

NEGOTIATED AGREEMENT

BETWEEN

**THE SOUTHWEST LICKING LOCAL
BOARD OF EDUCATION**

AND

**THE SOUTHWEST LICKING EDUCATION
ASSOCIATION**

JULY 1, 2021 - JUNE 30, 2024

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SECTION I - NEGOTIATIONS PROCEDURE

ARTICLE 1 **NEGOTIATIONS AGREEMENT**

A. RECOGNITION

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

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

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

B. CONTINUED RECOGNITION

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

C. SCOPE OF NEGOTIATIONS

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

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

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

D. **DEFINITIONS**

Bargaining Unit

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

Association

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

Unit Member

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

The Board of Education

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

Superintendent

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

Building Administrator

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

Day

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

Parties

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

E. **MEETINGS**

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

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

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

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

F. **NEGOTIATION TEAMS**

The Association and the Board of Education will each appoint a negotiating team of no more than seven (7) members but no less than four (4) members to represent them at the negotiating table. Each team shall be empowered to present proposals and counter-proposals to arrive at a satisfactory agreement on each issue submitted for negotiation. The members of each team shall be authorized to arrive at a tentative agreement on each issue.

G. **GOOD FAITH BARGAINING**

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

H. **AVAILABILITY OF INFORMATION**

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

I. **AGREEMENT**

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

J. **DISAGREEMENT**

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

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

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

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

K. IN-TERM BARGAINING

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

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

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

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

L. INTEREST BASED BARGAINING

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

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

ARTICLE 2

SEVERABILITY

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

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

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

SECTION II – RIGHTS

ARTICLE 3

ASSOCIATION RIGHTS

The Association shall have the following sole and exclusive rights:

- A. The use of Board of Education facilities and equipment at no charge.
- B. The right to transact Association business on Board of Education property/work sites so long as the unit member and/or Association do not disturb classes and in a manner which does not interfere unduly with the smooth operation of the school.
- C. The right to represent members on any employment related matter.
- D. The right to use bulletin boards. Association material may be posted on bulletin boards in the lounge and workroom or other areas limited from student access areas.
- E. The right to address unit members at any staff meeting.
- F. The right to a position on all regular and special Board of Education meetings agendas in accordance with Board of Education policy governing public participation.
- G. The Association will have the right to use inter-school mail and the teacher mailboxes. The Association has the right to place organizational materials in all teachers' mailboxes. The Association and unit members shall not use inter-school mail, mailboxes or work e-mail for partisan political purposes or to support or oppose a school levy.
- H. There will be no reprisals of any kind taken against any teacher by reason of membership or participation in any of the Association's lawful activities.
- I. The Association shall be granted eighteen (18) days of leave each year to be used by unit members to attend meetings, seminars or conferences for the Association. Additional days may be granted at the discretion of the Superintendent.
- J. Reasonable notice shall be given the Building Principal regarding Association leave.
- K. All expenses incidental to the activity such as registration, travel, meals and lodging will be borne by the Association.

- L. The district will bear the expense of substitute teachers while SLEA members are on Association leave as provided in this Article.
- M. The Association President or Co-Presidents must certify in writing to the Treasurer and the Superintendent that the member is carrying out official Association business in order for this leave to be instituted.
- N. The Association President or Co-Presidents shall be routinely provided with copies of these documents:
 - 1. At the same time all documents for regular and special board meetings are provided to Board members they will be provided to the Association President or Co-Presidents. Excluded are documents that are confidential under state and/or federal law and personnel file documents for staff not eligible for SLEA membership.
 - 2. Monthly financial reports after approved.
 - 3. Board of Education minutes after approved.
 - 4. All written Board of Education policies, rules and regulations.
 - 5. Other documents will be provided within a reasonable time as requested by the Association.
- O. The policies and practices of the Board shall be applied without regard to age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability and Association membership or activity.

ARTICLE 4

GRIEVANCE PROCEDURE

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

B. DEFINITIONS

Grievance

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

Grievant

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

Day

Except as otherwise noted, "days" in the grievance procedure shall refer to actual working school calendar days, except during the Summer Recess when "days" shall refer to the calendar days exclusive of weekends and holidays.

C. **GENERAL PROVISIONS**

1. The written grievance used in this procedure shall state:
 - a. The specific agreement provision(s) alleged to be violated, misapplied, or misinterpreted;
 - b. A brief description of the grievance;
 - c. The relief sought;
 - d. The date of submittal.
2. A grievant may be accompanied by a representative of the Association at the informal level. The Administration shall be entitled to be accompanied by an observer at this level if the grievant is accompanied.
3. A grievant may be represented at any step in this procedure by a representative of the Association or other representative of choice. The grievant may not select as representative any member of any other teacher's organization other than Southwest Licking Education Association/OEA/NEA.
4. The Association has the right to file grievances and be present at all steps of the procedure.
5. The Administration may be represented at all steps of the procedure.
6. Time limits shall be considered as maximum unless otherwise extended by mutual agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specified time limits to the next level of procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. Failure of the Administration to respond in the time limits stated shall mean the relief sought as stated in previous levels of the proceedings shall be implemented.
9. A grievance may be initiated at Step II when it has been determined by the Building Principal that the subject is not within the building administrator's realm of responsibility or control.
10. Nothing contained in this procedure shall be construed as limiting the individual rights of a unit member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
11. Nothing contained in this procedure shall be construed as limiting the rights of a unit member from using other professional or legal rights in resolving a complaint or problem.
12. No reprisal shall be made against any party involved in use of this grievance procedure.
13. A grievance may be withdrawn at any level by the grievant without prejudice.
14. Costs for any representation during this procedure shall be borne by the respective parties.

15. All records of a grievance shall be confidential and no record of filing a grievance shall be placed in a unit member's personnel file.
16. Grievance forms shall be maintained and distributed by the Association grievance representative in each building, and shall be included in this contract (Appendix A).
17. The parties may agree to extend the timelines in this Article and agreement to extend the timelines shall not be unreasonably withheld.

D. PROCEDURE

Within twenty (20) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her Principal for the purpose of attempting to resolve the matter. Failure to act within twenty (20) days shall pre-empt the filing of a grievance in the particular case. It will be the responsibility of the grievant to clearly indicate that the purpose of the meeting is an informal grievance discussion meeting. If the problem is not resolved within ten (10) days of the request for an informal meeting, the grievant may advance to Step I in this process.

STEP I

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

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

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

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

STEP II

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

STEP III

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

STEP IV

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

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

ARTICLE 5 **PERSONNEL FILES**

- A. The Board of Education shall maintain the official personnel file for each member of the bargaining unit in the District administrative offices. No other permanent file shall be maintained. Electronic personnel files maintained by an administrator regarding a unit member's performance or conduct are not part of the official personnel file and if not in the personnel file by the end of a school year, shall be removed.
- B. Materials placed in a unit member's personnel file shall be only those permitted by law. Material shall be accurate, timely, and complete.
- C. All items placed in the file shall be dated and signed or identified as to source. This provision shall not apply to routine administrative items such as contracts, salary notices, transcripts, or certificate copies.
- D. Each unit member has the right to examine his/her file during regular office hours provided such examination does not interfere with his/her assigned duties.
- E. The file, nor any of its contents, shall not be removed by the unit member from the office where it is held.
- F. A copy of any evaluation, formal complaint or criticism which will be placed in this personnel file shall be given to the unit member prior to or at the time of such placement.
- G. Unit members have the right to attach written comments to any item in the file.
- H. The Administration reserves the right to attach written comments to any unit member initiated items that are introduced into the files.
- I. No information shall be placed in a unit member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.
- J. Any unit member who disputes the accuracy, relevancy, completeness, or timeliness of the material contained in his/her personnel file may request an administrative investigation concerning the validity of the claim. Any information which is found by the Administration to be inaccurate or irrelevant shall be removed from the unit member's file.

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

- K. The personnel files of a unit member shall remain confidential to the fullest extent permitted by law. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file and/or financial information by a member of the public, what, if anything, was provided to the requesting person, and the name and address of the person requesting the file review, if known. The member whose file has been requested to be inspected, or his or her designee, shall have an opportunity to observe the inspection, but this shall not hold up or delay the inspection. A bargaining unit member shall be entitled to a copy of any specific material in his/her file upon written request.
- L. At the request of a teacher, disciplinary documents will be removed from the personnel file after three (3) years, provided that there has been no same or similar infraction.

ARTICLE 6

VACANCY AND TRANSFERS

A. DEFINITIONS

1. Vacancy

A vacancy occurs when a new bargaining unit position is created or when a unit member employed in an existing unit member position dies, resigns, retires, is terminated, is non-renewed, is transferred between grade levels, subject areas and/or buildings, or is promoted. The Board will determine if a vacancy will be filled.

2. Transfer

A posted change in job assignment between grade levels, subjects and/or buildings. The addition of a building to the district shall create vacancies. The replacement of a building does not create vacancies to be posted; however, the staffing of said building may be subject to voluntary and/or involuntary transfer.

3. Voluntary Transfer

When a unit member requests a change in a grade level, department, course or building assignment that is mutually acceptable to the Board of Education.

4. Involuntary Transfer

When the administration initiates a change in grade level, department, course or building assignment.

B. DURING THE SCHOOL YEAR

Vacancies which occur in regular classroom positions (as opposed to supplemental contract positions) during the school year will be posted when a vacancy occurs. The position will be filled on a temporary basis and such employment will automatically end at the conclusion of the current school year. The contract of a person hired to fill such position shall clearly state that the employment will end at the conclusion of the school year. The position will be vacant and posted during the summer months in accordance with the terms of this Article. The provisions of this contract governing evaluation and the provisions of Am. Sub. H.B. 330, enacted in 1988, shall not be applicable to teachers hired for the remainder of the school year under this provision.

C. POSTING OF A VACANCY NOTICE

1. Notification:
 - a. Unit members shall be notified of all vacancies, certified or supplemental, stipends or financial payments by work e-mail.
 - b. All vacancies shall be posted internally within the district, for at least three (3) work days, prior to an external posting/announcement.
 - c. The vacancy notice shall set forth the position title, qualifications, licensing, and/or certification requirements, description of duties, title of immediate supervisor, date of initial posting and last date to apply for the position.
 - d. Positions will not be posted until there is a written notification to the Board of the resignation, retirement or other reason causing the opening. A unit member employed by another school district shall constitute notification.

D. SUMMER POSTINGS

1. Unit members who may desire a transfer or may be interested in other positions that could become vacant over the summer months when school is not in session must complete a potential change of assignment form distributed by the district office and filed with his/her building principal prior to April 30th of each year.
2. Unit members shall be notified of all vacancies, certified or supplemental, stipends or financial payments by work e-mail or automated phone call. It is the responsibility of the unit member to have a current phone number on file with the district office.
3. Summer postings shall follow the notification procedures in Section (C)(1) above except when a vacancy occurs after July 31st. Between August 1st and the tenth (10th) day following the first student day, there shall not be a minimum posting period and the position may be filled as soon as possible.

E. FILLING OF A VACANCY

1. Unit members may apply for a position by indicating their interest in writing to the Superintendent or his/her designee by the deadline established in the posting.
2. It shall be the responsibility of the unit member to ensure that the district office has updated copies of all certificates/licensure on file.
3. Any unit member who does not receive a position for which they applied will upon request to the Superintendent be given reasons for the denial and the unit member may record the reasons given by the Superintendent.
4. Vacancies shall be filled by the most qualified candidate based on the following criteria:
 - a. Job related licenses, endorsements and/or certificates;
 - b. Overall Performance Ratings (formal and informal evaluations) for the last three evaluation years, if available;
 - c. Extra-curricular/co-curricular interests;
 - d. Opportunity for professional growth;

- e. Additional coursework related to education;
- f. Training and experience;
- g. Length of service in the district;
- h. Desires of the unit member;
- i. The needs of the district.
- j. Job requirements of the position as established by the posted job description per Article 6 – Vacancy and Transfers, Section (C)(1)(c).

F. INVOLUNTARY TRANSFERS

1. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent and/or her/his designee. The Board will make reasonable efforts to notify the Association President(s) of any involuntary transfers. The unit member and the Superintendent may, at their option, have a representative of their choice present at such meeting. The Superintendent or his/her designee will provide notice to each affected unit member of an involuntary transfer no less than fifteen (15) days prior to the official involuntary transfer date with the exception of (F)(2). If requested by the unit member, the Superintendent will explain the reason(s) for the transfer to the unit member.
2. Under normal circumstances an involuntary transfer shall occur by July 10th. Involuntary transfers after July 10th shall occur only as a result of a unit member leaving employment with the District after July 10th, enrollment changes requiring the hiring of staff or exceeding class size limits, building openings, or district realignment or other extenuating circumstances.
3. The Board shall move the materials of any member involved in an involuntary transfer from his/her previous classroom/office/building to his/her newly assigned classroom/office/building. The member shall be responsible for boxing and labeling his/her material.

G. POSTING FOR OTHER PAID POSITIONS

1. The posting for paid committees would include position descriptions.
2. The posting for other paid positions will include a brief description of the responsibilities of the position.

ARTICLE 7
NON-RENEWAL OF LIMITED CONTRACTS

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

ARTICLE 8

JOB SECURITY

No member of the Bargaining Unit shall be terminated except for good and just cause, except as in Article 7 – Non-Renewal of Limited Contracts.

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

ARTICLE 9

DUES DEDUCTION

The Board agrees to deduct from the salaries of unit members the unified dues and assessments for the Association/OEA/NEA and any subdivisions of these organizations, as individually and voluntarily authorized and to transmit the monies to the Association Treasurer.

Unit member authorization will be in writing by September 15th on a form provided by the Association and forwarded to the Board's Treasurer. Authorization shall be on a continuing basis from year to year, unless revoked in writing to the Association President and Board Treasurer. The Board Treasurer shall cease payroll deductions in the next payroll that occurs following 14 calendar days after the notice of revocation is received.

Deductions will be made in eighteen (18) installments. The Board shall not be held liable for deductions or errors in deducted amounts that occur because of omissions, errors, or misinformation contained on the authorization forms. In the event the unit member's employment is voluntarily or involuntarily terminated, the unit member will be obligated to pay the unpaid balance of the annual dues obligation not deducted during the year. The Board shall not be responsible for the collection of any unpaid dues.

ARTICLE 10

SENIORITY

A. SENIORITY DEFINED

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

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

B. EQUAL SENIORITY

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

C. SUPERSENIORITY

Unit members employed under continuing contract shall have greater seniority than unit members employed under limited contract within the same group in accordance with Article 20 – Reduction In Force, Section (C)(3).

D. LOSS OF SENIORITY

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

E. SENIORITY LIST

A seniority list (the “list”) shall be prepared and emailed to the Association President or Co-Presidents and all unit members on or before November 1st of each school year. The Board of Education or its designee will include in the seniority list the area of certification, the first day worked, the date of Board of Education resolution to hire and contract status (continuing or limited) of each unit member.

In the event of a layoff, prior to the Board of Education’s layoff action, the Board of Education or its designee will email the Association President or Co-Presidents and all unit members a seniority list containing the information set forth in paragraph E. above, plus:

1. The names of unit members on the seniority list shall appear in seniority rank order within areas of certification, with the name of the most senior unit member appearing at the top of the listing and the name of the least senior unit member appearing at the bottom of the listing.
2. The names of unit members who are certified in more than one (1) area shall be included on the list for all areas of certification.
3. The names of part-time unit members shall appear on the seniority list but shall be listed separately from the names of full-time unit members.

F. CORRECTION OF INACCURACIES

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

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

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

ARTICLE 11
TEACHERS ON SPECIAL ASSIGNMENT

The position of teacher on special assignment has been established for the purpose of addressing specific needs of the District. For the purposes of this contract, all provisions are deemed to apply to the position with the following exceptions:

The Superintendent/designee will annually notify any member on special assignment of the status of the assignment.

ARTICLE 12
EMPLOYEE DISCIPLINE

- A. No employee shall be disciplined without just cause.
- B. Ordinarily discipline will be progressive in nature. However, the type and degree of discipline to be issued depends on the facts and circumstances of each case. Certain offenses are serious enough to warrant skipping steps in the progression of discipline. The ordinary sequence of discipline will be:
 - 1. Informal/oral reprimand;
 - 2. Written reprimand;
 - 3. Suspension without pay;
 - 4. Termination.
- C. Nothing precludes the Board from issuing more than one (1) oral or written reprimand.
- D. Disciplinary actions are subject to the grievance procedure; however, neither oral nor written reprimands may be appealed beyond Step II of the grievance procedure.

ARTICLE 13

MANAGEMENT RIGHTS

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

SECTION III - UNIT MEMBER CONDITIONS

ARTICLE 14

RESPONSIBILITIES AND DUTIES OF TEACHERS

- A. In addition to a normal classroom assignment, a teacher is expected to handle details of record keeping and reports required by the Board of Education and Administration.
- B. Teachers may be required to keep an outline of class procedures, including daily lesson plans, for use by principals, supervisors, and substitute teachers.
- C. Teachers shall be required to keep classes in session each day during school hours and shall not be permitted to dismiss them for any time, however short, without consent of the Principal or the Local Superintendent. Teachers shall dismiss their classes promptly at the appointed time.
- D. Teachers may be expected to help with non-classroom activities, within the contractual day, deemed essential by the Administration to be in the best interest of the students and the efficient operation of the schools.
- E. Unit members shall not be absent from school without prior notification of the Principal, or other automated procedures, except in cases where extreme emergencies make such notification impossible. Unit members may leave their assigned building during their duty-free lunch time, except in cases of emergency the Principal may require a unit member to stay in the building.
- F. Unit members, other than nurses, shall be excluded from being required to perform nursing, medical and/or custodial procedures. Such procedures shall include but not be limited to passing meds, catheterization, toileting, etc. This includes at school camp during which a nurse will be provided by the Board of Education. Pre-K teachers shall perform toileting related duties.
- G. **SUBSTITUTES**
 - 1. In the event of teacher absence, or becoming sick during the work day, it is the responsibility of the District to secure the services of a substitute teacher or obtain class coverage, except in those circumstances when a teacher leaves school, with administrative approval, during the workday for personal reasons other than illness.
 - 2. There will be three (3) classes of substitute teachers:
 - a. Casual substitutes - substitutes hired on an as-needed basis.
 - b. Casual substitutes who are hired to work every day but who work in different positions throughout the school year.

- c. Long-Term Substitute teachers employed to take the place of a unit member absent for part of or the entire school year.

3. Long-Term Substitutes

- a. Long-term substitutes (120 or more days in a school year) shall have no expectation of continued employment beyond the length of service at the time of their employment and said long-term substitutes' employment shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.
- b. If reemployed in the succeeding school year, a long-term substitute will be given salary schedule credit for the year of substitute service.
- c. The provisions of this Agreement regarding evaluations and renewal of teacher contracts shall not apply to long-term substitutes.
- d. Long-term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE 15
CLASS SIZE AND TEACHING CONDITIONS

- A. The Board of Education and the Association agree that class size should be consistent with the standards of quality education.
- B. The parties agree that the maximum number of students in grades 4-5 classrooms will not exceed twenty-seven (27) and the maximum number of students in each Pre-K-3 classroom will not exceed twenty-three (23) students.
 - 1. In grades Pre-K-5 Art, music and physical education will be subject to a class size limit of thirty-five (35) students.
 - 2. Pre-K-5 teachers who exceed the class size limit by one (1) student after January 1st shall be paid \$45.00 per day or a pro-rated amount for the percentage of the day that an additional student is assigned to the teacher (Appendix B).
 - 3. No more than eight (8) students in grades K-3 and no more than nine (9) students in grades 4-5 assigned to any general or co-taught class shall be students on 504 or IEP's (not including students on 504s with asthma, allergy, diabetes, speech, hearing and visual impairment and orthopedic impairment and not including students on IEP's for speech only or orthopedic impairment). During the school year this number cannot be exceeded due to a change brought about by one (1) student unless the teacher agrees. There shall be no reprisals if the teacher refuses to accept more students. This provision does not apply to Pre-K classes.
- C. The parties agree that in grades 6-12 classes will be scheduled such that classroom teachers will not be assigned more than one hundred sixty-two (162) pupils in one (1) day for the purpose of instruction. Every reasonable effort shall be made to keep individual class sizes at no greater than thirty (30) students except where the teacher agrees to accept more than thirty (30) students. There shall be no reprisals against a grades 6-12 unit member who refuses to accept more than thirty (30) students.

1. Art will be subject to a class size limit of thirty-five (35) students per teacher per class, unless the Art teacher agrees to more, and physical education will be subject to a class size limit of forty (40) students per teacher per class. There shall be no reprisals if the teacher refuses to accept more students.
 2. Music and other group activity classes will not be subject to a class size limit.
 3. Classes may exceed the class size limit by agreement between the classroom teacher and the building principal. A SLEA representative may be included in the discussions between the classroom teacher and the building principal if requested by the unit member. 6-12 teachers who agree to exceed the individual class or daily pupil limit shall be paid \$45.00 per day for 1-5 additional students. Unit members will not be paid more than \$45.00 per day for exceeding both the individual class and daily pupil limits.
- D. No more than ten (10) students assigned to any general or co-taught class in grades 6-12 shall be students on 504 or IEP's (not including students on 504s with asthma, allergy, diabetes, speech, hearing and visual impairment and orthopedic impairment and not including students on IEP's for speech only or orthopedic impairment). During the school year this number cannot be exceeded due to a change brought about by one (1) student unless the teacher agrees. There shall be no reprisals if the teacher refuses to accept more students. The administration will make every effort to make classroom assignments and develop schedules which are in full compliance with the provisions of this Article. Should overages occur, all necessary adjustments shall be made within five (5) student days after the administration has been properly notified.
- E. The Employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause an accident, injury or illness to employees. The Employer's Occupational Safety and Health Program shall comply with the requirements of the basic program elements of the Ohio Department of Industrial Relations, Division of Occupational Safety & Health.
- F. The Board of Education and Association recognize the increasing student populations at the Middle School and High School may necessitate staggered scheduling wherein, at the high school for example, the student day could change from eight (8) to nine (9) periods. Such a staggered schedule would cause some unit members to work periods one through eight (1 through 8) while the remaining unit members work periods two through nine (2 through 9).
- If the Board of Education determines that staggered scheduling will not resolve the crowded student population problem the parties agree to reopen negotiations only for the purpose of determining a different flexible schedule. The provisions of Article 1 - Negotiations Agreement, Section (I), shall apply in order to carry out bargaining; however, if the parties are unable to reach agreement on a new schedule before July 1st of each school year in question, the status quo shall be maintained for that school year.
- G. Representatives of the bargaining unit appointed by the Association and the Administration of each building will plan for the contingencies of utility failures, leaks, extreme temperatures and other items as agreed upon. A plan and time limits will be developed by the building administration and unit members appointed by the Association from that building by consensus and will include the option of removal to alternative sites where supervision and facilities are available.

- H. All unit members shall have a duty-free uninterrupted lunch period each day of at least thirty (30) consecutive minutes as required by the Ohio Revised Code.
- I. Each teacher at the elementary level shall be provided with a preparation conference period of forty (40) consecutive minutes per day and each teacher at the middle school and high school shall be provided with a preparation/conference period equal to a class period each day.

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

- J. All grading periods shall end on the last student day of the week. Grades for grading periods 1-3 will be due by 11:59 p.m. on the second (2nd) day students are in attendance following the end of the grading period. Grades for the final grading period will be due on the last teacher workday.

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

- K. Bargaining unit members shall check e-mails daily.
- L. Bargaining unit members will use progress book to post grades and/or comments bi-weekly for parent viewing.
- M. An IT person will be designated for each building.
- N. No later than August 1st of each school year, the Director of Curriculum, the Assistant Superintendent or designee, shall inform all unit members the professional development calendar for the upcoming school year.
 - 1. No later than April of each school year, unit members shall be surveyed as to their wants and needs regarding professional development.
 - 2. The survey results will be used to inform administration in identifying and developing areas of professional development to provide staff with the greatest opportunity for learning and growth, both individually and collectively.
 - 3. Professional development/planning days may be differentiated. Unit members may have more than one option to choose from on any given professional development/planning day.
 - 4. The Administration shall be responsible for planning and delivering quality professional development on eight (8) days as set forth in Article 19 – School Year/School Day.

ARTICLE 16

LENGTH OF CONTRACTS

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

A. CONTRACT SEQUENCE

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

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

B. Continuing Contract

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

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

ARTICLE 17

SERVICE CREDIT

- A. The salary of a unit member is based on years of service. A unit member, continuing to teach in the Southwest Licking Local School District, receives credit for all years of teaching experience which consist of one hundred twenty (120) days in a given year under a unit member's contract appropriate to their academic training level on the salary schedule of the Southwest Licking Local School District (ORC 3317.13).

- B. A unit member, new to the District, receives credit for each year to a maximum of ten (10) years and within the discretion of the Superintendent, up to fifteen (15) years consisting of one hundred twenty (120) days in a given year under a unit member's contract.
- C. Credit is given for each year of active military service up to a maximum of five (5) years with a partial year of eight (8) continuous months or more of service counting as a full year (ORC 3317.13).

ARTICLE 18

EVALUATION

PURPOSE

- A. The purposes of teacher evaluation are:
 - 1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
 - 2. To inform instruction.
 - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.
 - 4. To inform employment decisions.

APPLICATION

- A. The teacher evaluation procedure contained in this agreement applies to "teachers" as defined in ORC 3319.111.
- B. Teachers who receive a final holistic rating of accomplished will be evaluated once every three (3) years, provided there is compliance with the professional growth plan requirements of ORC 3319.111, except when the teacher has applied for a continuing contract or is at the end of their contract cycle. On non-evaluative years only, one (1) observation shall occur of at least thirty (30) minutes at the elementary level, and as close as possible to a class period at the secondary level at a mutually agreed upon time by the principal and teacher. The teacher and principal shall meet within five (5) days to discuss the observation.
- C. Teachers who receive a holistic final rating of skilled will be evaluated once every two (2) years, provided there is compliance with the professional growth plan requirements of ORC 3319.111, except when the teacher has applied for a continuing contract or is at the end of their contract cycle. On non-evaluative years only, one (1) observation shall occur of at least thirty (30) minutes at the elementary level, and as close as possible to a class period at the secondary level at a mutually agreed time agreed upon by the principal and teacher. The teacher and principal shall meet within five (5) days to discuss the observation.
- D. Teachers who receive a final holistic rating of developing or ineffective will be evaluated each year.
- E. Teachers who provide a letter of intent to retire by December 1st will not be evaluated during that school year.

- F. Teachers who have been on an approved leave for fifty percent (50%) of the work days in a year will not be evaluated if agreed upon by the administration.
- G. If the Ohio Revised Code changes the frequency of required evaluations, then the school year following the effective date of change, the district will convert to the minimum time evaluations are required.
- H. All school counselors shall be evaluated under the OSCES evaluation system. All observations/evaluations shall be done utilizing the Ohio Department of Education's (ODE) rubrics, observation, and evaluation forms.
- I. Teachers who are involved in Resident Educator Summative Assessment will not be evaluated if agreed upon by the administration.

CRITERIA FOR ASSESSING TEACHERS PERFORMANCE

- A. The evaluation instrument is incorporated herein and can be found in the OhioES Portal and the District's intranet.
- B. A teacher's performance shall be assessed based on the Educator Standards and the Teacher Performance Evaluation Rubric.
- C. The assessment of a teacher's performance shall be based on the evidence provided by the teacher, the formal observations/walkthroughs by the teacher's assigned evaluator(s), informal conversations, evidence of practice and professionalism, and high-quality student data.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- E. All results and conclusions of an assessment of a teacher's performance shall be documented and supported by evidence.

OBSERVATIONS DURING AN EVALUATION YEAR

- A. Schedule of Observations for the Full Evaluation Cycle
 - 1. A minimum of two (2) formal observations shall be conducted at mutually agreed upon times. A formal observation at the middle school and high school shall last close to one (1) class period but not less than thirty (30) minutes. A formal holistic observation at the elementary schools shall last at least thirty (30) minutes or no greater than sixty (60) minutes. There shall be at least six (6) work weeks between formal observations with the holistic observation occurring during the first (1st) semester and the focus observation occurring during the second (2nd) semester unless mutually agreed upon between the teacher and evaluator. The formal holistic observation shall be completed by November 15th. The focus observation shall be completed by May 1st.
 - a. In addition, the evaluator will indicate a preliminary overall current teacher performance rating based on the combination of each observation/walkthrough sequence to provide the teacher with timely feedback on his/her performance.

B. Observation Conference

1. Mutually agreed upon times will be established to perform a pre-conference meeting, a formal observation, and post conference meeting.
2. Observations shall not disrupt and/or interrupt the classroom learning environment.
3. A pre-conference meeting between the evaluator and the teacher may occur at least three (3) days prior to the observation or less if mutually agreed upon. At this meeting, the teacher and administrator will discuss what the evaluator will observe during observation.
4. A post-observation conference shall take place within five (5) working days following the formal observation. The post-conference discussion between the evaluator and teacher should focus on identified area(s) of support. The evaluator and teacher collaborate to make recommendations on the teacher's Professional Growth Plan or Improvement Plan. Teachers may bring additional evidence for the evaluator to consider.
5. A teacher will be given paperwork within five (5) days of the post-conference.
6. A teacher shall have five (5) days to provide additional evidence for the current observation after being given paperwork.
7. A teacher will acknowledge via email or sign, date, and return the paperwork upon receipt. Signature means the teacher is acknowledging receipt of paperwork not agreement.
8. A teacher shall have five (5) days to provide additional evidence for the current evaluation cycle after receiving the final holistic rating of teacher performance paperwork.
9. As used in this Article, days means days when school is in session. If the teacher or administrator is absent, those days will not be counted.

WALKTHROUGHS

- A. A walkthrough is an informal observation that focuses on one (1) or no more than two (2) of the standards and/or areas of focus.
- B. The walkthrough shall consist of at least five (5) consecutive instructional minutes, but not more than fifteen (15) consecutive minutes in duration.
- C. The teacher shall be provided a copy of the walkthrough form or feedback through OhioES Portal that provides an area of focus no later than five (5) work days following the walkthrough and the evidence will be shared at the post conference.
- D. No more than four (4) walkthroughs shall be conducted in each evaluation cycle unless more are requested and mutually agreed upon between the teacher and administrator.
- E. Walkthroughs shall not disrupt and/or interrupt the classroom learning environment.

HIGH-QUALITY STUDENT DATA (HQSD)

- A. All evaluations shall contain at least two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. Additional measures of HQSD should be based on district provided educational resources and/or curriculum maps.
- B. HQSD shall be used as evidence in any component of the teacher's evaluation.

EVALUATORS

- A. The person who is responsible for assessing a teacher's performance shall be:
 - 1. The teacher's building administrator or Superintendent.
 - 2. In the event a teacher performs work under the supervision of more than one (1) building administrator, both building administrators shall be designated as evaluating administrators.
 - 3. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, Association membership, and/or Association activism.
 - 4. The evaluator shall not be a bargaining unit member.
 - 5. The evaluator will be licensed and credentialed before beginning an evaluation as required by the state.
 - 6. A teacher rated as Accomplished may choose their credentialed evaluator.
 - 7. A teacher rated as Skilled may have input on the selection of their credentialed evaluator.

ORIENTATION OF TEACHERS DURING AN EVALUATION YEAR

- A. Not later than September 15th, each teacher shall be notified in writing of the intent to evaluate and the name and position of his/her evaluator. In the case of a new teacher or one reassigned after the beginning of the work year, he/she shall be notified within ten (10) days of the first day of employment or reassignment.
- B. The evaluator(s) assigned to a teacher at the beginning of a school year shall be the only evaluator(s) for that teacher for all aspects of the evaluation procedure, unless:
 - 1. An unforeseen emergency arises and a new evaluator must be chosen, with the mutual agreement of the Association President or Co-Presidents and the Superintendent or
 - 2. In a situation where either an administrator or a teacher is not available, a teacher can choose to pause their OTES process or continue with a new evaluator.
- C. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

- D. Building Administrators will be responsible for providing an explanation of those appraisal procedures individually or in group sessions to all persons being evaluated prior to any formal observations or walkthroughs being conducted. Unit members who have been through the evaluation process may waive this right at their own discretion.

SCHEDULE OF EVALUATION

- A. No teacher shall be evaluated more than once annually.
- B. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted annually by May 1st.
- C. The evaluation cycle shall be completed no later than May 1st, and the teacher being evaluated shall receive a written report of the results of said evaluation cycle through OhioES Portal, including the determined final holistic rating of teacher effectiveness, at the final post conference and not later than May 10th.

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> • Developing teachers from previous observation cycle • Ineffective teachers from previous observation cycle • New employees to the district • Employees in final year of contract • Accomplished teachers once every three (3) years* • Skilled teachers once every two (2) years* <p>*except when a teacher is in the final year of a limited contract</p>	<ul style="list-style-type: none"> • Accomplished teachers from previous evaluation cycle** • Skilled teachers from previous evaluation cycle** <p>**In compliance with R.C. 3319.111(C)(2).</p>

Components of evaluation cycle

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> • Professional growth or improvement plan • Formal Holistic Observation followed by conference • Classroom Walkthroughs (minimum of two (2)) • Formal focused Observation-Emphasis on Focus area(s) • Final holistic conference 	<ul style="list-style-type: none"> • Professional growth plan • One thirty (30) minute observation • One (1) conference; with discussion on PGP

FINALIZATION OF EVALUATION

- A. At the completion of the evaluation cycle, and no later than May 10th, a conference shall be held between the teacher and the evaluator to enter the final holistic rating of teacher effectiveness.
- B. The district shall only enter into OhioES Portal the minimum amount of information required by the state.
- C. The following will be placed in member permanent files: Final Holistic Rating of Teacher Effectiveness from OhioES Portal, professional growth plan OR improvement plan.
- D. The bargaining member can attach additional information to their final holistic rating of teacher effectiveness.
- E. The Principal or Superintendent shall make a final recommendation for the purpose of contract renewal as required by the Superintendent.

WRITTEN REPORT

- A. Completion of Evaluation Cycle
 - 1. The final holistic rating shall be based upon evidence gathered during the walkthroughs and observations which are conducted for the current school year, informal conversations, evidence of practice and professionalism, and high-quality student data.
 - 2. The evaluation shall acknowledge, through the evidence gathered, the performance strengths of the teacher evaluated as well as performance deficiencies, if any. A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the Performance Rubric.
 - 3. The evaluator shall provide evidence of all data used to support the conclusions reached in the formal evaluation report.
 - 4. A teacher shall be given one (1) paper copy of all information and documents obtained through the evaluation process.
 - 5. The evaluation report shall be signed by the evaluator and given to the teacher during the final holistic rating meeting.

PROFESSIONAL GROWTH PLANS

Will be completed annually for the following teachers:

- A. Teachers who receive a final holistic rating of teacher effectiveness as accomplished, skilled, or developing, as well as teachers new to the district, will complete professional growth plans. A meeting will be held by May 15th to discuss evidence from the growth plan and discuss the teacher's new professional growth plan for the following school year.

IMPROVEMENT PLAN, INSTRUCTIONAL COACHES AND SUPPORTING MEMBERS

- A. Professional Development

Waiver/Professional Development Training Days may have differentiated instruction for members to choose sessions related to their practice.

B. Improvement Plan

1. Teachers may be placed on an Improvement plan in the following circumstances:
 - receive a final holistic rating of teacher effectiveness of ineffective.
 - receive a deficiency in any of the individual domains of the Teacher Performance Rubric.
2. A teacher on an improvement plan may request the assistance of an instructional coach. Such request shall be granted.
3. An improvement plan will be created that shall include reasonable release time for the instructional coaches to assist the unit member.

INSTRUCTIONAL COACHES

- A. The instructional coach shall not have a formal evaluation role.
- B. The coach's role is to support the growth of the educator through formative tools and practices.
- C. An instructional coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and their activities are not part of the evaluation process.
- D. No instructional coach shall be requested or directed to divulge information from the written documentation or confidential instructional coach/mentee discussions.
- E. All interaction, written or oral, between the instructional coach and the teacher shall be regarded as confidential.

SUPPORTING MEMBERS

- A. The Association may have members who complete the OTES training voluntarily and may choose to act as a resource for members.

DUE PROCESS

- A. A conference with the Superintendent to include the person being evaluated and the evaluator should occur for any person whose renewal of contract is questionable as of January 15th. This conference will be held prior to January 30th.
- B. Teachers may provide additional evidence to justify a final holistic rating of teacher effectiveness different than what was initially given by the evaluator within five days (5) of receiving written documentation.
- C. The teacher may bring an Association representative during all phases of the evaluation cycle. It is the responsibility of the teacher to request Association representation.
- D. Each teacher shall have the opportunity to review the teacher performance score in order to ensure accuracy in reporting. If the teacher believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

- E. If a unit member believes that any of the procedures set forth in this Article have been violated, misinterpreted or misapplied, the unit member shall notify the evaluator according to Article 4 – Grievance Procedure.
- F. Failure to comply with this section does not preclude non-renewal action by the Board on or before June 1st.

STATUTE CHANGES

- A. Except as otherwise indicated in this Article, in the event legislative action by the Ohio General Assembly occurs at or after this Negotiated Agreement becomes effective, that impacts teacher evaluations, and that requires modification to this Negotiated Agreement to conform to the new statute, the parties to this Negotiated Agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this Negotiated Agreement. If the parties determine adjustments are appropriate, the parties may agree to reopen negotiations for purposes of this Article only.

DEFINITIONS

- A. **Evaluation Procedure**

The procedural requirements set forth in this Negotiated Agreement to provide specificity to the statutory obligations established under Sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

- B. **Ohio Teacher Evaluation System (OTES)**

The teacher evaluation system that is codified under Sections 3319.111 and 3319.112 of the Ohio Revised Code.

- C. **Teacher of Record**

The teacher who records attendance of the student and grades are given regularly.

- D. **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 of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator, informal conversations, evidence of practice and professionalism, and high-quality student data. Teacher performance results are reported as a teacher performance rating that may be assessed or coded as Accomplished, Skilled, Developing, or Ineffective.

- E. **Superintendent**

As used in this Negotiated Agreement, "Superintendent" shall refer to the Local Superintendent of Southwest Licking Local Schools or his/her designee if applicable.

- F. **Instruction Coach**

Unit member who works collaboratively to support a member in their practice and whose activities are not part of the evaluation process.

ARTICLE 19
SCHOOL YEAR/SCHOOL DAY

THE SCHOOL CALENDAR WILL INCLUDE:

173 Student Days

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

183 Days

- 3 Three (3) professional development/planning days which will consist of staff development and individual planning. One (1) professional development/planning day will be held on the last day of the first three (3) grading periods. If a test day or test make-up day falls on the last day of a nine (9) week period, the development/planning day will be held on the next school day. Professional development will be conducted from 8:00 a.m. – 11:10 a.m., lunch will be from 11:10-12:10 and individual planning will be conducted from 12:10 to 3:30 p.m.

186 Total Days — There will be no early release days

- A. Each school year, one (1) of the five (5) waiver/professional development training days will be a non-work day for unit members in exchange for participation in six (6) hours of school related activities scheduled outside the regular contractual day. As part of the six (6) hours, unit members must attend a two (2) hour open house in their building unless otherwise excused by the administration. Throughout the remaining school year, unit members will be required to choose additional hours of school related activities scheduled outside the regular contractual day to meet the six (6) hour requirement. A list will be provided by their respective building administration that indicates both the date and time allotment for each activity.
- B. Before the Board adopts a school calendar, the Association President or Co-Presidents shall have an opportunity to review and provide input. No changes shall be made in the school calendar after it has been adopted by the Board of Education without at least ten (10) school days notification in writing to the Association. The Association shall have an opportunity to present to the Board of Education its suggestions regarding any changes before changes are adopted. Five (5) calamity days will be built into the school calendar. Unit members will not be required to make up the first five calamity days.
- C. The length of the school day for students in grades Pre-K - 12 shall not exceed six (6) hours and fifty (50) minutes. The length of the work day for certificated staff shall not exceed seven (7) hours and thirty (30) minutes with a common start and end time by building. The start time for unit members shall be ten (10) minutes prior to the start of the student school day, and the end time shall be thirty (30) minutes after the end of the student school day. The ten (10) minutes prior to and the thirty (30) minutes after the student school day may be used at the direction of the administration for unit member meetings. However, unit members shall not be scheduled for more than four (4) mandatory meeting per month with the exception of IAT, IEP, MFE and/or 504 conferences and the meetings permitted in this Article Section (E)

below. The Building Leadership Team (BLT) will work with the administration to create meeting schedules. The meeting schedules shall be created for a minimum of one (1) month in advance of the meetings and can be created for a longer period of time. The meeting schedules for the first (1st) month of a new school year shall be created in the spring of the prior school year.

- D. Building Principals and the Director of Pupil Services will employ substitutes to cover special and regular education teachers during the school day when those teachers are needed for IAT, IEP, MFE, 504 conferences.
- E. The Building Principal or the Superintendent may schedule one (1) meeting per month after the teacher workday. This meeting is not to last more than sixty (60) minutes. In the event of an emergency, the Superintendent may call more than the number of meetings set forth in this Article.

ARTICLE 20

REDUCTION IN FORCE

- A. When the Board determines that it will be necessary to reduce the number of teachers because of decreased enrollment, territorial changes affecting the district, return to duty of regular teachers after leave of absence, or financial reasons, a reasonable Reduction In Force (RIF) may be made. A RIF may only occur at the end of a school year except in the case of financial reasons which may occur at any time.
- B. The Superintendent shall notify the Association of the reasons for any anticipated staff reductions. The Association President or Co-Presidents will be provided with the following prior to the Board acting on his/her RIF recommendation:
 - 1. The provisions of Article 10 – Seniority, Section (E), including providing information to the Association President or Co-Presidents/designee shall be followed. The seniority list provided for in Article 10 – Seniority, Section (E) shall include contract status of all bargaining unit members, teaching field, total years of service in the bargaining unit and all areas of certification.
 - 2. For purposes of reduction in staff, any and all certificated/licensed teachers who are certified/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure.
 - 3. The Association President or Co-Presidents will also be provided final holistic evaluation rating for unit members.
 - 4. A list of positions to be reduced.
 - 5. The reasons for such reductions.
- C. The Superintendent shall recommend which positions shall be affected and which teachers shall be laid off. The Superintendent will use the following criteria in recommending which teachers are to be laid off:
 - 1. The Board may make any reductions in force first through attrition.

2. Any reduction in force shall proceed using the following procedures and criteria:

Bargaining unit members shall be placed in one (1) of three (3) groups for the purpose of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," and "Group Three." Members within each Group shall be deemed "comparable," except that members under continuing contracts shall be given preference over all members under limited contracts within the same Group.

- a. Group One shall be comprised of all members who were rated "Ineffective" on their evaluation using the calculation set forth below;
- b. Group Two shall be comprised of all members who were rated "Developing" on their evaluation using the calculation set forth below; and
- c. Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.

3. Any reduction in force shall begin with members in Group One, followed by Group Two, and finally, Group Three.

The teachers' final holistic rating shall determine which group the teacher is in. Teachers shall be placed in the aforementioned groups based upon an average of the three (3) most recent holistic ratings calculated as follows:

- Ratings of Accomplished shall equal four (4) points;
- Ratings of Skilled shall equal three (3) points;
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

The sum of the teachers' most recent three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate Group based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ($2 + 3 + 3 = 8 / 3 = 2.666$ which is rounded to 3 = Skilled).

Experienced teachers new to the District shall have their ratings from their prior district used in the calculation. First and second year teachers shall be placed in Group One. Third year teachers shall have their two (2) years' scores averaged for placement in the appropriate Group.

Teachers who are rated "Accomplished" and who are evaluated once every three years shall be deemed to be "Accomplished" (i.e. shall receive 4 points) for the years in which they are not evaluated.

Teachers who are rated "Skilled" and who are evaluated once every other year shall be deemed to be "Skilled" (i.e. shall receive 3 points) for the years in which they are evaluated.

The order of the reductions within each Group shall be:

- a. Members under limited contracts beginning with the least senior; and then,

- b. Members under continuing contracts beginning with the least senior.
- 4. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.
- D. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected employees.
- E. The following procedures will be used in the recall process:
 - 1. Teachers who were employed under a continuing or limited contract when laid off shall have recall rights for a period of twenty-four (24) months from the effective date of the layoff unless:
 - a. recall rights are waived in writing by the teacher;
 - b. a resignation is offered by the teacher; or
 - c. the teacher fails to accept the position to which he/she has been recalled.
 - 2. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certificated/licensed to perform the work in question.
 - 3. Notice of recall will be by electronic mail and/or certified mail to the last address given to the Board by the teacher. The teacher has ten (10) days after receipt of the notice of recall to indicate acceptance or not. No acknowledgment of the notice within fifteen (15) days of the date it was sent or mailed will be the same as refusal.
 - 4. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason having declined recall to a position that is less than full-time or, if the unit member was not employed full-time just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the district.
 - 5. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF.
- F. No bargaining unit member will be suspended through a RIF as a result of the Digital Academy through June 30, 2024.

SECTION IV – LEAVES

ARTICLE 21 **SICK LEAVE**

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

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

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

J. **Recognition for outstanding achievement:**

A unit member shall receive one-half (½) day’s pay if he/she uses no more than three (3) sick days during the school year.

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

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

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

In the event of a death of a bargaining unit member any time during the school year, the bargaining unit member shall receive the sick leave bonus, if eligible. The sick leave bonus shall be paid in accordance with Article 37 - Severance, Section (C).

ARTICLE 22

MATERNITY/PATERNITY/ADOPTION LEAVE

A. **MATERNITY LEAVE**

A pregnant unit member may use up to twelve (12) weeks of unused accumulated sick leave as maternity leave with the option of using a maximum of fifteen (15) of those days prior to birth. In order to be granted sick leave due to pregnancy beyond the twelve (12) weeks period stated in this paragraph, a physician’s statement will be required.

If the birth occurs between the last contracted work day of a school year and the first contracted day of the subsequent school year, she may not postpone leave until the beginning of the subsequent school year.

B. **PATERNITY LEAVE**

The use of sick leave for paternity purposes shall be up to six (6) weeks after the birth of a child. If the birth occurs during the period indicated in Section (A) above, the Paternity Leave may not be postponed.

C. **ADOPTION LEAVE**

A unit member may be granted adoption leave charged to their sick leave for eight (8) weeks prior to and eight (8) weeks following the adoption of a child or children. If the adoption occurs during the period indicated in Section (A) above, the Adoption Leave may not be postponed.

ARTICLE 23

SICK LEAVE BANK

There will be a Sick Leave Bank (SLB) for unit members to be established and administered as follows:

A. PURPOSE

In the event a unit member has a catastrophic illness or injury and has exhausted all of his/her sick leave accumulation and has been advanced five (5) sick days, the unit member may request sick leave days that have been voluntarily donated to the SLB. For purposes of this Article “catastrophic” shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences. SLB days will be approved to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. SLB usage is limited to catastrophic illness or injury of the unit member, spouse, children, parents, adult children, grandparents, siblings, corresponding step and in-law relations, and same sex domestic partners if recognized by Ohio state law.

B. ELIGIBILITY

In order to be eligible to receive sick leave days from the SLB, a unit member must be enrolled in the school year s/he submits an application.

C. ENROLLMENT

1. All donations to the SLB shall be voluntary. Unit members wishing to participate in the SLB are required to fill out a one-time enrollment form. Once a unit member elects to join the SLB, they shall be considered a permanent participant unless a written notice of withdrawal is provided to the Sick Leave Bank Committee (SLBC) of his/her intent to withdraw. Enrollment in the SLB shall be continuous from year to year unless a unit member withdraws. Withdrawals are accepted only during an enrollment period in August, and only upon written notice by the unit member to the SLBC of his/her intent to withdraw. If a unit member withdraws from the SLB, s/he is not eligible to use the SLB that school year and until they re-enroll during the August window of enrollment.
2. Unit members not in the SLB who wish to participate must complete the enrollment form during the month of August, and donate one (1) full sick day. A unit member cannot join the bank midyear unless s/he begins active service after the first fifteen (15) days of the teacher work year or is a first (1st) year employee in the District with no sick leave accumulation transferred to the District. In such a case, he/she shall be allowed to join the SLB by completing the form within the first thirty (30) days of their employment. Enrollment forms must be submitted to a member of the SLBC.
3. Days contributed to the SLB are non-returnable.
4. Contributions to the SLB shall not count against a unit member’s record of attendance.

D. USAGE

1. An application for an allotment from the SLB will be accepted only from eligible unit members who have enrolled and contributed to the SLB that school year.
2. The unit member needs to submit an application to a member of the SLBC.

3. Allotments will be limited to use for illness or injury as defined in Section (A), Purpose. A doctor's statement may be required in order for the request to be considered or approved.
4. If additional time is needed, the unit member must submit another application.
5. Each injury or illness will be treated as a separate application, as determined by the SLBC.
6. Days allotted from the SLB will be paid at one hundred percent (100%) of the unit member's daily rate of pay. Allotments from the SLB will be made only for absences under a unit member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time, supplemental or second position held by a unit member with a full-time contract.
7. Unused SLB days will accumulate from year to year.
8. If the total days remaining in the SLB reach thirty (30) or less, a donation of one-half (½) day of sick leave will be taken from every enrolled unit member. Unit members will be notified by email before the one-half (½) day is taken.

The maximum number of days to be issued from the SLB in any one school year will be equal to one-half (½) the number of unit members as counted on September 1st of the school year.

9. The SLB shall not be used as a means for increasing retirement compensation.
10. In no case shall the SLB prevent or prolong a unit member from applying for and going on disability retirement. The SLBC may require a unit member to apply for STRS disability as a condition of approval or for continuance of approval.

E. **SICK LEAVE BANK COMMITTEE**

1. The SLBC shall be a five (5) member Committee comprised of three (3) Association Executive Committee members as standing committee members with two (2) floating members selected by the standing committee members. All decisions of the SLBC are final and not subject to appeal.
2. The SLBC shall review and approve or deny all applications to the SLB. The SLBC shall also determine the necessity for additional contributions to the SLB and shall notify SLB members of the intent to deduct sick leave contributions, pursuant to Section (D)(8).
3. The SLBC shall be responsible for reporting data concerning the SLB to the district Treasurer.
4. The SLBC shall review the operation of the SLB, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board in February of the year the contract is set to expire.

ARTICLE 24

PROFESSIONAL LEAVE

A. PROVISIONS

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

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

B. CONDITIONS

1. The extent of professional leave available shall be governed by an annual professional leave budget assigned to each building upon recommendation of the Superintendent and approved by the Board of Education.
2. Requests for leave shall be submitted on proper forms at least two (2) weeks prior to the date of leave. If disapproved, reason for disapproval will be given to the unit member. No more than ten percent (10%) of the total unit members in a building may use professional development leave on the same day unless approved by the Superintendent or designee.
3. The request for leave shall include an estimate of expenses which shall be limited to transportation, lodging and registration fee and a brief outline of the objectives of this particular professional participation. If the request includes a registration fee, such fee shall be paid by the Board of Education in advance of the leave.
4. Visitations of unit members to other schools or programs shall be a part of the professional leave program.
5. Payment for actual expenses, as specified in (3.) above, will be made upon submission of a Professional Leave Expense Report along with the necessary accompanying receipts. The Board of Education is obligated to pay no more than the estimated expenses submitted in the Professional Leave Request Form. The Board of Education will be obligated for any expenses which are more than the estimated amount only upon the approval of the Superintendent.

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

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

ARTICLE 25

MILITARY LEAVE

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

ARTICLE 26

COURT LEAVE

- A. Unit members shall be granted leave with pay for jury duty or subpoenaed court appearance.
- B. The unit member shall be paid the difference between pay received for such appearance exclusive of mileage reimbursement and the unit member's regular salary for the number of days involved.
- C. The unit member is required to submit to the Treasurer verification of performance of such duty and payment received, or in lieu of payroll deduction, can endorse the check for court appearance over to the Board of Education.
- D. Unit members called for jury duty or subpoenaed for a court appearance shall notify their immediate Supervisor and/or Building Principal as soon as possible following receipt of such notice.
- E. Leave for criminal or traffic related court proceedings will be limited to five (5) days of leave per incident.

ARTICLE 27
UNPAID LEAVE OF ABSENCE

A. UNPAID LEAVE

1. Upon written request of a unit member of the Southwest Licking Local School District, with permission of the Board of Education upon the recommendation of the Superintendent, the unit member may be granted a leave of absence for a period of one (1) school year. A leave of absence may be extended for one (1) additional year upon approval of the Board of Education.
2. Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity, or adoption may be granted in accordance with Paragraph 1.
3. While on leave, subject to approval of the insurance carrier, the unit member may participate in the group insurance program offered to regular unit members by paying the total cost of the premium to the Board of Education. Terms of such payment to be established by the Treasurer of the Board of Education. Such terms shall allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.
4. Seniority status of the unit member shall not be interrupted by a leave of absence, but the period of leave shall not count toward accumulated seniority. A leave of absence shall place in abeyance for the period of the leave, Article 16 - Length of Contracts, (i.e., a unit employee who has a five (5) year limited contract and who requests a leave of one (1) year following the third (3rd) year of that contract returns to the District with two (2) years remaining on that contract).
5. Limited contract unit members, planning to resume their duties at the expiration of their leave of absence, shall notify the Superintendent by March 30th prior to the beginning of the school year of their intention to return to duty.
6. Upon the return of a unit member from a leave of absence, the Board of Education may non-renew the contract of a person hired exclusively for the purpose of replacing the unit member who was on leave.
7. Unit members on leave shall resume their duties at the beginning of the school year unless otherwise approved by the Board of Education.
8. A unit member taking a leave of absence cannot be guaranteed return to the same position held prior to the leave of absence.

B. SABBATICAL LEAVE

1. Upon written application made not later than March 1st, of any school year, and with the approval of the Superintendent and the Board of Education, not more than three (3) unit members shall be granted sabbatical leaves for the following school year. Return from leave shall be at the beginning of a year.

2. All applications for sabbatical leaves will be reviewed for recommendation to the Superintendent and the Board of Education by a committee consisting of two (2) representatives of the Board of Education and two (2) representatives of the Association. The committee shall consider, among other qualifications, the following:
 - a. The value of the proposed program to the Southwest Licking Local Schools, its pupils, and the individual applicant.
 - b. The proposed program of the applicant as related to professional graduate study or research.
 - c. The applicant's total length of service with the Southwest Licking Local Schools.
3. Unit members approved for sabbatical leave will be notified of their approval by May 1st or as soon thereafter as possible.
4. Eligibility
 - a. A unit member must have taught in the Southwest Licking Local Schools for at least five (5) years.
 - b. No additional leave shall be granted to the same unit member prior to five (5) additional years of service in the District after return from completion of the prior leave. No such leave shall be granted a second time to the same unit member when other eligible unit members have applied who have not yet received such leave.
 - c. Sabbatical leave will not be granted unless a satisfactory substitute is available.
 - d. Unit members requesting such leaves must accompany their application with a detailed plan for the use of their sabbatical leaves. Within sixty (60) days after the expiration of his/her leave, a unit member will make a written report to the Superintendent detailing the use which was made of his/her leave. If the leave was granted for graduate study, the unit member will present to the Superintendent a transcript from the university or college attended.
5. As a condition of being granted sabbatical leave, the unit member must agree in writing to return to the employment of the Board of Education for at least one (1) year.
6. A unit member returning from sabbatical leave will be reassigned to the same position if available, or similar position in keeping with his/her area(s) of certification.
7. An earlier termination of the agreed to length of leave, if requested in writing by the unit member, shall be at the discretion of the Superintendent.
8. A unit member granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.

9. Unit members granted sabbatical leave shall continue on the unit member roster and be eligible for insurance benefits, medical, dental and life. The Board of Education will pay fifty percent (50%) of the cost of the unit member's health insurance in effect at the time application is made for sabbatical leave. The unit member will pay his/her portion of the premium to the Board of Education's Treasurer one (1) week prior to the date the Board of Education normally pays the premium to the company. The method of payment selected shall be made by the unit member and submitted in writing to the Board of Education Treasurer at least twenty-one (21) calendar days prior to beginning the leave.

ARTICLE 28

PERSONAL LEAVE

- A. Each unit member of the School District shall be granted three (3) days unrestricted personal leave each school year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave.
- B. Whenever possible, Request for Personal Leave forms should be completed forty-eight (48) hours prior to the absence. In the case where this is not possible, the Request for Personal Leave form should be completed as soon after the absence as possible.
- C. In a non-emergency situation, a unit member may be asked to reschedule personal leave in the event it would result in an excessive number of unit members being out of an individual building on a given day.
- D. The personal leave bonus shall be paid at one hundred dollars (\$100.00) times any remaining unused personal leave balance. A unit member shall be permitted to roll over one (1) personal leave day to sick leave day. Unit members that roll over a personal leave day to a sick leave day shall not receive the one hundred dollars (\$100.00) for the rolled over day.

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

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

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

In the event of a death of a bargaining unit member any time during the school year, the bargaining unit members shall receive the personal leave bonus, if eligible. The personal leave bonus shall be paid in accordance with Article 37 - Severance, Section (C).

ARTICLE 29

ASSAULT LEAVE

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

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

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

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

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

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

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

ARTICLE 30

TEACHER ENTRY-YEAR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program is currently administered by LCESC.

B. DEFINITIONS

1. Resident Educator Program

A four-year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

2. Resident Educator Mentor

A mentor is a teacher trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a resident educator.

3. Resident Educator

A resident educator is a teacher employed under a resident educator license.

4. **Resident Educator Program Coordinator**

A person who is selected by the district to manage the Resident Educator Program.

5. **District Lead Mentor**

A member designated by the Superintendent or his/her designee after consideration of recommendation by the Association President or Co-Presidents.

6. **Formative Assessment**

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. **RESIDENT EDUCATOR MENTOR**

1. Qualifications

- a. The resident educator mentor teacher must have at least five (5) years teaching experience.
- b. A resident educator mentor must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring program.
- c. A resident educator mentor teacher must hold a valid certificate/license.
- d. A resident educator mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Selection

- a. Unit members will apply by completing the district committee form in the spring per district committee deadlines. Those approved for consideration will be forwarded to the Lead Mentor who will work with the building principal to assign mentors.

3. Responsibilities

- a. The resident educator mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.
- b. The Resident Educator mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- c. The Resident Educator mentor shall be assured of professional release time during the work day to meet with the assigned Resident Educator, attend mandated Resident Educator Program meetings, and to complete the necessary observations required in the program.
- d. The Resident Educator mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator mentor.

- e. The maximum number of resident educators a Resident Educator mentor can have is one (1) for REyr1, four (4) for REyr2, and ten (10) for REyr3/REyr4.

D. RESIDENT EDUCATOR

1. The Resident Educator shall be assured of professional release time during the work day to meet with their assigned Mentor, attend mandated Resident Educator Program meetings, and to complete the necessary observations required in the program.
2. The Resident Educator may exercise the option to request a new Mentor. If a new Mentor is assigned, the former Mentor shall have his/her supplemental contract terminated without recourse to either party. Both Mentors shall receive a pro-rated share of the former Mentor's supplemental salary.

E. COMPENSATION

1. The Board shall assume the cost of any training as well as provide release time to attend said training if required.
2. A stipend of seven hundred dollars (\$700.00) per year will be paid for Year 1 Mentors for each Resident Educator they mentor. A stipend of three hundred fifty dollars (\$350.00) for Year 2 for each Resident Educator they mentor will be paid. A Year 3 Facilitator will receive twenty-five dollars (\$25.00) for each Resident Educator they help facilitate. The Lead Mentor will receive a stipend of one thousand dollars (\$1,000.00) for the duties s/he performs each year. If at any time the LCESC decides to increase these stipends the district agrees to the increase.

F. CONFIDENTIALITY OF THE MENTORING PROCESS

1. All interaction, written or oral, between the Resident Educator mentor and resident educator shall be regarded confidential. Any violation of this tenet by the Resident Educator mentor shall constitute grounds for immediate removal from the role as Resident Educator mentor and result in a newly assigned Resident Educator mentor.
2. The Resident Educator mentor-resident educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the resident educator's performance.
3. All information, written or oral, shall not be used in any employment or reemployment situation by the Board and shall be confidential between the Resident Educator mentor and resident educator.

G. MISCELLANEOUS

1. Should, at any time in the future, the Licking County program cease to exist or the school district choose not to participate in the ESC program, a joint committee shall develop a District Level Entry Year Mentor Program. The committee shall be comprised of the lead mentor, two (2) members selected by SLEA and two (2) members selected by the Superintendent.

SECTION V – FINANCIAL

ARTICLE 31 **SALARY SCHEDULE**

The base salary for the term of this agreement will be increased Year 1 by two and one-half percent (2.5%), Year 2 by two and one-quarter percent (2.25%) and Year 3 by two and one quarter percent (2.25%).

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

INDEX				
<u>YEARS OF SERVICE</u>	<u>BACHELORS DEGREE</u>	<u>BACHELORS W/150 HOURS</u>	<u>MASTERS DEGREE</u>	<u>MASTERS +30 &/OR MASTERS W/200 HOURS</u>
0	100.00	104.00	110.00	120.00
1	104.00	108.50	115.00	125.50
2	108.00	113.00	120.00	131.00
3	112.00	117.50	125.00	136.50
4	116.00	122.00	130.00	142.00
5	120.00	126.50	135.00	147.50
6	124.00	131.00	140.00	153.00
7	128.00	135.50	145.00	158.50
8	132.00	140.00	150.00	164.00
9	136.00	144.50	155.00	169.50
10	140.00	149.00	160.00	175.00
11	144.00	153.50	165.00	180.50
12	148.00	158.00	170.00	186.00
13	152.00	162.50	175.00	191.50
14	156.00	167.00	180.00	197.00
15			185.00	202.50
18			190.00	208.00
20	160.00	171.50	195.00	213.50
23	164.00	176.00	200.00	219.00
27	168.00	180.50	205.00	224.50
30			210.00	230.00

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

Southwest Licking Local School District
Salary Schedule
Effective July 1, 2021 Through June 30, 2022

Years of Service	Bachelors Degree	Bachelors W/150 Hours	Masters Degree	MA+30 or W/200 Hrs
0	\$ 40,203	\$ 41,811	\$ 44,223	\$ 48,244
1	\$ 41,811	\$ 43,620	\$ 46,233	\$ 50,455
2	\$ 43,419	\$ 45,429	\$ 48,244	\$ 52,666
3	\$ 45,027	\$ 47,239	\$ 50,254	\$ 54,877
4	\$ 46,635	\$ 49,048	\$ 52,264	\$ 57,088
5	\$ 48,244	\$ 50,857	\$ 54,274	\$ 59,299
6	\$ 49,852	\$ 52,666	\$ 56,284	\$ 61,511
7	\$ 51,460	\$ 54,475	\$ 58,294	\$ 63,722
8	\$ 53,068	\$ 56,284	\$ 60,305	\$ 65,933
9	\$ 54,676	\$ 58,093	\$ 62,315	\$ 68,144
10	\$ 56,284	\$ 59,902	\$ 64,325	\$ 70,355
11	\$ 57,892	\$ 61,712	\$ 66,335	\$ 72,566
12	\$ 59,500	\$ 63,521	\$ 68,345	\$ 74,778
13	\$ 61,109	\$ 65,330	\$ 70,355	\$ 76,989
14	\$ 62,717	\$ 67,139	\$ 72,365	\$ 79,200
15	\$ 62,717	\$ 67,139	\$ 74,376	\$ 81,411
18	\$ 62,717	\$ 67,139	\$ 76,386	\$ 83,622
20	\$ 64,325	\$ 68,948	\$ 78,396	\$ 85,833
23	\$ 65,933	\$ 70,757	\$ 80,406	\$ 88,045
27	\$ 67,541	\$ 72,566	\$ 82,416	\$ 90,256
30	\$ 67,541	\$ 72,566	\$ 84,426	\$ 92,467

Southwest Licking Local School District
Salary Schedule
Effective July 1, 2022 Through June 30, 2023

Years of Service	Bachelors Degree	Bachelors W/150 Hours	Masters Degree	MA+30 or W/200 Hrs
0	\$ 41,108	\$ 42,752	\$ 45,219	\$ 49,330
1	\$ 42,752	\$ 44,602	\$ 47,274	\$ 51,591
2	\$ 44,397	\$ 46,452	\$ 49,330	\$ 53,851
3	\$ 46,041	\$ 48,302	\$ 51,385	\$ 56,112
4	\$ 47,685	\$ 50,152	\$ 53,440	\$ 58,373
5	\$ 49,330	\$ 52,002	\$ 55,496	\$ 60,634
6	\$ 50,974	\$ 53,851	\$ 57,551	\$ 62,895
7	\$ 52,618	\$ 55,701	\$ 59,607	\$ 65,156
8	\$ 54,263	\$ 57,551	\$ 61,662	\$ 67,417
9	\$ 55,907	\$ 59,401	\$ 63,717	\$ 69,678
10	\$ 57,551	\$ 61,251	\$ 65,773	\$ 71,939
11	\$ 59,196	\$ 63,101	\$ 67,828	\$ 74,200
12	\$ 60,840	\$ 64,951	\$ 69,884	\$ 76,461
13	\$ 62,484	\$ 66,801	\$ 71,939	\$ 78,722
14	\$ 64,128	\$ 68,650	\$ 73,994	\$ 80,983
15	\$ 64,128	\$ 68,650	\$ 76,050	\$ 83,244
18	\$ 64,128	\$ 68,650	\$ 78,105	\$ 85,505
20	\$ 65,773	\$ 70,500	\$ 80,161	\$ 87,766
23	\$ 67,417	\$ 72,350	\$ 82,216	\$ 90,027
27	\$ 69,061	\$ 74,200	\$ 84,271	\$ 92,287
30	\$ 69,061	\$ 74,200	\$ 86,327	\$ 94,548

Southwest Licking Local School District
Salary Schedule
Effective July 1, 2023 Through June 30, 2024

Years of Service	Bachelors Degree	Bachelors W/150 Hours	Masters Degree	MA+30 or W/200 Hrs
0	\$ 42,033	\$ 43,714	\$ 46,236	\$ 50,440
1	\$ 43,714	\$ 45,606	\$ 48,338	\$ 52,751
2	\$ 45,396	\$ 47,497	\$ 50,440	\$ 55,063
3	\$ 47,077	\$ 49,389	\$ 52,541	\$ 57,375
4	\$ 48,758	\$ 51,280	\$ 54,643	\$ 59,687
5	\$ 50,440	\$ 53,172	\$ 56,745	\$ 61,999
6	\$ 52,121	\$ 55,063	\$ 58,846	\$ 64,310
7	\$ 53,802	\$ 56,955	\$ 60,948	\$ 66,622
8	\$ 55,484	\$ 58,846	\$ 63,050	\$ 68,934
9	\$ 57,165	\$ 60,738	\$ 65,151	\$ 71,246
10	\$ 58,846	\$ 62,629	\$ 67,253	\$ 73,558
11	\$ 60,528	\$ 64,521	\$ 69,354	\$ 75,870
12	\$ 62,209	\$ 66,412	\$ 71,456	\$ 78,181
13	\$ 63,890	\$ 68,304	\$ 73,558	\$ 80,493
14	\$ 65,571	\$ 70,195	\$ 75,659	\$ 82,805
15	\$ 65,571	\$ 70,195	\$ 77,761	\$ 85,117
18	\$ 65,571	\$ 70,195	\$ 79,863	\$ 87,429
20	\$ 67,253	\$ 72,087	\$ 81,964	\$ 89,740
23	\$ 68,934	\$ 73,978	\$ 84,066	\$ 92,052
27	\$ 70,615	\$ 75,870	\$ 86,168	\$ 94,364
30	\$ 70,615	\$ 75,870	\$ 88,269	\$ 96,676

ARTICLE 32

CO-CURRICULAR SALARY SCHEDULE

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

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

GROUP I

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

GROUP II

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

GROUP III

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

GROUP IV

7th Grade Boys Basketball
7th Grade Girls Basketball

8th Grade Boys Basketball
8th Grade Girls Basketball
Asst. Boys Track
Asst. Girls Track
Asst. Volleyball
H.S. Yearbook (if no Print Production classis scheduled)
Head Boys Tennis
Head Girls Tennis
Head Golf
M.S. Track (boys & girls)
Varsity Cheerleading – Fall
Varsity Competition Cheerleading - Winter

GROUP V

7th & 8th Grade Cheerleading (if combined)
7th Grade Volleyball
8th Grade Volleyball
Asst. 7th Grade Football
Asst. 8th Grade Football
Asst. Band Director
Asst. Cross Country
Asst. Swimming
Asst. Varsity Cheerleading – Fall
Asst. Varsity Competition Cheerleading –
Winter
Auditorium Manager ⁴
Drill Team (combined flags, rifles, & majorettes)
H.S. Chorus Accompanist
H.S. Yearbook (if Print Production class is scheduled)
Head M.S. Track (if position is separate for boys and girls)
M.S. Cross Country
M.S. Head Wrestling
M.S. Softball
Marching Band Corps Advisor
Play Production ¹

GROUP VI

7th Grade Cheerleading
8th Grade Cheerleading (if separate)
11th Grade Advisor
12th Grade Advisor
Asst. Boys Tennis
Asst. Girls Tennis
Asst. M.S. Track
Asst./J.V. Golf
H.S. Newspaper
H.S. Robotics
H.S. Student Council
M.S. Chorus Accompanist
M.S. Competition Cheerleading
M.S. Play Production ¹
Scholarship Banquet

GROUP VII

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

GROUP VIII

Club Advisors ²
Elementary Memory Book Advisor
Elementary Safety Patrol
Elementary Science Fair Coordinator
M.S. Robotics
M.S. Student Council

STIPENDS

Building EMT\$750
Faculty Manager\$1,110
Fifth Grade Camp\$400
Lead Teacher.....\$1,000
M.S. Band Director, M.S. Chorus Director
and M.S. Orchestra Director \$50 ³
Summer School Director.....\$1,500
Summer School Teacher \$24.00/Hr.

FOOTNOTES:

- 1 Compensation of play production for a maximum of two (2) productions permitted per year.
- 2 In order to qualify for Club Advisor stipend there must be a demonstrated interest on the part of students. Clubs must meet at least once per month and have a stated purpose and constitution on file in the Principal's office.
- 3 Per performance beyond the job description and outside of the school day (limit of 10 per year).
- 4 Separate Fall and Spring Supplemental.

NOTES:

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

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

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

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

COMMITTEE

A committee shall be formed to review and if necessary, make recommendations to the Board and Association for the purposes of reviewing and updating Article 32. The committee shall meet during the 2022-23 school year.

- A. The supplemental or Co-Curricular committee shall consist of three (3) members appointed by the Association President as well as three (3) members appointed by the Superintendent.
- B. All changes must be made by entering into a Memorandum of Understanding between the Association and the Board.

Southwest Licking Local School District
Co-Curricular Salary Schedule
Effective July 1, 2021 Through June 30, 2022

Category	0	2	4	6	8	10
Group I	\$ 6,030	\$ 6,633	\$ 7,237	\$ 7,840	\$ 8,443	\$ 9,046
Group II	\$ 4,020	\$ 4,623	\$ 5,226	\$ 5,829	\$ 6,432	\$ 7,036
Group III	\$ 3,618	\$ 4,020	\$ 4,422	\$ 4,824	\$ 5,226	\$ 5,628
Group IV	\$ 2,814	\$ 3,015	\$ 3,216	\$ 3,417	\$ 3,618	\$ 3,819
Group V	\$ 2,412	\$ 2,613	\$ 2,814	\$ 3,015	\$ 3,216	\$ 3,417
Group VI	\$ 1,809	\$ 2,010	\$ 2,211	\$ 2,412	\$ 2,613	\$ 2,814
Group VII	\$ 804	\$ 1,005	\$ 1,206	\$ 1,407	\$ 1,608	\$ 1,809
Group VIII	\$ 603	\$ 804	\$ 1,005	\$ 1,206	\$ 1,407	\$ 1,608

Southwest Licking Local School District
Co-Curricular Salary Schedule
Effective July 1, 2022 Through June 30, 2023

Category	0	2	4	6	8	10
Group I	\$ 6,166	\$ 6,783	\$ 7,399	\$ 8,016	\$ 8,633	\$ 9,249
Group II	\$ 4,111	\$ 4,727	\$ 5,344	\$ 5,961	\$ 6,577	\$ 7,194
Group III	\$ 3,700	\$ 4,111	\$ 4,522	\$ 4,933	\$ 5,344	\$ 5,755
Group IV	\$ 2,878	\$ 3,083	\$ 3,289	\$ 3,494	\$ 3,700	\$ 3,905
Group V	\$ 2,466	\$ 2,672	\$ 2,878	\$ 3,083	\$ 3,289	\$ 3,494
Group VI	\$ 1,850	\$ 2,055	\$ 2,261	\$ 2,466	\$ 2,672	\$ 2,878
Group VII	\$ 822	\$ 1,028	\$ 1,233	\$ 1,439	\$ 1,644	\$ 1,850
Group VIII	\$ 617	\$ 822	\$ 1,028	\$ 1,233	\$ 1,439	\$ 1,644

Southwest Licking Local School District
Co-Curricular Salary Schedule
Effective July 1, 2023 Through June 30, 2024

Category	0	2	4	6	8	10
Group I	\$ 6,305	\$ 6,935	\$ 7,566	\$ 8,196	\$ 8,827	\$ 9,457
Group II	\$ 4,203	\$ 4,834	\$ 5,464	\$ 6,095	\$ 6,725	\$ 7,356
Group III	\$ 3,783	\$ 4,203	\$ 4,624	\$ 5,044	\$ 5,464	\$ 5,885
Group IV	\$ 2,942	\$ 3,152	\$ 3,363	\$ 3,573	\$ 3,783	\$ 3,993
Group V	\$ 2,522	\$ 2,732	\$ 2,942	\$ 3,152	\$ 3,363	\$ 3,573
Group VI	\$ 1,891	\$ 2,102	\$ 2,312	\$ 2,522	\$ 2,732	\$ 2,942
Group VII	\$ 841	\$ 1,051	\$ 1,261	\$ 1,471	\$ 1,681	\$ 1,891
Group VIII	\$ 630	\$ 841	\$ 1,051	\$ 1,261	\$ 1,471	\$ 1,681

ARTICLE 33

INSURANCE PROVISIONS

A. HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

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

This insurance will provide benefits on two plan options, “Option 1” and “Option 2” (see Appendix C) that are equivalent to or will exceed those of the hospitalization/major medical insurance that was available in the District on January 1, 2017. It is understood that this hospitalization/major medical insurance is available on a voluntary basis. To be eligible and included, each unit member must register in and be a part of the approved Southwest Licking Local School District plan.

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

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

It is further agreed that the Board of Education will pay the following amounts toward the premium of the above described insurance plans:

1. For the “Option 1” plan, the Board of Education will pay eighty-five percent (85%) of the premium for single and family plans.
2. For the “Option 2” plan, the Board of Education will pay ninety-one percent (91%) of the premium for single and family plans.
3. For unit members who are both employed prior to September 1, 2011 by the school district who are married, the Board of Education will pay the actual family plan monthly premium minus the employee’s share of the monthly premium for one (1) single plan. The employee’s share of the monthly premium for one (1) single plan shall be paid by the married unit members. This provision of the agreement does not apply to unit members or spouses of unit members who are employed by the school district after September 1, 2011.

B. DENTAL INSURANCE

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

This insurance will provide benefits that are equivalent to or exceed those of the dental care plan in effect in the District on January 1, 2017.

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

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

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

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

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

C. **TERM LIFE INSURANCE**

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

The coverage shall include double indemnity for accidental death and dismemberment.

This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the unit member.

D. **CONFIDENTIALITY**

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

E. **INSURANCE COMMITTEE**

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

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

Membership

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

Operation

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

ARTICLE 34

INTRA-SCHOOL SUBSTITUTE PAY

Certificated unit members will be paid twenty-four dollars (\$24.00) per period if they choose to accept teaching substitute assignments. Payment is to be made in December, March and June.

ARTICLE 35

TRAVEL REIMBURSEMENT

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

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

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

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

ARTICLE 36

RETIREMENT INCENTIVE

- A-1. A person reaching thirty-four (34) years, effective August 1, 2021 or thirty-five (35) years, effective August 1, 2023 of experience under STRS guidelines who is eligible to retire, will receive a ten thousand dollars (\$10,000.00) retirement incentive if they retire at the conclusion of their thirty-fourth (34th) year, effective August 1, 2021 or thirty-fifth (35th) year, effective August 1, 2023. If they choose to continue teaching, then after the thirty-fifth (35th) year, effective August 1, 2021 or thirty-sixth (36th) year, effective August 1, 2023 they are eligible for a seven thousand five hundred dollars (\$7,500.00) retirement incentive. After the thirty-sixth (36th) year, effective August 1, 2021 or thirty-seventh (37th) year, effective August 1, 2023, they are no longer eligible for retirement incentives.
- A-2. A person reaching retirement eligibility with twenty-nine (29) years of experience under STRS guidelines, effective August 1, 2021 and fifty-five (55) years of age or older, or thirty (30) years of experience under STRS guidelines, effective August 1, 2023, may, if they retire receive the ten thousand dollars (\$10,000.00) incentive. If they teach thirty (30) years, effective August 1, 2021 or thirty-one (31) years, effective August 1, 2023 they may receive the seven thousand five hundred dollars (\$7,500.00) incentive. If they choose, they may forego both, continue teaching and still could be eligible under A-1.
- A-3. A person reaching retirement eligibility with five (5) years or more of teaching and sixty (60) years of age or older, may retire and receive the ten thousand dollars (\$10,000.00) incentive. If they teach one (1) year beyond their eligibility, they may receive a seven thousand five hundred dollars (\$7,500.00) incentive. If they choose to continue teaching, they must fall under the requirements of A-1 or A-2 to regain incentive eligibility.
- B. The retirement incentive shall be paid with the first pay in January following the year of actual retirement.

ARTICLE 37

SEVERANCE PAY

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

- A. Retiring unit members with five (5) or more years of service with the Southwest Licking Local Schools, and ten (10) or more years of total qualifying service, shall receive severance pay for one-quarter ($\frac{1}{4}$) of all accumulated sick leave. Unit members with less than five (5) years of service with the Southwest Licking School District, and ten (10) or more years of total qualifying service, shall receive severance pay for one-quarter ($\frac{1}{4}$) of sick leave accumulated during their employment with the Southwest Licking School District. Bargaining unit members hired after September 1, 2014 will be paid a maximum severance of one-quarter ($\frac{1}{4}$) of accumulated sick days up to three hundred (300) days (a maximum of seventy-five (75) days). Payout is based on each unit member's per diem.
- B. The days of accumulated sick leave on which severance pay is based can be a combination of that accumulated in Southwest Licking and that which is properly transferred from another governmental agency, department, or political subdivision.

Payment of severance pay shall be considered to eliminate all sick leave credit accumulated by the unit member at that time; however, a retiring unit member may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed under Article 47 – Re-Employment of Retired Teacher.

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

Severance pay will be paid in two installments after the unit member has indicated an intent to retire and the Board of Education has received an application for processing retirement benefits from a retirement system. The first (1st) installment shall be paid within one (1) month of retirement and the second (2nd) installment shall be paid in January or July (to be determined by the unit member) in the calendar year immediately following retirement (the intent is that there shall be two (2) payments made in two (2) different calendar years.)

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

ARTICLE 38

COMPENSATION FOR PART-TIME

AND HOURLY UNIT MEMBERS

- A. The hourly rate of pay for tutors of home-bound students shall be thirty dollars (\$30.00).
- B. Unit members employed less than full time on a regular contract shall be paid a salary equal to that unit member's salary from the salary schedule multiplied by the fraction of a regular school day that that person teaches.
- C. The same insurance programs are available for regular, part-time employees as are available to full-time employees. The Board's premium contribution will be proportional to the amount of time such employee works compared with the amount of time a full-time employee works (e.g., for a half-time employee, the Board will pay fifty percent (50%) of the premium that it pays for full-time employees). The Board shall not pay more than the amount it pays for full-time employees. The employee shall pay the balance of the premium through payroll deduction. Leave provisions of this Agreement shall apply to part-time unit members on the basis of full-day credit for presence and full-day charge for any absence.
- D. Tutors of home-bound students shall be eligible for mileage for driving as required by their assignment as approved by the Local Superintendent.

ARTICLE 39

PAYROLL PRACTICES

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

Payroll will be made on the fifteenth (15th) and last day of each month and on the last teacher workday before Thanksgiving and Spring breaks (twenty-six (26) pays). If the payroll falls on a holiday, the payroll will be made on the business day prior to the holiday. If the payroll falls on a Saturday or Sunday, the payroll will be made on the Friday prior to the Saturday or Sunday.

- B. Payroll Deductions: Deductions shall be made for the following when authorized by the individual unit member:

1. Unit member's share of Board of Education offered insurance program.
2. TrueCore Federal Credit Union.
3. Tax sheltered annuities, income protection plans, and other wholly unit member paid insurance plans as approved by the Board of Education.
4. United Way.
5. The OEA Fund for Children and Public Education (formerly known as "Educators Political Action Committee" [EPAC]).
6. Whitehall Credit Union.
7. Ohio Tuition Trust Authority.
8. District's Cafeteria 125 plan.

- C. Supplemental/co-curricular payments shall be separate from regular payroll checks.

- D. All unit members will be required to utilize automatic direct deposit. Employees may have up to three (3) deposits.

- E. All unit members will receive notice of each direct deposit solely by e-mail.

ARTICLE 40

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

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

- A. The amount to be "picked-up" on behalf of each unit member shall be equal to the percentage amount established by STRS of the unit member's gross annual compensation. The unit member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board of Education for the purpose of State and Federal tax only.
- B. Shall be uniformly applied to all unit members.

- C. The pick-up shall apply to all compensation including supplemental earnings.
- D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the unit member's daily gross pay prior to reduction as a basis (e.g. gross pay divided by the number of days in a unit member's contract).

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

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

ARTICLE 41

REIMBURSEMENT FOR COLLEGE WORK

- A. The Board of Education will reimburse unit members a per credit hour rate equal to sixty-five percent (65%) of the semester hour cost at the Ohio State University Education and Human Ecology program up to a maximum of three thousand six hundred dollars (\$3,600.00) per unit member per year. This reimbursement is for instruction fees only for undergraduate and graduate hours. Unit members who take classes based on a quarter hour will be reimbursed based on two-thirds (2/3) of the semester hour cost.
 - 1. Annually, the Board shall allocate ninety thousand dollars (\$90,000.00) for reimbursement for college work.
 - 2. The reimbursement for college work shall not be capped or limited to a percentage amount of funds. Further, the college work reimbursement shall also not be capped or "Term" limited. (e.g. Autumn, Spring & Summer Term). As such, a unit member may use the entire designated tuition amount, up to a maximum of three thousand six hundred dollars (\$3,600.00) per unit member per year, at any time until the amount runs out.
 - 3. A balance of funds available under this program and the availability of fee waivers will be reported monthly to the Association President or Co-Presidents through monthly e-mail.
 - 4. The year as defined for when courses are taken and for when hours apply shall be July 1st through June 30th (Payment for these hours shall be July 1st through June 30th). Payment for these hours shall be on the dates specified in this Article.
- B. This reimbursement is available only to unit members.
- C. In order to be eligible for reimbursement for courses taken during the Spring Term or Summer Term, the unit member must return to work in the District the following year. If on an approved leave of absence, the unit member will be reimbursed provided s/he returns to work following that leave of absence.
- D. Unit members with a bachelor's degree, but not fully certificated, will only be reimbursed if the hours are applicable toward full certification.

- E. Payment will be made for undergraduate or graduate courses taken specifically to improve the unit member's performance of their duties in the school system. If there is a question concerning the suitability of a specific course, the Superintendent or his/her designee will discuss the situation with the unit member before approving or disapproving the application.
 - 1. If a course application is disapproved by the Superintendent or his/her designee, the unit member will be given reasons in writing for that disapproval.
- F. No sooner than thirty (30) calendar days prior to the first class meeting for which reimbursement will be requested, the unit member must submit Form TR-1 for approval in writing by the Superintendent. The TR-1 form must be received in the District office between the time lines specified.

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

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

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

If the allocated funds are not utilized as of May 15th unit members who were previously denied approval due to lack of funds at the time of application or failure to comply with the timelines in Section (F) may reapply for reimbursement by resubmitting the information set forth in Section (F). This reimbursement shall not exceed the per person cap in Section (A).

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

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

SECTION VI – MISCELLANEOUS

ARTICLE 42

TUITION FREE ATTENDANCE

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

- A. All general education students attending preschool.
- B. Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.
- C. Primary kindergarten, unless space is available.
- D. If a building is closed to tuition students it will also be closed to children of unit members not already enrolled in the district.

ARTICLE 43

SCHOOL DISTRICT DRUG POLICY

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

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

The following concepts will formulate the drug policy:

- A. Drug and alcohol dependency is a medically treatable condition.
- B. There are legally and medically accepted uses of alcohol and certain drugs.
- C. The constitutional and other legal rights and obligations of unit members and the
- D. Board of Education must be observed.
- E. The Board of Education and the Association recognize that a drug free environment will depend on both parties encouraging alcohol or drug dependent unit members to undergo an appropriate rehabilitation program.
- F. A drug free environment will involve a planned testing program that will include the following parameters:
 - 1. Testing will not be done randomly. Instead, testing will be done only if the Board of Education or Administration determines that there is probable cause to believe that a person is drug or alcohol dependent and that such dependency is affecting the person’s performance of his/her job responsibilities or that a person is under the influence of alcohol or illegal drugs during the school day or a school activity.
 - 2. The unit member has the right to all information upon which the probable cause determination is based.

3. The testing program will be set forth as part of the contract.
 4. Drug testing will be done by a qualified, independent lab. The results of the testing shall be confidential and not be provided to anyone except the Building Administrator, Board/Superintendent and the unit member and their representatives. The testing information may be used in connection with disciplinary action taken under this Article.
 5. The initial drug testing protocol will conform to accepted drug testing standards. In the event the first test produces positive results, a second drug test conforming to accepted drug testing standards for second tests will be performed. If appropriate, the second test will be performed at a different lab. It may be appropriate to perform a screening test and then a confirmatory test.
 6. Testing for alcohol dependency or to determine whether a person is under the influence of alcohol during the school day or a school activity shall conform to accepted alcohol testing standards.
 7. The costs of testing requested by the Board of Education will be the responsibility of the Board of Education.
 8. The unit member shall be provided with a copy of all test results obtained under this Article.
- G. The Board of Education shall pay for fifty percent (50%) of actual unit member's costs for any out-of-pocket expenses incurred as a result of a lesser, or lack of, insurance coverage when said unit member is receiving treatment as per this Article. Such reimbursement is to be for unit members only (i.e. not their family members) and subject to the limitations below:
1. In-Patient Treatment Costs
 - a. For drug and alcohol treatment only.
 - b. The Board of Education will be responsible for fifty percent (50%) of the actual treatment for out-of-pocket costs of in-patient confinement for a maximum of thirty (30) days. The cost to the Board of Education may not exceed ten thousand dollars (\$10,000.00) per calendar year.
 - c. The Board of Education will not be responsible for the cost of more than three (3) in-patient programs for an employee over their employment life time.

NOTE: If a unit member were to leave the school district after treatment and then return, they would still only be entitled to three (3) treatments total.
 2. Out-Patient Treatment Costs
 - a. For drug and alcohol treatment only.
 - b. The Board of Education will be responsible for fifty percent (50%) of the actual treatment for out-of-pocket costs of out-patient treatment. The cost may not exceed two thousand five hundred (\$2,500.00) per calendar year.
- H. The progressive discipline procedure outlined below is exclusively for this Article and is not in any way to be utilized for any other disciplinary action for the unit member:
1. The building administrator may hold an informal meeting to discuss the possibility that a problem may exist.

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

ARTICLE 44

LABOR MANAGEMENT COMMITTEE

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

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

All meetings shall be held at mutually convenient times and dates. Meetings may be called by either the Association President or Co-Presidents or the Superintendent. The chair of the meeting shall alternate between the parties. The Labor Management Committee may meet every other month. By mutual agreement of the Superintendent and Association President or Co-Presidents, additional persons may attend Labor Management meetings.

ARTICLE 45

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

TERM OF OFFICE

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

COMMITTEE COMPOSITION AND SELECTION

- A. The committee shall be comprised of six (6) members as follows:
 - 1. One (1) elementary teacher (K-5), one (1) middle school teacher (6-8), and one (1) high school teacher (9-12).
 - 2. Three (3) representatives of the administration, one (1) of which is a building principal.
- B. The committee members shall be appointed by their respective parties, who maintain the right to recall such member.

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

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

CHAIRPERSON

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

DECISION MAKING

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

TRAINING

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

MEETINGS AND COMPENSATION

- A. The LPDC shall establish meeting dates in January, May, August and November. If additional meeting dates are needed, committee members will schedule meetings as often as the members deem necessary to complete their work. The committee may schedule work sessions on paid release time, but presentation of portfolios shall be scheduled during after school hours. On/before September 30th of each year, the committee shall post their meeting schedule in each building. Additional meeting dates, which the committee deems necessary, will be posted in each building as soon as they are scheduled.
- B. Members of the LPDC shall be paid one thousand dollars (\$1,000.00) per person per year on/before May 31st. The supplemental contract shall not be subject to the non-renewal provisions of Section 3319.11 of the Ohio Revised Code.
- C. The committee members shall present a comprehensive report and copies of time sheets to the Board and the Association at their respective meetings in June.

COMMITTEE RESPONSIBILITY

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

MASTER AGREEMENT COMPATIBILITY

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

LIABILITY

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

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

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

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

CERTIFICATION/LICENSURE AND ENTRY YEAR COSTS

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

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

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

ARTICLE 46 **BUILDING ADVISORY COMMITTEES**

A Building Advisory Committee¹ will be established at each building for the purpose of discussing and attempting to resolve building issues/concerns.

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

¹ The Committee may consult with others as needed.

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

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

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

ELEMENTARY SCHOOL

The building principal and/or designee and five (5) building teachers.

MIDDLE SCHOOL

The building principal and/or designee and six (6) building teachers.

HIGH SCHOOL

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

ARTICLE 47
RE-EMPLOYMENT OF RETIRED TEACHERS

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

- A. The re-employed teacher will start with salary schedule placement experience of up to ten (10) years and education credit of up to a Master's Degree Plus. The re-employed teacher will be advanced one (1) year on the salary schedule for each year of re-employment service to the District.
- B. The re-employed teacher will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through STRS or other public sector retirement system. The re-employed teacher shall bear the full cost of such insurances. In addition, insurance eligibility for the re-employed teachers working part-time shall be governed by Article 38 – Compensation for Part-time and Hourly Unit Members.
- C. Re-employed teachers will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.
- D. Re-employed teachers may be re-employed from year-to-year under limitations described in Sections (E) and (F) below, with Board approval, but shall not be eligible for continuing contract status.
- E. In the event of a Reduction-In-Force, the re-employed teacher will not have any bumping rights under Article 20 – Reduction In Force.
- F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

- I. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
- K. The Association President or Co-Presidents shall be advised of any re-employment situation.

ARTICLE 48

COMPLAINTS ABOUT UNIT MEMBERS

PRINCIPLES:

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

PROCESS:

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

- A. Complaints must be from named source. The Southwest Licking Local School District will not act on an anonymous complaint.
- B. Complaints must be directed to the immediate administrator in direct supervision of the unit member(s) involved (e.g., high school principal for a high school teacher, kindergarten principal for a kindergarten teacher, athletic director for a coach, etc.).
- C. Upon notification of the immediate administrator, the unit member(s) involved must also be notified of the complaint. The complaint should be resolved at this time in a satisfactory manner if possible.

- D. If the complaint is not resolved within three working days of notification, the administrator will meet with the unit member(s) (with Association representation) to review the complaint and develop satisfactory resolution strategies.
- E. Should further action be required, the bargaining unit recognizes the management rights of the Southwest Licking Local School District as per the Ohio Revised Code and the negotiated agreement. Should questions arise as to administrative actions, the current grievance procedures will be available as per the negotiated agreement.

SECTION VII – DURATION AND IMPLEMENTATION

ARTICLE 49

EFFECTIVE DATE, IMPLEMENTATION DATES, AND DURATION

EFFECTIVE DATE

This Agreement is effective 12:01 a.m., July 1, 2021, and shall expire at 12:00 p.m. on June 30, 2024.

RATIFICATION

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

FOR THE SOUTHWEST LICKING
LOCAL BOARD OF EDUCATION

John G. Vining
President

Kasey Perkins
Superintendent

Richard O. Jones
Treasurer

FOR THE SOUTHWEST LICKING
EDUCATION ASSOCIATION

et al.
President / Co-President

Alisha Stegner
Co-President (If applicable)

Vice President

Negotiations Chair

Mark E. Linder
OEA Representative

DATE: 4/20/21

DATE: 5/4/2021

SECTION VIII – APPENDICES

APPENDIX A **GRIEVANCE FORMS**

SOUTHWEST LICKING EDUCATION ASSOCIATION **GRIEVANCE REPORT FORM - STEP 1 – PRINCIPAL**

Grievance # _____

Distribution of Grievance: Principal, Association President or Co-Presidents, Grievant(s)

Name of Grievant (s) _____

(Building) (Assignment)

A. Date Cause of Grievance Occurred: _____

B. Date of Informal meeting: _____

C. 1. Statement of Grievance and provision(s) of contract allegedly violated, misinterpreted and/or misapplied:

2. Relief Sought

(Grievant' s Signature) (Date)

Disposition of Principal/Immediate Supervisor _____

(Signature) (Date)

SOUTHWEST LICKING EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM - STEP 2- SUPERINTENDENT

Grievance # _____

A. Position of Grievant (in response to Principal's written disposition)

(Signature)

(Date)

B. 1. Date Delivered to Superintendent or designee: _____

2. Received by _____ (print name)

3. Signature of Superintendent or designee _____

C. Date of Superintendent meeting: _____

D. Disposition of Superintendent: _____

(Superintendent Signature)

(Date)

E. Position of Grievant (in response to Superintendent's written disposition)

(Grievant Signature)

(Date)

SOUTHWEST LICKING EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM STEP 4 – REQUEST TO ARBITRATE

Grievance # _____

In regard to GRIEVANCE REPORT FORMS I, 2, and 3 (Attached): Notification is hereby made of the intent to submit this grievance for a hearing before an arbitrator as provided in Step 4 of the grievance procedure.

Signature of Grievant(s)

(Date)

Signature of SLEA President / Co-Presidents or Designee

(Date)

Date Delivered to Superintendent or Designee: _____

(Signature of Superintendent or Designee)

(Date)

APPENDIX B
CLASS SIZE PAYMENT FORM

SOUTHWEST LICKING LOCAL SCHOOL DISTRICT
EXCESS CLASS SIZE PAYMENT REQUEST

Due by 10th of the following month to Building Principal

Week 1	From: _____	To: _____	No. of Days Over Class Size Limit	_____
Week 2	From: _____	To: _____	No. of Days Over Class Size Limit	_____
Week 3	From: _____	To: _____	No. of Days Over Class Size Limit	_____
Week 4	From: _____	To: _____	No. of Days Over Class Size Limit	_____
Total Days				_____

If You Have Student All Day	_____	x Rate: \$ 45.00	=	Total Pay.	_____
If You Do A 2 Way Switch	_____	x Rate: \$ 22.50	=	Total Pay.	_____
If You Do A 3 Way Switch	_____	x Rate: \$ 15.00	=	Total Pay.	_____
If You Do A 4 Way Switch	_____	x Rate: \$ 11.25	=	Total Pay.	_____
Any Other Setup	_____ (No. of Min.) / 320 x	\$ 45.00	=	Total Pay.	_____

Employee Name (Print) _____

Employee Name (Signature) _____

Note: Waiver days, the first five calamity days and other non-student days are excluded from the excess class size payments.

Notes: _____

Building Principal (Signature) Date

Superintendent (Signature) Date

APPENDIX C

SUMMARY OF HEALTH INSURANCE BENEFITS

		Option 1		Option 2	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	Single	\$250	\$500	\$500	\$750
	Family	\$500	\$1,000	\$1,000	\$1,500
Coinsurance		90%	70%	80%	60%
Out-of-Pocket Maximum (including deductible)	Single	\$750	\$1,500	\$1,500	\$2,750
	Family	\$1,500	\$3,000	\$3,000	\$5,500
Lifetime Maximum		Unlimited		Unlimited	
Physician Office Visits		\$15 Copay	70% after deductible	\$20 Copay	60% after deductible
Wellcare Exams & Prev. Care Services		\$15 Copay	70% after deductible	\$20 Copay	60% after deductible
Well Child Benefits Limits		Unlimited		Unlimited	
Obstetrical Office Visits (Pre & Post-Natal)		\$15 - 1st visit then 90% after deductible	70% after deductible	\$20 - 1st visit then 80% after deductible	60% after deductible
Inpatient Hospital Services		90% after deductible	70% after deductible	80% after deductible	60% after deductible
Emergency Care		\$100 Copay waived if admitted	\$100 Copay waived if admitted	\$100 Copay waived if admitted	\$100 Copay waived if admitted
Urgent Care Centers		\$35 Copay	70% after deductible	\$35 Copay	60% after deductible
Lab and X-Ray		90% after deductible	70% after deductible	80% after deductible	60% after deductible
Major Diag. (CT, PET, MRI, MRA, NM)		90% after deductible	70% after deductible	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse		\$15 Copay Mental Health Parity	70% after deductible	\$20 Copay Mental Health Parity	60% after deductible
Inpatient Mental Health and Substance Abuse		90% after deductible Mental Health Parity	70% after deductible	80% after deductible Mental Health Parity	60% after deductible
Rx Card	Retail	\$10/\$20/\$30	\$10/\$20/\$30	\$10/\$30/\$50	\$10/\$30/\$50
	(Mail Order)	(2.0X)	Not Covered	(2.5X)	Not Covered
Diabetic Supplies		\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay
Dependent Age Limits		26		26	