate per mile.

M. Direct Deposit

Direct deposit of payroll checks shall be provided to the members of the Bargaining Unit by the Board without cost. Members of the Bargaining Unit who have a checking account with a financial institution which has direct deposit services available shall use such service. Forms to initiate direct deposit shall be available in the Board Treasurer's office. The Board Treasurer must be notified immediately of a change in any banking procedures, i.e., change of bank.

Direct deposit notice shall be sent to the e-mail address provided to the Treasurer's office by the employee. Notices are also available on the employee kiosk. No formal paper notices will be distributed.

The treasurer in extraordinary circumstances may waive the direct deposit and issue a regular check.

N. Rehiring of Retired Teachers

1. This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Southeastern Local School District or any other school district.)
2. Teachers who have retired from STRS and are rehired by the Southeastern Local Board of Education may be placed on Step 0 of their proper education classification and shall not advance at anytime; even upon subsequent hire.
3. There shall be no guarantee of reemployment of any teacher in the district if the teacher retires or is already retired.
4. To be eligible for reemployment, a retired teacher must have accepted severance pay, if eligible, and must have eliminated his/her sick leave upon retirement from his/her prior employment. Reemployed teachers may commence their reemployment with up to 15 days of accumulated sick leave if said days are carried forward from their prior employer.

5. A retired teacher may receive consideration for reemployment when the administration has determined that no other non-retired bargaining unit teachers are available or suitable for the position(s) available.
6. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
7. Retirement is a break in service and all seniority attained by a retired teacher prior to his/her retirement reverts to zero.
8. Any retired teacher who is rehired shall be employed under a one-year limited contract, with notification to be given on or before April 30 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are rehired are not subject to the provisions of Ohio Revised Code Sections 3319.11, 3319.111, or 3319.08, and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.
9. The reemployed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.
10. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim of action filed before the State Employment Relations Board (SERB) or any court of law.
11. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the invalid or unlawful provisions of this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.
12. Non-retired teaching staff will have priority on all supplemental contracts.
13. The reemployed teacher shall be eligible for Board-paid health/medical insurance provided the State Teachers' Retirement System (STRS) fails to offer such coverage.

O. Board Reimbursement of the Costs of Licensure/Certification Renewal and Background Checks

1. Beginning with the effective date of this master agreement, the Board of Education shall reimburse bargaining unit members for up to but not to exceed \$200.00 in any given five (5) year period to coincide with license/ certificate renewal, of the fees for license/certificate renewal or upgrade, within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate. The Board will only reimburse for one (1) license/ certificate renewal per individual per five (5) year renewal period. Additionally,

beginning with the effective date of this master agreement, the Board of Education will reimburse bargaining unit members for up to but not to exceed \$60.00 or \$30 (if only BCI background check is needed based upon parameters of ORC) respectively, in any given five (5) year period to coincide with license/ certificate renewal, of any costs incurred related to state and federal background checks and fingerprinting as required by the Ohio Revised Code. Such reimbursement shall be made within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate or completed background check. The Board will only reimburse for one (1) BCI or FBI background check per individual per five (5) year period coinciding with the license/ certificate renewal.

2. If a bargaining unit member leaves employment with the district for any reason within the five (5) year license renewal period but after the Board has reimbursed the member for license/ certificate renewal and/ or state and federal background checks and fingerprinting cost pursuant to the above provisions, then the member must reimburse the Board for those amounts on a prorated basis based on the number of years worked in the district.

Q. Tutoring Pay

Tutoring pay shall be \$25 per hour for student tutoring services as approved by the administration.

ARTICLE ELEVEN - FRINGE BENEFITS

A. Programs Available to Staff Members

Effective during the period of this agreement, the following insurance program(s) will be available to bargaining unit members, unless modified by the Insurance Committee as set forth in this Article.

1. Basic Plan

For the Basic Plan, the Board will pay eighty percent (80%) of single, employee+kid(s) or family monthly premiums for all full-time employees and the employee will pay the other twenty (20%). For those working less than full-time (less than six (6) hours per day), the Board share will be pro-rated according to the time worked, and the employee will pay the balance of the monthly premium.

2. Health Savings Account ("HSA") – An HSA Plan will be available to any employee electing such coverage. If elected, the Board will contribute one thousand dollars (\$1,000) for a single, one thousand, eight hundred dollars (\$1,800) for an employee plus children, and two thousand, four hundred dollars (\$2,400) for a family plan by the first (1st) pay in January of each contract year. If HSA Plan is elected by an employee, the employee (and his/her dependents, as applicable) must remain enrolled in the plan for the entire plan year (January 1 through December 31). If an employee elects HSA Plan participation for a plan year and separates from employment with the District before the plan year is over, then the employee must reimburse the District on a pro-rated basis, calculated by month of plan non-participation, at the time of separation from employment. This reimbursement can occur through payroll deduction/reconciliation if elected in writing by the employee.

3. Premium Plan – July 1, 2014 through December 31, 2014

A more inclusive Premium Plan will be available to any employee wishing such coverage. The difference in monthly premium between the Basic Plan and the Premium Plan shall be paid by the requesting employee at one hundred percent (100%). This plan will only be offered until December 31, 2014, when the employee will be required to choose from the other existing choices.

4. Forms Available Upon Employment or Pre-Employment

Appropriate information and application forms will be provided to all new teaching staff members by the Administration at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the teaching staff member desires insurance coverage.

5. Opening Period

The opening period for those desiring insurance coverage is by September 1. No further changes will be made throughout the year except as noted in Article Eleven, A. 6.

6. New Form Must be Filed When Selecting Different Carrier/Coverage

In the event a teaching staff member desires to change from one type of coverage to a different type of coverage because of a change in family status, (e.g., single to dependent), the teaching staff member must file a new application with the Board Treasurer.

7. Option of Coverage at Discretion of Employee

For those who desire hospitalization coverage, an option of either the Basic Plan or the Premium Plan will be available at the cost identified in Sections A.1 and A.2 above.

8. Formation of Insurance Committee

a). Formation of Committee

The parties agree to form an Insurance Committee. The Committee shall be comprised of;

- 1). Two (2) members appointed by the SELEA
- 2). Two (2) members appointed by the SELASE
- 3). Two (2) members appointed by the Board

b). Consultant(s)

Consultants may be utilized by the Insurance Committee as needed.

c). Charge of Committee

The Committee shall be charged with the goal of selecting a health insurance program for the district which may include a new Health Insurance Plan or modifications to the existing Plan. The Committee may also monitor the current Plan for service and cost efficiency. The Committee shall reach a consensus by August 1st of each fiscal year or will be deemed to have waived the right of consultation. The Board through consultation with the insurance

committee will solicit bids from other carriers for mutually acceptable coverage.

B. Optical

The Board will pay one hundred (100%) percent of the monthly premium for optical coverage. Those employees who work less than six (6) hours per day employed after July 1, 2011, the premium shall be prorated by hours worked.

C. Dental

The Board will pay ninety (90%) percent of the single and eighty (80%) percent of the family plan of the Basic Dental Plan or its equivalent for each participating employee of the bargaining unit. Those employees who work less than six (6) hours per day employed after July 1, 2011, the premium shall be prorated by hours worked.

D. 125 Plan

The Board shall select a carrier for a Section 125 Plan available to each member of the bargaining unit. There will be no maintenance or up front charges to the Board. Bargaining unit members shall have the right to participate in all phases of the 125 Plan up to a maximum contribution of \$1,500.00 per school year.

E. Severance Pay

Upon retirement from teaching and employment in the Southeastern Local Schools, in accordance with rules of the State Teachers Retirement System (STRS), an employee is eligible to receive payment for the following:

1. Accumulation for First One Hundred and Eighty (180) Days

Twenty-five (25%) percent of the first one hundred and eighty (180) days of unused accumulated sick leave at per diem rate for a total of forty-five (45) days.

2. Accrual After One Hundred and Eighty (180) Days

Each employee who has accrued more than one hundred and eighty (180) days of unused sick leave shall be paid sixteen (16%) percent of the unused sick leave days to a maximum of fifty eight (58) days.

3. Accrual After Fifteen (15) Years of Service in District

Each employee who has accrued more than one hundred and eighty (180) days of unused sick leave and has been employed by Southeastern Local

Schools for fifteen (15) years or more shall be paid thirty four (34%) percent of the unused sick leave days to a maximum of sixty eight (68) days.

4. Form to be Completed

An adopted-prescribed form will be utilized when applying for sick leave conversion at time of retirement.

5. Benefit Received Only Once

Sick leave conversion may be applied for and received only once and voids any and all sick leave accumulation.

6. Must Have Completed Retirement Process

Acceptance by STRS at the time of retirement is required by providing proof of retirement to Treasurer's department.

7. Per Diem at Retirement Used to Calculate Benefit

Per diem rate is computed using the teacher's yearly salary at the time of retirement exclusive of supplemental contract salary.

8. Five (5) Year District Requirement

The employee must have been a regular employee of said district for five (5) years immediately preceding retirement.

9. Dates of Receiving Benefit

Payment of severance shall be paid in the month of September following the employee's official date of retirement but no later than January of the year following retirement.

10. Survivor Benefits

A member who has applied for retirement shall have his/her severance paid to his/her estate in the case of death.

11. Recipients over age 55

Any retiring recipient of severance who has reached the age of 55 or older must contribute their entire severance payment pursuant to this Section to a Board approved Severance Plan. The Plan will meet all qualifications and specifications in accordance with the requirements of the Internal Revenue Code and/or any applicable state and/or local laws.

F. Group Life Insurance

Dollar Amount Per Year of Contract - The total cost, one hundred (100%) percent, for such group life insurance coverage shall be borne by the Board. The death benefit for each employee shall be fifty thousand (\$50,000) dollars.

G. Insurance Upon Retirement

Insurance coverages through the District shall not extend beyond an employee's effective date of retirement.

ARTICLE TWELVE - DURATION/ TERMS OF AGREEMENT

A. Terms of Agreement

This Agreement made and entered into this 20th day of September, 2011 by and between the Southeastern Local Education Association and the Southeastern Local Board of Education, South Charleston, Ohio, shall be effective July 1, 2014, and remain effective until June 30, 2017.

B. Total Agreement

All items contained herein constitute the total agreement between the Association and Board.

C. Rights of Parties During Negotiations of Successor Contract

The parties acknowledge that during negotiations which resulted in the Agreement, each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this agreement.

1. Waiver to Negotiate

Therefore, for the life of this agreement, the Board and the Association each voluntarily waive the right to negotiate with respect to any subject referred to or covered in this agreement unless mutually agreed upon.

- a. The parties further waive the right to negotiate with respect to any subject not specifically referred to or covered in this agreement unless obligated to do so as a result of rulings established by SERB, or the implementation/enactment of rules or regulations adopted by the State Department of Education and/or by the State Legislature which have an effect upon the salary, fringe benefits, or working conditions of the bargaining unit members of the Association or as otherwise mutually agreed to by the parties.

D. Contract Must Comply With Law

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions which become effective after the ratification of this Agreement.

1. Duty to Negotiate and Time Limits in Changes in Law

If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken

within the time provided for doing so, the parties to the agreement shall meet within ten (10) days to consider substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) days thereafter, the normal impasse will be used. If an agreement is not reached after impasse, the Association shall have the right to withhold its services only on the issue(s) submitted in the scheduled reopener as stated in this article.

2. Right of Association to Strike

The withholding of services shall be as set forth in Chapter 4117 of O.R.C.

E. Negotiations of Successor Agreement

If any item in this agreement is not changed through future negotiations, it shall be carried forward, in writing, to each future agreement.

F. Items to Appear in Future Agreements

This Agreement shall be the basis from which future negotiations shall proceed.

G. Limited Rights For Discussion or Consultation

This Agreement does not preclude discussion or consultation regarding concerns expressed by personnel of the participating parties to this Agreement. However, this discussion shall not include items which are negotiable as defined by O.R.C. 4117.

H. Signatures

Signed this _____ day of _____

SOUTHEASTERN LOCAL EDUCATION
ASSOCIATION /OEA/NEA

SOUTHEASTERN LOCAL BOARD
OF EDUCATION

President

President of Board

Vice-President

Superintendent

Bargaining Team Member

Board Treasurer

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Type or Print

APPENDIX A - GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the Association President, Association Grievance Chair, Superintendent, and Principal by the aggrieved who will retain one (1) copy.)

DATE OF FORMAL PRESENTATION _____

AGGRIEVED _____

ASSIGNMENT _____

PRINCIPAL _____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT ARTICLE AND SECTION(S):

RELIEF SOUGHT:

Signature of Aggrieved

TYPE OR PRINT

APPENDIX B - GRIEVANCE FORM B

DECISION OF PRINCIPAL

(To be completed by the Principal, who shall retain one (1) copy and deliver one (1) copy to the aggrieved, the Association President, Association Grievance Chair, and the Superintendent within seven (7) school days of Formal Grievance Presentation Hearing.)

DATE OF FORMAL GRIEVANCE PRESENTATION _____

AGGRIEVED _____

DATE OF FORMAL GRIEVANCE HEARING _____

ASSIGNMENT _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION _____

Signature of Principal

Aggrieved's Response (To be completed by aggrieved and one (1) copy returned to Principal, Association President, Association Grievance Chair, and Superintendent within seven (7) school days of the decision date).

_____ I accept the above decision of the Principal.

_____ I hereby appeal to the Superintendent on attached Form C.

Date of Response _____

Signature of Aggrieved _____

TYPE OR PRINT

APPENDIX C - GRIEVANCE FORM C

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent, the Association President, Association Grievance Chair, and the Board President within seven (7) school days of receipt of Form B.)

DATE APPEAL DELIVERED TO SUPERINTENDENT _____

AGGRIEVED _____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT ARTICLE AND SECTION(S):

RELIEF SOUGHT:

Signature of Aggrieved

TYPE OR PRINT

APPENDIX D - GRIEVANCE FORM D

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one (1) copy and deliver one (1) copy to the aggrieved within seven (7) school days after the meeting, and one (1) copy to the Association President, Association Grievance Chair, the Principal, and the Board President within seven (7) school days of receipt of Form B)

DATE HEARING HELD BY SUPERINTENDENT _____

AGGRIEVED _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision _____

Signature of Superintendent

Aggrieved's Response (To be completed by aggrieved and one (1) copy returned to the Superintendent, Principal, Association President, and the Association Grievance Chair within seven (7) school days of the decision date.)

_____ I accept the above decision of the Superintendent

_____ I hereby appeal to Arbitration on attached Form E

Date of Response: _____

Signature of Aggrieved

TYPE OR PRINT

APPENDIX E - GRIEVANCE FORM E

REFERRAL BY AGGRIEVED TO MEDIATOR

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent, the Association President, and Association Grievance Chair within seven (7) school days of receipt of Form D.)

DATE APPEAL DELIVERED TO MEDIATOR _____

AGGRIEVED _____

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT ARTICLE AND SECTION(S):

RELIEF SOUGHT:

Signature of Aggrieved

APPENDIX F – GRIEVANCE FORM F

ASSOCIATION RESPONSE TO MEDIATION

(To be completed by the Association within seven (7) school days of decision of Mediator with a single copy delivered within that period to each of the following persons: The Board President, the aggrieved, the Board Treasurer, the Superintendent, and the Principal. An additional copy should be retained for reference.)

DATE OF RESPONSE _____

AGGRIEVED PERSON _____

DELIVERED TO BOARD _____

OPINIONS OF ASSOCIATION AND REASONS THEREFORE:

_____ The decision of the Mediator is accepted.

_____ The attached grievance is hereby referred to Arbitration.

DATE OF RESPONSE _____

Signature of President of Association

APPENDIX G – SUPPLEMENTAL SALARY SCHEDULE

2014-2015

Supplemental	Rate	
		\$34,384
Supp. - Head Varsity Football	0.17	\$5,845
Supp. - Asst Varsity Football	0.12	\$4,126
Supp. - Reserve Football	0.10	\$3,438
Supp. - Asst. Reserve Football	0.09	\$3,095
Supp. - Head Jr. High Football	0.09	\$3,095
Supp. - Asst. Jr. High Football	0.07	\$2,407
Supp. - Head Varsity Boys Soccer	0.11	\$3,782
Supp. - Head Varsity Girls Soccer	0.11	\$3,782
Supp. - Head Varsity Boys Basketball	0.17	\$5,845
Supp. - Reserve Boys Basketball	0.12	\$4,126
Supp. - 9th Boys Basketball	0.10	\$3,438
Supp. - 8th Boys Basketball	0.09	\$3,095
Supp. - 7th Boys Basketball	0.08	\$2,751
Supp. - Head Varsity Girls Basketball	0.17	\$5,845
Supp. - Reserve Girls Basketball	0.12	\$4,126
Supp. - 8th Girls Basketball	0.09	\$3,095
Supp. - 7th Girls Basketball	0.08	\$2,751
Supp. - Varsity Baseball	0.11	\$3,782
Supp. - Reserve Baseball	0.08	\$2,751
Supp. - Girls Softball	0.11	\$3,782
Supp. - Reserve Softball	0.08	\$2,751
Supp. - Head Varsity Boys Track	0.11	\$3,782
Supp. - Head Varsity Girls Track	0.11	\$3,782
Supp. - Jr. High Boys Track	0.08	\$2,751
Supp. - Jr. High Girls Track	0.08	\$2,751
Supp. - Head Varsity Volleyball	0.11	\$3,782
Supp. - Asst. Varsity Volleyball	0.08	\$2,751
Supp. - 8th grade Varsity Volleyball	0.06	\$2,063
Supp. - 7th grade Varsity Volleyball	0.06	\$2,063
Supp. - Golf	0.07	\$2,407
Supp. - Tennis	0.06	\$2,063
Supp. - Cross Country	0.06	\$2,063
Supp. - High School Cheerleader	0.09	\$3,095
Supp. - Jr. High School Cheerleader	0.06	\$2,063
Supp. - Band Director	0.05	\$1,719
Supp. - Pep Band Director	0.03	\$1,032
Supp. - Marching Band Director	0.17	\$5,845
Supp. - Asst. Band Director	0.12	\$4,126

Supp. – Flag Advisor	0.05	\$1,719
Supp. – Choir Director	0.05	\$1,719
Supp. - Drama	0.06	\$2,063
Supp. - Asst. Drama	0.04	\$1,375
Supp. - Annual Staff	0.06	\$2,063
Supp. - Prom Jr. Class Advisor	0.05	\$1,719
Supp. - HS Student Council	0.04	\$1,375
Supp. - MV Student Council	0.03	\$1,032
Supp. – Jr. High Student Council	0.03	\$1,032
Supp. - Quick Recall	0.05	\$1,719
Supp. - National Honor Society	0.02	\$688
Supp. - Weight Room	0.08	\$2,751
Site Manager - Varsity Football	0.015	\$516
Site Manager - Varsity Basketball	0.015	\$516
Site Manager - Varsity Girls Basketball	0.015	\$516
Site Manager - Varsity Track	0.015	\$516
Site Manager - Varsity Volleyball	0.015	\$516
Site Manager - Varsity Soccer	0.015	\$516
Site Manager - Jr. High Football	0.01	\$344
Site Manager - Jr. High Boys Basketball	0.01	\$344
Site Manager - Jr. High Girls Basketball	0.01	\$344
Site Manager - Jr. High Track	0.01	\$344
Site Manager - Jr. High Volleyball	0.01	\$344
Supp. – Power of Pen	0.03	\$1,032
Supp. – Flex/Dual Credit Administration	0.03	\$1,032

Supplemental positions filled by non-certified personnel will be compensated on an hourly basis at minimum wage with the negotiated supplemental amount as the minimum payment.

All supplemental positions will be posted and filled pending student/coach or advisor ratio determined by the Board of Education.

- To increase as per BA0 salary schedule increase throughout the term of the Contract (2014-2017)

APPENDIX H - 2015 SALARY SCHEDULE

Effective July 1, 2014

YRS	BA	150	MA	MA+15	MA+30
0	1.000 34,384	1.050 36,104	1.100 37,823	1.150 39,542	1.201 41,303
1	1.040 35,760	1.095 37,651	1.150 39,542	1.201 41,296	1.253 43,084
2	1.080 37,135	1.140 39,198	1.200 41,261	1.252 43,049	1.305 44,865
3	1.120 38,511	1.185 40,746	1.250 42,981	1.303 44,803	1.357 46,646
4	1.160 39,886	1.230 42,293	1.300 44,700	1.354 46,557	1.408 48,427
5	1.200 41,261	1.275 43,840	1.350 46,419	1.405 48,310	1.460 50,208
6	1.240 42,637	1.320 45,388	1.400 48,138	1.456 50,064	1.512 51,989
7	1.280 44,012	1.365 46,935	1.450 49,858	1.507 51,817	1.564 53,770
8	1.320 45,388	1.410 48,482	1.500 51,577	1.558 53,571	1.616 55,552
9	1.360 46,763	1.455 50,029	1.550 53,296	1.609 55,325	1.667 57,333
10	1.400 48,138	1.500 51,577	1.600 55,015	1.660 57,078	1.719 59,114
11	1.440 49,514	1.545 53,124	1.650 56,734	1.711 58,832	1.771 60,895
12	1.480 50,889	1.590 54,671	1.700 58,454	1.762 60,585	1.823 62,676
13	1.520 52,264	1.635 56,219	1.750 60,173	1.813 62,339	1.875 64,457
14	1.560 53,640	1.680 57,766	1.800 61,892	1.864 64,093	1.926 66,238
15	1.600 55,015	1.725 59,313	1.850 63,611	1.915 65,846	1.978 68,019
18	1.640 56,391	1.770 60,861	1.900 65,331	1.966 67,600	2.030 69,801
21	1.680 57,766	1.815 62,408	1.950 67,050	2.017 69,354	2.082 71,582
24	1.720 59,141	1.860 63,955	2.000 68,769	2.068 71,107	2.134 73,363
27	1.760 60,517	1.905 65,502	2.050 70,488	2.119 72,861	2.185 75,144

29	1.800	1.950	2.100	2.170	2.237
	61,892	67,050	72,207	74,614	76,925
32	1.820	1.970	2.120	2.190	2.250
	62,580	67,737	72,895	75,302	77,365

APPENDIX H - 2016 SALARY SCHEDULE

Effective July 1, 2015

YRS	BA	150	MA	MA+15	MA+30
0	1.000 35,416	1.050 37,187	1.100 38,958	1.150 40,728	1.201 42,542
1	1.040 36,833	1.095 38,781	1.150 40,728	1.201 42,535	1.253 44,376
2	1.080 38,249	1.140 40,374	1.200 42,499	1.252 44,341	1.305 46,211
3	1.120 39,666	1.185 41,968	1.250 44,270	1.303 46,147	1.357 48,045
4	1.160 41,083	1.230 43,562	1.300 46,041	1.354 47,953	1.408 49,880
5	1.200 42,499	1.275 45,155	1.350 47,812	1.405 49,760	1.460 51,714
6	1.240 43,916	1.320 46,749	1.400 49,582	1.456 51,566	1.512 53,549
7	1.280 45,333	1.365 48,343	1.450 51,353	1.507 53,372	1.564 55,384
8	1.320 46,749	1.410 49,937	1.500 53,124	1.558 55,178	1.616 57,218
9	1.360 48,166	1.455 51,530	1.550 54,895	1.609 56,984	1.667 59,053
10	1.400 49,582	1.500 53,124	1.600 56,666	1.660 58,791	1.719 60,887
11	1.440 50,999	1.545 54,718	1.650 58,436	1.711 60,597	1.771 62,722
12	1.480 52,416	1.590 56,311	1.700 60,207	1.762 62,403	1.823 64,556
13	1.520 53,832	1.635 57,905	1.750 61,978	1.813 64,209	1.875 66,391
14	1.560 55,249	1.680 59,499	1.800 63,749	1.864 66,015	1.926 68,225
15	1.600 56,666	1.725 61,093	1.850 65,520	1.915 67,822	1.978 70,060
18	1.640 58,082	1.770 62,686	1.900 67,290	1.966 69,628	2.030 71,895
21	1.680 59,499	1.815 64,280	1.950 69,061	2.017 71,434	2.082 73,729
24	1.720 60,916	1.860 65,874	2.000 70,832	2.068 73,240	2.134 75,564
27	1.760 62,332	1.905 67,468	2.050 72,603	2.119 75,047	2.185 77,398

29	1.800	1.950	2.100	2.170	2.237
	63,749	69,061	74,374	76,853	79,233
32	1.820	1.970	2.120	2.190	2.250
	64,457	69,770	75,082	77,561	79,686

APPENDIX H - 2017 SALARY SCHEDULE

Effective July 1, 2016

YRS	BA	150	MA	MA+15	MA+30
0	1.000 36,479	1.050 38,302	1.100 40,126	1.150 41,950	1.201 43,818
1	1.040 37,938	1.095 39,944	1.150 41,950	1.201 43,811	1.253 45,708
2	1.080 39,397	1.140 41,585	1.200 43,774	1.252 45,671	1.305 47,597
3	1.120 40,856	1.185 43,227	1.250 45,598	1.303 47,531	1.357 49,487
4	1.160 42,315	1.230 44,869	1.300 47,422	1.354 49,392	1.408 51,376
5	1.200 43,774	1.275 46,510	1.350 49,246	1.405 51,252	1.460 53,266
6	1.240 45,233	1.320 48,152	1.400 51,070	1.456 53,113	1.512 55,156
7	1.280 46,692	1.365 49,793	1.450 52,894	1.507 54,973	1.564 57,045
8	1.320 48,152	1.410 51,435	1.500 54,718	1.558 56,834	1.616 58,935
9	1.360 49,611	1.455 53,076	1.550 56,542	1.609 58,694	1.667 60,824
10	1.400 51,070	1.500 54,718	1.600 58,366	1.660 60,554	1.719 62,714
11	1.440 52,529	1.545 56,359	1.650 60,190	1.711 62,415	1.771 64,603
12	1.480 53,988	1.590 58,001	1.700 62,013	1.762 64,275	1.823 66,493
13	1.520 55,447	1.635 59,642	1.750 63,837	1.813 66,136	1.875 68,383
14	1.560 56,906	1.680 61,284	1.800 65,661	1.864 67,996	1.926 70,272
15	1.600 58,366	1.725 62,925	1.850 67,485	1.915 69,856	1.978 72,162
18	1.640 59,825	1.770 64,567	1.900 69,309	1.966 71,717	2.030 74,051
21	1.680 61,284	1.815 66,208	1.950 71,133	2.017 73,577	2.082 75,941
24	1.720 62,743	1.860 67,850	2.000 72,957	2.068 75,438	2.134 77,831
27	1.760 64,202	1.905 69,492	2.050 74,781	2.119 77,298	2.185 79,720

29	1.800	1.950	2.100	2.170	2.237
	65,661	71,133	76,605	79,158	81,610
32	1.820	1.970	2.120	2.190	2.250
	66,391	71,863	77,334	79,888	82,077

APPENDIX I – INDEX SALARY SCHEDULE FOR DURATION OF AGREEMENT

STEP	CLASS II B.A. DEG.	CLASS III 150 SEM HRS	CLASS IV M.A. DEG.	CLASS V M.A. + 15	CLASS VI M.A. + 30
0	1.0000	1.0500	1.1000	1.1500	1.2012
1	1.0400	1.0950	1.1500	1.2010	1.2530
2	1.0800	1.1400	1.2000	1.2520	1.3048
3	1.1200	1.1850	1.2500	1.3030	1.3566
4	1.1600	1.2300	1.3000	1.3540	1.4084
5	1.2000	1.2750	1.3500	1.4050	1.4602
6	1.2400	1.3200	1.4000	1.4560	1.5120
7	1.2800	1.3650	1.4500	1.5070	1.5638
8	1.3200	1.4100	1.5000	1.5580	1.6156
9	1.3600	1.4550	1.5500	1.6090	1.6674
10	1.4000	1.5000	1.6000	1.6600	1.7192
11	1.4400	1.5450	1.6500	1.7110	1.7710
12	1.4800	1.5900	1.7000	1.7620	1.8228
13	1.5200	1.6350	1.7500	1.8130	1.8746
14	1.5600	1.6800	1.8000	1.8640	1.9264
15	1.6000	1.7250	1.8500	1.9150	1.9782
18	1.6400	1.7700	1.9000	1.9660	2.0300
21	1.6800	1.8150	1.9500	2.0170	2.0818
24	1.7200	1.8600	2.0000	2.0680	2.1336
27	1.7600	1.9050	2.0500	2.1190	2.1854
29	1.8000	1.9500	2.1000	2.1700	2.2372
32	1.8200	1.9700	2.1200	2.1900	2.2572

H. Signatures

Signed this 19th day of August

SOUTHEASTERN LOCAL EDUCATION
ASSOCIATION /OEA/NEA

Melissa K. Hunter
President

Jim M. Lane
Vice-President

B. L. Hill
Bargaining Team Member

Amanda M. Vian
Bargaining Team Member

Wendy J. DeLong
Bargaining Team Member

19th B add

SOUTHEASTERN LOCAL BOARD
OF EDUCATION

[Signature]
President of Board

[Signature]
Superintendent

Bradley A. McKen
Board Treasurer

Kentley K. Owens
Bargaining Team Member

[Signature]
Bargaining Team Member