

NEGOTIATED AGREEMENT

BETWEEN

**THE SOUTHWEST LICKING LOCAL
BOARD OF EDUCATION**

AND

**THE SOUTHWEST LICKING EDUCATION
ASSOCIATION**

JULY 1, 2024 - JUNE 30, 2027

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SECTION I - NEGOTIATIONS FRAMEWORK

ARTICLE 1

NEGOTIATIONS AGREEMENT

A. RECOGNITION

1. 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.
2. The bargaining unit includes all full-time and part-time teachers.
3. School guidance counselors, school nurse, speech therapists, librarians employed under a regular contract, 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.
4. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Administrators, Athletic Director, Psychologist, Occupational Therapists, Social Workers, Truancy Officer, 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

1. 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.
2. 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.
3. 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. MEETINGS

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

2. 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/later by mutual agreement.
3. 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.
4. Meetings between the two groups shall be held in executive session unless mutually agreed upon to the contrary.

E. NEGOTIATION TEAMS

1. The Association and the Board of Education will each appoint a negotiating team of no more than nine (9) negotiation team members but no less than five (5) members to represent them during a bargaining session.
2. Each team shall be empowered to present proposals and counter-proposals to arrive at a satisfactory agreement on each issue submitted for negotiation.
3. The members of each team shall be authorized to arrive at a tentative agreement on each issue.

F. GOOD-FAITH BARGAINING

1. 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.
2. However, good-faith bargaining does not require agreement on an issue or a change in position.

G. AVAILABILITY OF INFORMATION

1. 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.
2. The request for information is to be on the basis of a reasonable time limit.

H. AGREEMENT

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

I. DISAGREEMENT

1. In the event agreement cannot be reached on an issue submitted for negotiation, either party may declare that an impasse exists. An Impasse may not be declared until a minimum of thirty (30) calendar days have passed since the exchange of complete proposals.
2. 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.
3. 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/designee and the Superintendent or designee shall be submitted to the Federal Mediation and Conciliation Service for assistance in resolving the disagreement.
4. 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.

J. IN-TERM BARGAINING

1. 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 legislation, the Board of Education will give notice of such implementation to the Association.
2. 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.
3. 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.
4. If the bargaining teams have not reached an agreement by the end of the thirty (30) calendar 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.
5. 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.
6. 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 5 - Grievance Procedure.

7. 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.
8. 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.

K. INTEREST BASED BARGAINING

1. 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.
2. The bargaining procedures established in Sections (D), (E), (F) and (G) 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 a position on all regular and special Board of Education meetings agendas in accordance with Board of Education policy governing public participation.
- F. The Association will have the right to use inter-school mail and the unit member mailboxes. The Association has the right to place organizational materials in all unit members' 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.
- G. There will be no reprisals of any kind taken against any unit member by reason of membership or participation in any of the Association's lawful activities.
- H. 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.
- I. Reasonable notice shall be given to the Building Administrator regarding Association leave.
- J. All expenses incidental to the activity such as registration, travel, meals and lodging will be borne by the Association.
- K. The district will bear the expense of substitute teachers while SLEA members are on Association leave as provided in this Article.
- L. The Association President 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.
- M. The Association President 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. 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.
 - 6. Inclusion in communications for all January due process meetings and meeting where the unit member is in danger of termination.
- N. 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.

O. LABOR RELATIONS

1. The Association President and Superintendent may meet monthly to aid in the process of open communications between them.
2. The Association President and Superintendent will each choose another individual to attend the meeting each month.
3. By mutual agreement, additional individuals may be asked to attend a meeting
4. The discussion held will not be construed as negotiations nor as an official decision-making process with collaboration as a goal.
5. These meeting are in addition to open communication established and maintained by the Superintendent and Association President.

**ARTICLE 4
DUES DEDUCTION**

A. DEDUCTION

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

B. AUTHORIZATION

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

C. OTHER

1. Deductions will be made in eighteen (18) installments.
2. 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.
3. 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.
4. The Board shall not be responsible for the collection of any unpaid dues.

ARTICLE 5
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 that 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.

Workday

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; and
 - d. The date of submittal.
2. A grievant may be accompanied by a representative of the Association at the informal grievance discussion. The Administration shall be entitled to be accompanied by an observer at this meeting if the grievant is accompanied.
3. A grievant may be represented at any level 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 the informal grievance discussion and all levels of the grievance process.
5. The Administration may be represented at the informal grievance discussion and all levels of the procedure.
6. Time limits shall be considered as maximum unless otherwise extended by mutual agreement by the Association and the Board.

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 within 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 Level Two when it has been determined by the Building Administrator, in response to the informal grievance discussion meeting, 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 to the grievance involved in the 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 building representatives in each building, and shall be included in this contract (Appendix A).
17. The parties to the grievance may agree to extend the timelines in this Article and agreement to extend the timelines shall not be unreasonably withheld.

D. PROCEDURE

1. Within twenty (20) workdays from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal grievance discussion with the unit member's Building Administrator for the purpose of attempting to resolve the matter.
2. Failure to act within twenty (20) workdays shall pre-empt the filing of a grievance in the particular case.
3. It will be the responsibility of the grievant to clearly indicate that the purpose of the meeting is an informal grievance discussion.
4. If the problem is not resolved within ten (10) workdays of the request for an informal grievance discussion, the grievant may advance to Level One in this process.

LEVEL ONE

1. If the problem is not resolved as a result of the informal grievance discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to the unit member's Building Administrator. A meeting shall be mutually arranged between the grievant and the Building Administrator within five (5) days after submittal.
2. Within ten (10) workdays after the meeting, the Building Administrator shall provide the grievant a written disposition on the grievance.
3. In the absence of the Building Administrator for the five (5) day period, the grievance will be heard by:
 - a. In a building with an Assistant Principal - the Assistant Principal.
 - b. In a building without an Assistant Principal - the Superintendent or designee.

LEVEL TWO

1. If the grievant is not satisfied with the disposition at Level One, the unit member shall, within ten (10) days of receipt of the Building Administrator's disposition, submit the grievance on the appropriate, form to the Superintendent or designee.
2. A meeting shall be mutually agreed to within five (5) days after submission.
3. Within ten (10) workdays after the meeting, the Superintendent or designee shall provide the grievant and the Association a written disposition on the grievance.

LEVEL THREE

1. If the grievant is not satisfied with the disposition at Level Two, within ten (10) workdays after the receipt of the Superintendent's or designee's disposition, the grievant may submit a request on the appropriate form to the Board of Education for a hearing.
2. A meeting shall be mutually arranged with the Board of Education within twenty (20) workdays after submission of the request.
3. 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.
4. Within ten (10) workdays after the meeting, the Board of Education shall provide the grievant and the Association a written disposition of the grievance.

LEVEL FOUR

1. If the grievance is not resolved at Level Three, the Association may notify the Superintendent of its intent to submit the grievance to arbitration.
2. 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.
3. The decision of the arbitrator shall be final and binding.

4. Costs for the arbitrator shall be paid by the losing party.

ARTICLE 6
EMPLOYEE DISCIPLINE

- A. No employee shall be disciplined without just cause.
- B. When considering discipline, the Board, District, and Administration shall consider the history of service of the unit member, the intentions of the unit member, and what action will suffice to ensure the action does not reoccur.
- C. 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 levels in the progression of discipline. The ordinary sequence of discipline will be:
 1. Verbal reprimand;
 2. Written reprimand;
 3. Suspension without pay;
 4. Termination.
- D. Nothing precludes the Board from using the same level of discipline more than once.
- E. Disciplinary actions are subject to the grievance procedure: however, neither oral nor written reprimands may be appealed beyond level II of the grievance procedure.
- F. Termination of a unit member's contract shall follow the procedures in ORC 3319.16.

ARTICLE 7
COMPLAINTS ABOUT UNIT MEMBERS

- A. **PRINCIPLES:**
 1. 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.
 2. Complaints are best handled at the level of administration closest to the unit member(s) involved.
 3. 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.
 4. 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.
 5. That the complaint process needs to be nondiscriminatory, and that while discipline may be an outcome of the process, resolution is the main goal.

6. That the satisfactory resolution of a complaint is one in which both administrator(s) and unit member(s) find an acceptable outcome.

B. 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).

1. Complaints must be from named source. The Southwest Licking Local School District will not act on an anonymous complaint.
2. Complaints must be directed to the immediate administrator in direct supervision of the unit member(s) involved (e.g., high school Building Administrator for a high school unit member, kindergarten Building Administrator for a kindergarten unit member, athletic director for a coach, etc.).
3. 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.
4. 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.
5. 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.

ARTICLE 8
PERSONNEL FILES

- A. The Board of Education shall maintain the official personnel file for each unit member in the District administrative offices.
 1. No other permanent file shall be maintained.
 2. 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 the unit member's file during regular office hours provided such examination does not interfere with the unit member's 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 documentation, formal complaints, or criticisms 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 the unit member's personnel file may request a personnel file administrative investigation concerning the validity of the claim. Any information that is found by the Administration to be inaccurate or irrelevant shall be removed from the unit member's file.
- K. The personnel files of a unit member shall remain confidential to the fullest extent permitted by law. A unit member shall be notified as soon as possible when there is a request to review the unit member's 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.
- L. The unit member whose file has been requested to be inspected, or designee, shall have an opportunity to observe the inspection, but this shall not hold up or delay the inspection. A unit member shall be entitled to a copy of any specific material in the unit member's file upon written request.
- M. At the request of a unit member, disciplinary documents will be removed from the personnel file after three (3) years, provided that there has been no same or similar infraction.

ARTICLE 9
VACANCIES AND TRANSFERS

This article applies to all full-time certified positions, part-time certified positions, supplemental positions, and supplemental contracts.

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.

A. DURING THE SCHOOL YEAR

- 1. Vacancies that occur in regular classroom positions (as opposed to supplemental contract positions) during the school year will be posted as a vacancy occurs.

2. The vacancy will be filled on a temporary basis and such employment will automatically be under a one (1) year automatic non-renewal.
3. 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 unit members hired for the remainder of the school year.

B. POSTING OF A VACANCY NOTICE

1. Notification:
 - a. Unit members will be notified of all vacancies to full-time certified positions, part-time certificated positions, supplemental positions, and supplemental contracts via work e-mail.
 - b. All vacancies shall be posted for at least three (3) workdays. Consideration to be given to internal candidates first.
 - 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. Vacancies will not be posted until there is a written notification to the Board of the resignation, retirement or other reason causing the vacancy. A unit member employed by another school district will constitute such notification.

C. SUMMER POSTINGS

1. Unit members will be notified of all vacancies.
2. Vacancies that arise between August 1st and the first (1st) day of the school year will be subject to the posting procedures outlined in Section (B). However, there is no minimum posting period, and the position may be filled as soon as possible.

D. FILLING OF A VACANCY

1. Unit members may apply for a position by indicating the unit member's interest in writing to the Superintendent or 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. The unit member may record the reasons given by the Superintendent.
4. Vacancies will 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. Supplemental contract;
- 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 9 – Vacancies and Transfers, Section (B)(1)(c).

E. INVOLUNTARY TRANSFERS

1. The Superintendent or designee will provide notice to each affected unit member of an involuntary transfer no less than fifteen (15) workdays prior to the official involuntary transfer date.
 - a. An involuntary transfer will be made only after a meeting between the unit member involved and the Superintendent and/or designee.
 - b. The unit member and the Superintendent may, at their option, have a representative of their choice present at such meeting.
2. If requested by the unit member, the Superintendent will explain the reason(s) for the involuntary transfer to the unit member.
3. The Board will make reasonable efforts to notify the Association President of all involuntary transfers.
4. 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.
5. The Board shall move the materials of any member involved in an involuntary transfer from the unit member's previous classroom/office/building to the unit member's newly assigned classroom/office/building. The member shall be responsible for boxing and labeling the unit member's material.

F. LONG-TERM SUBSTITUTES

1. Long-term substitutes (120 or more days in a school year) shall have no expectation of continued employment beyond the length of service. The employment of said long-term substitutes will automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.

2. If reemployed in the subsequent school year, a long-term substitute will be given one (1) year of salary schedule credit for each year they were employed as a long-term substitute.
3. The provisions of this Agreement regarding evaluations and renewal of unit member contracts will not apply to long-term substitutes.
4. Long-term substitutes will have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

ARTICLE 10

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 the unit member 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 the unit member's current limited contract, a unit member shall be eligible for a continuing contract.
3. A member will receive a continuing contract only after the Ohio Department of Education's/Ohio Department of Education and Workforce's requirements are met and the member applies in writing for a continuing contract. The unit member will complete all necessary documentation and submit it to the Building Administrator by September 10th. The Board shall notify unit members through district publications of the requirement for a written application for a continuing contract.

ARTICLE 11
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 12
JOB SECURITY

No member of the Bargaining unit shall be terminated except for good and just cause, except as in Article 11 – Non-Renewal of Limited Contracts.

Any unit member confronted with the termination of the unit member's 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 13
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 14 – 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 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 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 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 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 14 **REDUCTION IN FORCE**

- A. When the Board determines that it will be necessary to reduce the number of unit members because of decreased enrollment, territorial changes affecting the district, return to duty of regular unit members 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 will be provided with the following prior to the Board acting on the Superintendent's RIF recommendation:
 - 1. The provisions of Article 13 – Seniority, Section (E), including providing information to the Association President/designee shall be followed. The seniority list provided for in Article 13 – Seniority, Section (E) shall include contract status of all 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 unit members 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 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 unit members shall be laid off. The Superintendent will use the following criteria in recommending which unit members 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:
 - a. 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." Unit members within each Group shall be deemed "comparable." except that unit members under continuing contracts shall be given preference over all unit members under limited contracts within the same Group.

- i. Group One shall be comprised of all unit members who were rated "Ineffective" on their evaluation using the calculation set forth below;
 - ii. Group Two shall be comprised of all unit members who were rated "Developing" on their evaluation using the calculation set forth below; and
 - iii. Group Three shall be comprised of all unit members who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.
 - b. Any reduction in force shall begin with unit members in Group One, followed by Group Two, and finally, Group Three.
 - c. The unit members' final holistic rating shall determine which group the unit member is in. Unit members 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.
 - d. The sum of the unit members' 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 unit member shall then be placed in the appropriate Group based on the unit member's average rating. For example, a unit member 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).
 - e. Experienced unit members new to the District shall have their ratings from their prior district used in the calculation. First (1st) and second (2nd) year unit members shall be placed in Group One. Third (3rd) year unit members shall have their two (2) years' scores averaged for placement in the appropriate Group.
 - f. Unit members who are rated "Accomplished" and who are evaluated once every three (3) years shall be deemed to be "Accomplished" (i.e. shall receive 4 points) for the years in which they are not evaluated.
 - g. Unit members 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.
3. The order of the reductions within each Group shall be:
 - a. Unit members under limited contracts beginning with the least senior; and then,
 - b. Unit members under continuing contracts beginning with the least senior.
4. No preference shall be given to any unit member based on seniority, except when deciding between members who have comparable evaluations.

- D. A unit member whose contract will be suspended will have the right to displace any less senior unit member whose work the unit member is certified/licensed to perform so long as the displacing unit member possesses a comparable or better evaluation than the unit 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 unit members.
- E. The following procedures will be used in the recall process:
 - 1. Unit members 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 unit member;
 - b. a resignation is offered by the unit member; or
 - c. the unit member fails to accept the position to which the unit member has been recalled.
 - 2. Such unit members will be recalled in reverse order of layoff if/when there is a vacancy for which the unit member 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 unit member. The unit member 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.

ARTICLE 15
TEACHERS ON SPECIAL ASSIGNMENT

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

ARTICLE 16
RETIRED UNIT MEMBERS AND PART-TIME UNIT MEMBERS

A. CONDITIONS FOR POSITIONS

- 1. Each year, all positions will be posted as required in Article 9 - Vacancies, and Transfers.
- 2. The applicable evaluation process will be followed for these bargaining unit positions.

3. Unit members in these positions accumulate sick leave in the same manner regular full-time unit members do.
4. Leave provisions of this agreement shall apply to part-time unit members on the basis of full-day credit for presence for STRS reporting and full-day charge for any absence.
5. With the exception of current unit members who are job-sharing, these additional conditions apply:
 - a. Retired/rehired unit members will be awarded a one (1) year contract of employment that automatically expires at the end of the applicable school year without notice of non-renewal.
 - b. Retired/rehired unit members may be re-employed from year to year under the conditions described in this Article, but shall not be eligible for continuing contract status.
 - c. In the event of a Reduction-In-Force, retired/rehired unit members will not have any bumping rights under Article 14 – Reduction In Force.
 - d. Retired/rehired unit members are not eligible to participate in any retirement incentive program, nor are they eligible for severance pay.
6. The Association President shall be advised of any retired/rehired and job-sharing situations.

B. INDIVIDUAL POSITIONS

1. Retired/Rehired Unit Members
 - a. These unit members have retired from a teacher’s retirement system and returned to the workforce.
 - b. All provisions in the negotiated agreement regarding working conditions will apply to these unit members, except as modified in this Article.
 - c. Retired/Rehired unit Members may start with salary schedule placement experience of up to ten (10) years and education credit of up to a Master’s Degree Plus 30.
 - d. Retired/Rehired unit Members may be advanced one (1) year on the salary schedule for each year of re-employment service to the District.
 - e. Insurance:
 - i. The reemployed unit members will be eligible for life and other insurance offered by the Board, only if they are not eligible for such insurance through STRS or other public sector retirement systems.

- ii. Otherwise, the same insurance programs are available for all unit members as are available to full-time unit members. The board's premium contribution will be proportional to the amount of time such unit members works compared with the amount of time a full-time unit member works (e.g., for a half-time unit member, the board will pay 50% (fifty percent) of the premium that it pays for full-time unit members). The board shall not pay more than the amount it pays for full-time unit members. The unit members shall pay the balance of the premium through payroll deductions.

2. Hourly Tutors

- a. Tutoring occurs during the student school day with a schedule based on student needs.
- b. Tutors may not be assigned more than four (4) students at a time.
- c. Tutors of home-bound students shall be eligible for mileage for driving as required by their assignment as approved by the Superintendent.

3. Adjunct Professors for CC+ Courses

- a. Adjunct Professors can only be hired if no one in the bargaining unit is qualified and/or wants to teach the course.
- b. Adjunct Professors will be utilized for up to three (3) periods of instruction for (1) course.
- c. The schedule of classes will be agreed upon by the Adjunct Professor and the Building Administration.
- d. The District will determine each year if a bargaining unit member is qualified and wants to teach the course prior to hiring an adjunct professor.

4. Job Sharing

- a. If two (2) members want to job share in the upcoming school year, they should notify their Building Administrator prior to March 1st.
- b. If the District is willing to explore the possibility of a job-sharing situation, a meeting will be arranged between the unit members and the Human Resources Director. The job-sharing arrangement must adhere to all provisions of the negotiated agreement.
- c. 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 works.
- d. If a unit member, who was a unit member prior to taking a job-sharing position, requests to return to a full-time provision, that request will be granted if a position is available for which they are properly licensed.

e. Insurance:

Unit members in a job-sharing position or who work part-time are eligible to participate in the District's insurance program on a pro-rated basis based on the proportion their work hours represent of a full-time unit member.

ARTICLE 17
TUITION FREE ATTENDANCE

- A. 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:
1. All general education students attending preschool.
 2. Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.
 3. Primary kindergarten, unless space is available.
- B. Annually the Board will review the impact of this Article in conjunction with enrollment. Unit members' children will be admitted on an annual basis, if sufficient space is available, on a first come, first-served basis. Members' children who were previously enrolled in the District shall receive preference over members' students applying for first time admission.

ARTICLE 18
SCHOOL DISTRICT DRUG POLICY

- A. 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.
- B. 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.
- C. The following concepts will formulate the drug policy:
1. Drug and alcohol dependency is a medically treatable condition.
 2. There are legally and medically accepted uses of alcohol and certain drugs.
 3. The constitutional and other legal rights and obligations of unit members and the
 4. Board of Education must be observed.
 5. 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.
 6. A drug free environment will involve a planned testing program that will include the following parameters:

- a. 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 the unit member's job responsibilities or that a person is under the influence of alcohol or illegal drugs during the school day or a school activity.
 - b. The unit member has the right to all information upon which the probable cause determination is based.
 - c. The testing program will be set forth as part of the contract.
 - d. 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 the unit member's representatives. The testing information may be used in connection with disciplinary action taken under this Article.
 - e. 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.
 - f. 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.
 - g. The costs of testing requested by the Board of Education will be the responsibility of the Board of Education.
 - h. The unit member shall be provided with a copy of all test results obtained under this Article.
7. 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:
- a. In-Patient Treatment Costs
 - i. For drug and alcohol treatment only.
 - ii. 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.
 - iii. The Board of Education will not be responsible for the cost of more than three (3) in-patient programs for an employee over the unit member's 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.
 - b. Out-Patient Treatment Costs
 - i. For drug and alcohol treatment only.

- ii. 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.
8. 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:
- a. The building administrator may hold an informal meeting to discuss the possibility that a problem may exist.
 - b. 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.
 - c. 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.
 - d. If testing is requested, the unit member must comply with the request. An Association representative may accompany the unit member, at the unit member's request, or if deemed necessary by site visitors.
 - e. 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 shall be notified prior to the suspension.
 - f. 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.
 - g. When an assessment comes back negative, there will be a full reimbursement of pay for all suspension days.
 - h. 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.
 - i. 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.
 - j. No unit member will have the unit member's job security or professional opportunities jeopardized on the basis of the unit member's diagnosis and treatment of alcohol or chemical abuse providing they adhere to the Assistance Program.

- k. A unit member who “self-refers” shall not be penalized, but will be required to seek counsel through the unit member Assistance Program.
- 9. 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 19
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 20
SCHOOL CALENDAR

A. ADOPTION OF THE SCHOOL CALENDAR

- 1. Before the Board adopts a school calendar, the Superintendent will seek collaborative input from the Association President.
- 2. No changes shall be made after the calendar has been adopted by the Board of Education without at least ten (10) school days notification in writing to the Association.
- 3. The Association shall have an opportunity to present its suggestions regarding any changes to the Board of Education before they are adopted.
- 4. Five (5) calamity days will be built into the school calendar. Unit members will not be required to make up the first five (5) calamity days.

B. SCHOOL CALENDAR

173 Student Days

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

183 Days

- 3 Three (3) planning days 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. Each building will report at its typical start time.

186 Total Days

C. PARENT/CONFERENCE DAYS

1. Unit members shall attend four (4) evenings of parent-teacher conferences at their assigned location during the school year. Conferences may be held in person or via an electronic platform.
2. Conference times each evening shall be three (3) hours in length.
3. If absent for any reason, unit members shall have the option of using their leave for the amount of time missed, and/or documentation of parent/teacher conferences held for the time equivalent to the time missed, and approved by Building Administration.

D. PROFESSIONAL DEVELOPMENT DAYS

1. Professional Development Days will be scheduled beginning at 8:00 am and ending no later than 3:30 pm.
2. The Administration shall be responsible for planning and delivering high-quality professional development on the Professional Development Days as set forth in the Article.

E. STUDENT-ORIENTED SUCCESS DAY

1. Unit members shall attend one day of meetings at their assigned location during the school year for conducting parent-teacher conferences and/or collaborating with educational team members by engaging in meetings focused on addressing unique student needs. Examples of meetings may include, but not limited to: IEP, 504, MTSS, Attendance Intervention Plans, EL, and gifted.
2. Meetings may be held in person or via an electronic platform.
3. The Student-Oriented Success Day times shall begin and end at the building's start and end time, as stated in Article 21 - School Day.

F. TRADE DAY

Each school year, one (1) of the five (5) professional development training days will be a non-work day for unit members in exchange for participation in six (6) hours of related activities scheduled outside the regular contractual day.

1. 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.
2. 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.
3. A list will be provided by their respective building administration that indicates both the date and time allotment for each activity.

G. EXCEPTIONS TO THE SCHOOL CALENDAR

1. Newly Hired Unit Member Training Days
 - a. New unit members will be required to attend orientation days before the first unit member workday.
 - b. Such members will receive a two hundred fifty dollars (\$250) stipend after completing training.
 - c. The Association will be given an hour on one of the training days to meet with unit members and will provide lunch for the attendees.
2. Early Learning Center Unit Members
 - a. The ELC unit members will have additional professional development days before the first student day to complete district-directed training.
 - b. IEP Writing Release Time: Unit members will be allotted up to one (1) waiver day each year, with building administration approval, (to be taken in not less than half (1/2) day increments) for the sole purpose of IEP writing.
 - c. A Kindergarten screening day will occur annually, with all Kindergarten students having the student day off school so the required staff can perform the screening.

ARTICLE 21
SCHOOL DAY

A. STUDENT SCHOOL DAY

The student day shall not exceed six (6) hours and fifty (50) minutes.

B. UNIT MEMBER WORK DAY

1. 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.
2. The start time for Grades PreK – 5th unit members shall be thirty (30) minutes prior to the start of the student school day, and the end time shall be ten (10) minutes after the end of the student school day.
3. The start time for Grades 6th – 12th 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.
4. The unit member workday time before the student school day and at the end of the student school day may be used at the direction of the administration for unit member meetings.
5. 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.
 - a. Every effort will be made to plan IEP and 504 meetings during the unit member's workday.

- b. If a meeting must be held during a unit member's instructional time, the district will provide coverage.
- c. Building Administrators and the Director of Pupil Services will employ substitutes to cover special and regular education unit members during the school day when those unit members are needed for IAT, IEP, MFE, or 504 conferences.

C. STAGGERED SCHOOL DAY

1. 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).
2. 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.

D. ADDITIONAL MEETINGS

1. The Building Administrator or the Superintendent may schedule one (1) meeting per month after the unit member workday. This meeting is not to last more than sixty (60) minutes.
2. In the event of an emergency, the Superintendent may call more than the number of meetings set forth in this Article.

ARTICLE 22
CLASS SIZE AND COMPOSITION

A. GENERAL PROVISIONS

1. The Board of Education and the Association agree that class size should be consistent with the standards of quality education.
2. The Board 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.
3. The Board agrees there shall be no reprisals if the unit member refuses to accept more students according to the conditions of this article.

B. EARLY LEARNING CENTER (PRESCHOOL) CLASS COMPOSITION

The parties agree the maximum number of students in ELC classrooms will not exceed State guidelines.

C. KINDERGARTEN THROUGH THIRD (3RD) GRADE CLASS COMPOSITION

1. The parties agree that the maximum number of students in each classroom will not exceed twenty-three (23) students.
2. Art, music and physical education will be subject to a class composition limit of thirty (30) students.
3. Unit members whose classrooms exceed the class size limit by one (1) student after October 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 unit member.
4. No more than eleven (11) students in grades K-3 assigned to any general or co-taught class shall be students who qualify as an English Language Learner, have a 504 or are served with an IEP (not including students on 504s with asthma, allergy, diabetes, speech, Crohn's Disease, Inflammatory Bowel Disease, migraines, anxiety, hearing, visual, or orthopedic impairments and not including students on IEP's for speech only, hearing, visual, or orthopedic impairments). No more than eight (8) of the students may be students with a 504 or IEP.
 - a. A student who begins the school year (first day of school) already in the evaluation process (signed consent from guardian) will count as a student with a disability toward the class cap. If the student does not end up qualifying as a student with a disability throughout the evaluation process, they will no longer count toward the class cap.
5. During the school year this number can be exceeded due to a change brought about by one (1) student (who was not in the evaluation process by the first day of school). This number cannot be exceeded due to a change brought about by two (2) or more students unless the unit member agrees. There shall be no reprisals if the unit member refuses to accept more students.

D. FOURTH (4th) and FIFTH (5th) GRADE CLASS COMPOSITION

1. The parties agree that the maximum number of students in each classroom, with the exception of art, music, and physical education classes, will not exceed twenty-seven (27) students.
2. Art, music and physical education will be subject to a class size limit of thirty (30) students.
3. Unit members whose classrooms exceed the class size limit by one (1) student after October 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 unit member.
4. No more than twelve (12) students assigned to any general or co-taught class shall be students who qualify as an English Language Learner, have a 504 or are served with an IEP (not including students on 504s with asthma, allergy, diabetes, speech, Crohn's Disease, Inflammatory Bowel Disease, migraines, anxiety, hearing, visual, or orthopedic impairments and not including students on IEP's for speech only, hearing, visual, or orthopedic impairments). No more than nine (9) of the students may be students with a 504 or IEP.

- a. A student who begins the school year (first day of school) already in the evaluation process (signed consent from guardian) will count as a student with a disability toward the class cap. If the student does not end up qualifying as a student with a disability throughout the evaluation process, they will no longer count toward the class cap.
5. During the school year this number can be exceeded due to a change brought about by one (1) student (who was not in the evaluation process by the first day of school). This number cannot be exceeded due to a change brought about by two (2) or more students unless the unit member agrees. There shall be no reprisals if the unit member refuses to accept more students.

E. SIXTH (6th) THROUGH EIGHTH (8th) GRADE CLASS COMPOSITION

1. The parties agree classes, with the exception of art, music, and physical education, will be scheduled such that classroom unit members will not be assigned more than one hundred sixty-two (162) pupils in one (1) day for the purpose of instruction.
 - a. Individual class size will be kept at no greater than twenty-eight (28) students except where the unit member agrees to accept more than twenty-eight (28) students.
2. The parties agree that all art unit members will not be assigned more than one hundred eighty (180) pupils in one (1) day for the purpose of instruction.
 - a. Art classes will be subject to a class size limit of thirty (30) students per unit member per class, unless the art unit member agrees to accept more.
3. The parties agree that all physical education unit members will not be assigned more than one hundred eighty (180) pupils in one (1) day for the purpose of instruction.
 - a. Physical education classes will be subject to a class size limit of thirty-five (35) students per unit member per class, unless the P.E. unit member agrees to accept more. There shall be no reprisals if the unit member refuses to accept more students.
4. The parties agree that all music unit members will not be assigned more than one hundred eighty (180) pupils in one (1) day for the purpose of instruction with the exception below.
 - a. Performance Music classes will not be subject to a class size limit. However, if there are two (2) unit members present in the room, each student will count as one-half (1/2) solely for the purpose of a daily unit member cap. If a class has more than forty-five (45) students, two (2) unit members will be present.
5. No more than thirteen (13) students assigned to any class, with the exception of music performance classes, shall be students who qualify as an English Language Learner, have a 504 or are served with an IEP (not including students on 504 only for asthma, allergy, diabetes, speech, Crohn's Disease, Inflammatory Bowel Disease, migraines, anxiety, hearing, visual, or orthopedic impairments and not including students on IEP's for speech only, hearing, visual, or orthopedic impairments). No more than ten (10) of the students may be students with a 504 or IEP.
 - a. A student who begins the school year (first day of school) already in the evaluation process (signed consent from guardian) will count as a student with a disability toward the class cap. If the student does not end up qualifying as a student with a disability throughout the evaluation process, they will no longer count toward the class cap.

6. During the school year this number can be exceeded due to a change brought about by one (1) student (who was not in the evaluation process by the first day of school). This number cannot be exceeded due to a change brought about by two (2) or more students unless the unit member agrees. There shall be no reprisals if the unit member refuses to accept more students.
7. Classes may exceed the class size limit by agreement between the unit member and the Building Administrator.
 - a. An Association representative may be included in the discussions between the classroom unit member and the Building Administrator if requested by the unit member.
 - b. Unit members who agree to exceed the individual class or daily pupil limit shall be paid \$45.00 per day for 1-5 additional students.
 - c. Unit members will not be paid more than \$45.00 per day for exceeding both the individual class and daily pupil limits.
 - d. There shall be no reprisals if the unit member refuses to accept more students.

F. NINTH (9th) THROUGH TWELFTH (12th) GRADE CLASS COMPOSITION

1. The parties agree classes, with the exception of art, music, and physical education, will be scheduled such that classroom unit members will not be assigned more than one hundred sixty-two (162) pupils in one (1) day for the purpose of instruction.
 - a. Individual class sizes will be kept at no greater than thirty (30) students except where the unit member agrees to accept more than thirty (30) students. There shall be no reprisals against a grades 9 – 12 unit member who refuses to accept more than thirty (30) students.
2. The parties agree that all art unit members will not be assigned more than one hundred eighty (180) pupils in one (1) day for the purpose of instruction.
 - a. Art classes will be subject to a class composition limit of thirty (30) students per unit member per class, unless the art unit member agrees to accept more.
3. The parties agree that all physical education unit members will not be assigned more than one hundred eighty (180) pupils in one (1) day for the purpose of instruction.
 - a. Physical education classes will be subject to a class size limit of thirty-five (35) students per unit member per class, unless the P.E. unit member agrees to accept more.
4. The parties agree that all music unit members will not be assigned more than one hundred eighty (180) pupils in one (1) day for the purpose of instruction.

5. No more than fourteen (14) students assigned to any class, with the exception of music performance classes, shall be students who qualify as an English Language Learner, have a 504 or student served with an IEP (not including students on 504s with asthma, allergy, diabetes, speech, Crohn's Disease, Inflammatory Bowel Disease, migraines, anxiety, hearing, visual, or orthopedic impairments and not including students on IEP's for speech only, hearing, visual or orthopedic impairments). No more than ten (10) of the students may be students with a 504 or IEP.
 - a. A student who begins the school year (first day of school) already in the evaluation process (signed consent from guardian) will count as a student with a disability toward the class cap. If the student does not end up qualifying as a student with a disability throughout the evaluation process, they will no longer count toward the class cap.
6. During the school year this number can be exceeded due to a change brought about by one (1) student (who was not in the evaluation process by the first day of school). This number cannot be exceeded due to a change brought about by two (2) or more students unless the unit member agrees. There shall be no reprisals if the unit member refuses to accept more students.
7. Classes may exceed the class size limit by agreement between the classroom unit member and the Building Administration.
 - a. An Association representative may be included in the discussions between the classroom unit member and the Building Administration if requested by the unit member.
 - b. Unit members who agree to exceed the individual class or daily pupil limit shall be paid \$45.00 per day for 1-5 additional students.
 - c. Unit members will not be paid more than \$45.00 per day for exceeding both the individual class and daily pupil limits.
 - d. There shall be no reprisals if the unit Member refuses to accept more students.

ARTICLE 23 **WORKING CONDITIONS**

The Employer shall be responsible for ensuring and maintaining 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.

Representatives of the bargaining unit appointed by the Association and the Building 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.

A. IEP WRITING RELEASE

Intervention Specialists and related service providers will be allotted up to one (1) waiver day each year, with Building Administration approval (to be taken in not less than ½ day increments) for the sole purpose of IEP writing.

B. CURRICULUM CHANGES

When there is a substantial change to the curriculum or programming, the impacted department or grade level will have an opportunity to provide input.

C. UNIT MEMBER SCHEDULING, COLLABORATION, AND RESOURCE ALLOCATION

1. All unit members shall have a duty-free uninterrupted lunch period each workday of at least thirty (30) consecutive minutes as required by the Ohio Revised Code.
2. Each unit member at the Early Learning Center and grades K-5 shall be provided with a planning period of forty (40) consecutive minutes per day. Each unit member at the middle school and high school shall be provided with a planning period equal to a class period each day. In the event a class day is shortened, the planning/conference period will be reduced accordingly.
3. Travel time shall not be considered a part of the assigned lunch or planning time. Travel time must occur within the student day.

D. GRADES AND GRADING PERIODS

1. All grading periods shall end on the last student day of the week. Grades for grading periods one through three (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 unit member workday.
2. 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.
3. Unit members will use Progress Book to post grades and/or comments bi-weekly for parent viewing.

E. EMAILS

Unit members shall check e-mails twice daily, and respond to parents in a timely manner.

F. BOARD PROVIDED INSTRUCTIONAL MATERIALS FOR UNIT MEMBERS

Any class student fees will be utilized by the classroom unit member for consumable instructional supplies for use by students only.

G. THE BOARD WILL PROVIDE THE FOLLOWING FOR EVERY UNIT MEMBER:

1. Instructional materials and supplies needed by unit members and approved by Building Administrators.

2. Any materials required for district-initiated programs will be provided.
3. The Board will provide a workspace for unit members.

H. UNIT MEMBERS NEW TO THE DISTRICT

1. Any unit member hired by the Board who is not a Resident Educator as defined by the Ohio Department of Education shall be assigned to a Building Mentor during their first year of employment.
 - a. The Building Mentor shall be compensated two hundred fifty dollars (\$250) and mentor no more than one (1) unit member.
 - b. Building Mentors shall provide some of the following, but not limited to guidance on building practices, schedule details, assistance with navigating Progress Book, accessing building and District forms, and consulting on district procedures and policies. Their goal is to assist the unit member in acclimating to the building or district.

I. TECHNOLOGY

An IT person will be designated for each building. The District will provide each unit member with a laptop that is no more than five years old.

J. CONDITIONS PRIOR TO THE START OF SCHOOL

1. If the Board has a supply drop-off event for families, it will occur outside the contractual hours of the workday.
2. By the first student day, the District will equip each unit member with the following information pertinent to students under the unit member's direct supervision: IEP's, 504's, gifted identification and major medical alerts.

K. SUBSTITUTES

1. In the event of unit member 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.

L. VOLUNTEERS

1. Classroom volunteers are permitted into classrooms according to Board policy and unit member consent.
2. Vendor representatives, including trainers, are permitted into classrooms according to Board policy and unit member consideration. Information from the visit may not be used for evaluative purposes.

M. ACADEMIC FREEDOM STATEMENT

The primary responsibility for instructional design is with the classroom unit Member until or unless there is a concern being addressed through the evaluation process.

ARTICLE 24
RESPONSIBILITIES AND EXPECTATIONS OF UNIT MEMBERS

A. CLASSROOM UNIT MEMBER EXPECTATIONS

1. In addition to a normal classroom assignment, a unit Member is expected to handle details of record keeping and reports required by the Board of Education and Administration.
2. Unit members may be required to keep an outline of class procedures, including daily lesson plans, for use by Building Administrators, supervisors, and substitute teachers.
3. Unit members 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 Building Administrator or the Superintendent. Unit members shall dismiss their classes promptly at the appointed time.
4. Unit members shall 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.
5. Teachers will not be routinely assigned additional duties during designated class period transitions.

B. CLASSROOM UNIT MEMBER DUTY ASSIGNMENTS AND LIMITATIONS

1. Unit members shall not be absent from school without prior notification of the Building Administrator, 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 Building Administrator may require a unit member to stay in the building.
2. 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 unit Members shall perform toileting related duties.
3. Unit members shall not be assigned duties typically performed by classified staff, with the exception of lunch duty, nor shall they be routinely assigned to supervise study hall.

ARTICLE 25
EVALUATION

A. REQUIREMENTS

1. 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 unit Members developed under Section 3319.112 of the Ohio Revised Code.

2. If the Ohio Revised Code changes the frequency of required evaluations, then the school year following the effective date of the change, the district will convert to the minimum required time limits.
3. Unit members who work collaboratively to support a member in their practice, such as but not limited to instructional coaches and mentors, have confidential conversations, observations, and activities that are not part of the evaluation process.
4. The evaluation cycle shall be completed no later than May 1st, and the unit member being evaluated shall receive a completed evaluation tool, including the determined final holistic rating of effectiveness, at the final post-conference and not later than May 10th.
5. As used in this Article, days means days when school is in session. If the unit member or evaluator is absent, those days will not be counted.
6. 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.
7. The Building Administrator or Superintendent shall make a final recommendation for the purpose of contract renewal at the completion of the evaluation process.

B. THE OBJECTIVE OF EVALUATIONS

The objectives of evaluating unit members are as follows:

1. To act as a catalyst for enhancing the professional growth and practices of all unit members, individually and collectively, within the district, focusing on continuous improvement and excellence.
2. Refine strategies by providing insightful feedback that directly influences methods and approaches, ensuring they align with current standards and needs.
3. To support all members and leaders in identifying, adopting, and perfecting effective practices, thereby maximizing outcomes and growth opportunities.
4. To inform employment decisions.

C. EVALUATION TOOLS

1. "Teachers" as defined in ORC 3319.111 shall be evaluated using the Ohio Teacher Evaluation System (OTES 2.0).
2. School Counselors shall be evaluated using the Ohio School Counselor Summative Evaluation Rating (OSCES).
3. All other unit members shall be evaluated using a modified OTES 2.0 framework.

D. CRITERIA FOR ASSESSING UNIT MEMBER'S PERFORMANCE

1. The appropriate evaluation tool shall be used with integrity.

2. A unit member's performance shall be assessed based on the Educator Standards and the Teacher Performance Evaluation Rubric.
3. The assessment of a unit member's performance shall be based on the evidence provided by the unit member, the formal observations/walkthroughs by the unit member's assigned evaluator, informal conversations, evidence of practice and professionalism, and high-quality student data (HQSD).
4. All monitoring or observation of the work performance of a unit member shall be conducted openly.
5. All results and conclusions of an assessment of a unit member's performance shall be documented and supported by evidence.

E. FREQUENCY OF EVALUATIONS

1. Unit members who apply for a continuing contract or are at the end of their contract cycle, must have a full evaluation regardless of their final holistic rating.
2. Otherwise, unit members who receive a final holistic rating of accomplished will be evaluated once every three (3) years.
3. Otherwise, unit members who receive a final holistic rating of skilled will be evaluated once every two (2) years
4. Unit members who receive a final holistic rating of developing or ineffective will be evaluated each year.
5. For those unit members 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.
6. Unit members, who provide a letter of intent, to retire at or before the end of the current school year, by December 1st will not be evaluated during that school year.
7. Unit members 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.

F. EVALUATORS

The person responsible for assessing a teacher's performance shall be:

1. The teacher's Building Administrator or the Superintendent.
 - a. A teacher rated as "Accomplished" may choose their credentialed evaluator. The teacher should reach out to the Building Administrator and Director of Human Resources to request a specific evaluator from an approved list provided by the District.
 - b. A teacher rated as "Skilled" may have input on the selection of their credentialed evaluator.

2. 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.
3. Typically, a unit member's evaluator will be the their Building Administrator.
4. The evaluator shall not be a unit member.
5. The evaluator will be licensed and credentialed before beginning an evaluation as required by the state.
6. 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.
7. The evaluator for a unit member at the beginning of a school year shall be the only evaluator for that unit member for all aspects of the evaluation procedure, unless:
 - a. An unforeseen emergency arises and a new evaluator must be chosen, with the mutual agreement of the Association President and the Superintendent.
 - b. In a situation where either an evaluator or a unit member is not available, a unit member can choose to pause the unit member's OTEs process or continue with a new evaluator.

G. PRE-OBSERVATION CONFERENCE - FULLY-EVALUATED TEACHERS

1. Pre-Observation Conference
 - a. A meeting between the evaluator and the unit member must occur before an observation at a mutually agreed-upon date and time unless the unit member declines the meeting.
 - b. At this meeting, the unit member shall have an opportunity to share information helpful to understand the observation.
 - c. Unit members who are evaluated using OTEs 2.0 may choose but are not required, to complete a pre-observation form prior to the meeting.

H. POST-OBSERVATION CONFERENCE - FULLY-EVALUATED TEACHERS AND TEACHERS IN A NON-EVALUATIVE YEAR

1. A meeting between the evaluator and the unit member will meet at a mutually agreed-upon date and time within five (5) working days following the formal observation.
2. The post-conference discussion between the evaluator and teacher should focus on identified area(s) of focus.
3. 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.
4. Within five (5) workdays, the evaluator will provide the unit member with a completed evaluation tool for the observation that states the overall holistic rating for the unit member at this point. The unit member shall have five (5) workdays to provide additional evidence for the current observation after being given paperwork.

5. A unit member will sign the final copy of the evaluation tool for the cycle. A signature means the unit member is acknowledging receipt of the paperwork, not agreement.
6. A unit member shall have five (5) days to provide additional evidence for the current evaluation cycle after the post-conference.

I. WALKTHROUGHS

1. A walkthrough is an informal observation performed by a unit member's assigned evaluator that focuses on one (1) or no more than two (2) of the standards, goals, and/or areas of focus.
2. The walkthrough will consist of at least five (5) consecutive instructional or work tasks minutes, but not more than fifteen (15) consecutive minutes in duration.
3. The unit member shall be provided a copy of the walkthrough form no later than five (5) workdays following the walkthrough, and the evidence will be shared at the post-conference.
4. No more than four (4) walkthroughs shall be conducted in each evaluation cycle unless more are requested and mutually agreed upon between the unit member and evaluator.
5. Walkthroughs shall not disrupt and/or interrupt the learning environment.

J. NON-EVALUATIVE YEARS OBSERVATION

1. 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.
2. Observations shall not disrupt and/or interrupt the learning environment.
3. The observation will occur at a date and time the evaluator and unit member mutually agree to in advance.

K. OBSERVATION DURING EVALUATION YEARS

1. A minimum of two (2) formal observations will be conducted at mutually agreed-upon dates and times.
2. 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.
 - a. The first (1st) formal holistic observation process, including time for the collecting of additional evidence, will be completed no later than December 15th.
 - b. The second (2nd) focused observation will occur during the second (2nd) semester and prior to May 1st.
 - c. There shall be at least six (6) work weeks between formal observations.
 - d. Observations shall not disrupt and/or interrupt the classroom learning environment.

L. EVALUATION FOR ALL OTHER UNIT MEMBERS

1. All other unit members shall be evaluated using a modified OTES 2.0 framework, including a modified rubric, professional growth plan or improvement plan, and high-quality student data.

M. HIGH-QUALITY STUDENT DATA (HQSD)

1. 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.
2. The teacher will provide analysis of and reflection on HQSD on the growth plan or improvement plan.
3. HQSD shall be used as evidence in any component of the teacher's evaluation.

N. GOAL SETTING FOR THE NEW YEAR

1. Unit members will have a professional growth plan or an improvement plan.
2. Unit members may be placed on an Improvement plan in the following circumstances:
 - a. Receive a final holistic rating of ineffective.
 - b. Receive a deficiency in any of the individual domains of the evaluation tool.
3. A unit member on an improvement plan may request the assistance of an instructional coach as part of the improvement plan. Such requests shall be granted.
 - a. An improvement plan will be created that will include support for the unit member, such as working with an instruction coach, collaboration time with another unit member, observations of other unit members, or additional training. Reasonable release time shall be provided.
4. All other unit members, including members new to the district, will have a professional growth plan.
 - a. Unit members who received a final holistic rating of accomplished shall set their own goals for the plan (self-directed goals).
 - b. Unit members who received a final holistic rating of skilled shall collaborate with their evaluator to create goals for their plan (jointly developed goals).
 - c. Unit members who received a rating of developing and are not placed on an improvement plan will have their goals created by their evaluator for their plan (evaluator guided).
5. The Building Administrator will hold at least a mid-year discussion with the unit member regarding progress toward the unit member's professional growth plan or improvement plan.

6. For unit members evaluated using OTES 2.0, unit members must be in compliance with the professional growth plan requirements of ORC 3319.111 to be evaluated less frequently than every year.

O. SUPPORTING MEMBERS

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

P. FINALIZATION OF EVALUATION

1. The evaluation cycle shall be completed no later than May 1st.
2. A unit member's last final evaluation rating will be recorded as their rating for any year they are not evaluated.
3. 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.
4. The district shall only enter into OhioES Portal the minimum amount of information required by the state.
5. The following will be placed in member permanent files: Final Holistic Rating of Teacher Effectiveness from OhioES Portal, professional growth plan OR improvement plan.
6. The unit member can attach additional information to their final holistic rating of teacher effectiveness.
7. The Building Administrator or Superintendent shall make a final recommendation for the purpose of contract renewal as required by the Superintendent.

Q. WRITTEN REPORT

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.

R. DUE PROCESS

1. 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.
2. A unit member has five (5) workdays to provide additional evidence for a different final holistic rating of teacher effectiveness than what was originally given by the evaluator.
3. A unit member may bring an Association representative to any meeting or conference relative to the evaluation cycle. It is the responsibility of the unit member to request Association representation.
4. Each unit member shall have the opportunity to review the unit member's performance score in order to ensure accuracy in reporting. If the unit member believes there is an inaccuracy, the unit member shall notify the Superintendent within ten (10) workdays of receiving the final paperwork and final rating.
5. 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 5 – Grievance Procedure.
6. Failure to comply with this section does not preclude non-renewal action by the Board on or before June 1st.

S. STATUTE CHANGES

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 unit member 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 agree to reopen negotiations for purposes of this Article only.

T. DEFINITIONS:

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.

ARTICLE 26
RESIDENT EDUCATOR PROGRAM

A. PROGRAM ADMINISTRATION

The Resident Educator Program is currently administered by the Licking Regional Education Service Center (LRESC). The program will meet all of the requirements set forth by the State of Ohio.

1. Should, at any time in the future, the Licking Regional program cease to exist, or the school district chooses 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 the Association President, and two (2) members selected by the Superintendent.
2. A posting will occur for the position of Lead Mentor with the state requirements and obligations to be a mentor.
3. The Lead Mentor will be a unit member designated by the Superintendent or designee after consideration of recommendation by the Association President.
4. A posting will occur for the position of Resident Educator Mentor with the state requirements and obligations to be a mentor.
5. Mentor positions will be posted consistent with Article 9 - Vacancies and Transfers and will be chosen from eligible applicants by the Superintendent and the Lead Mentor for the following school year.

B. ADDITIONAL REQUIREMENTS

1. The District shall provide professional release time during the workday for the lead mentor, resident educator mentors, and mentees for mentees to meet with the assigned Resident Educator, attend mandated Resident Educator Program meetings, and complete the necessary observations required in the program.
2. A Mentee may request a different mentor be assigned to them at any step of the process, and that request will be granted. The stipend for Resident Educator Mentors will be proportionately split between the two (2) mentors.
3. The interactions and activities between the Lead Mentor, the Resident Educator Mentor, and the mentee are private and confidential and cannot be used for evaluation purposes.
 - a. 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.

SECTION IV – LEAVES

ARTICLE 27
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 amount 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 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 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 the unit member uses no more than three (3) sick days during the school year.

A unit member shall receive one (1) day’s additional pay if the unit member 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 1st of any school year shall receive the sick 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 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 36 – Non-Supplemental Payments, Section (B)(3).

ARTICLE 28
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 the unit member’s 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 the unit member 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 the unit member's 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 the unit member's intent to withdraw. If a unit member withdraws from the SLB, the unit member 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 the unit member begins active service after the first fifteen (15) days of the unit member 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, unit members 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 contract or second (2nd) 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 ($\frac{1}{2}$) 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 29
PARENTAL LEAVE**

A. MATERNITY LEAVE

A pregnant unit member may use up to twelve (12) weeks of unused accumulated sick leave as maternity leave immediately following the birth of a child. Unit members have 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, the unit member 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. An additional six (6) weeks, for a total of twelve (12) weeks, can be taken as unpaid leave.

C. **ADOPTION LEAVE**

A unit member may be granted adoption leave charged to the unit member's sick leave for up to one (1) week prior and six (6) weeks immediately 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. The additional balance up to twelve (12) weeks can be taken unpaid.

ARTICLE 30
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 the unit member's 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, the unit member shall have the right to appeal the matter to the Director of Certified/Licensed Personnel, whose decision shall be final.

ARTICLE 31 **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 32 **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 Administrator 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 33
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 10 - 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 the unit member's leave, a unit member will make a written report to the Superintendent detailing the use which was made of the unit member's 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 the unit member's 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.
 - a. 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.
 - b. The unit member will pay the unit member's 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.
 - c. 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 34
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, a unit member will enter the absence in AESOP forty-eight (48) hours prior to the absence. In the case where this is not possible, the unit member will contact the unit member's Building Administrator.
- 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, the unit member shall be paid the bonus in cash.

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

- E. Any unit member who retires or resigns on or after May 1st of any school year shall receive the personal leave bonus, if eligible. Any 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 unit member any time during the school year, the unit member shall receive the personal leave bonus, if eligible. The personal leave bonus shall be paid in accordance with Article 36 – Non-Supplemental Payments, Section (B)(3).

ARTICLE 35
ASSAULT LEAVE

Unit members may receive paid leave of absence which results from physical assault while engaged in the performance of the unit member's 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 the unit member's regular benefits during the period of the leave and shall have the right to return to the same position(s) the unit member occupied prior to the leave.

SECTION V – FINANCIAL

ARTICLE 36
NON-SUPPLEMENTAL PAYMENTS

A. RETIREMENT INCENTIVE PROGRAM

1. Per STRS guidelines at the time of retirement, a unit member who retires the first (1st) year they are eligible for retirement will receive a ten thousand dollars (\$10,000.00) retirement incentive.
2. If the unit member chooses to retire the second (2nd) year they are eligible for retirement, they will receive a seven thousand five hundred dollars (\$7,500.00) retirement incentive.
3. A unit member who chooses not to retire within the first (1st) two (2) years of eligibility per STRS guidelines, will not be eligible for a retirement incentive.
4. The retirement incentive shall be paid with the first pay in January following the year of actual retirement.

B. 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:

1. 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.
2. 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 16 – Retired Unit Members and Part-Time Unit Members.

It is the retiring unit member's responsibility to notify the Treasurer's office prior to June 1st of the unit member's 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.)

3. 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 (B)(1) or (B)(2) above.
4. 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 (B)(1) or (B)(2) 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.
5. An accumulated leave plan is in place for eligible unit members.

C. **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.

D. 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:

1. 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.
2. Shall be uniformly applied to all unit members.
3. The pick-up shall apply to all compensation including supplemental earnings.
4. 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.

E. REIMBURSEMENT FOR COLLEGE WORK

1. District Initiated College Work

When the District identifies a need for a position requiring specific certification for which no currently certified individuals are available or interested, the following process will be enacted:

- a. Tuition Reimbursement: The District agrees to cover the full cost of the coursework necessary for obtaining the certification, contingent upon the unit member successfully completing each course with a passing grade.
- b. Repayment Clause: Should the unit member decide not to return to the District for the following two (2) academic years, they are required to reimburse the District for the tuition costs incurred.
- c. Funding Source: The tuition reimbursement for this certification will not be deducted from the general college tuition fund designated for all unit members. This ensures that the financial support for professional development through this specific pathway does not diminish the resources available for other unit members' educational pursuits.

2. Tuition Fund For Unit Members

- a. The Board of Education will reimburse unit members a per credit hour up to a maximum of four thousand dollars (\$4,000.00) per unit member per year. This reimbursement is for instruction fees only for undergraduate and graduate hours.
 - i. Annually, the Board shall allocate one hundred twenty thousand dollars (\$120,000.00) for reimbursement for college work. Unused funds will not carry over to the following year.
 - ii. 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 four thousand dollars (\$4,000.00) per unit member per year, at any time until the amount runs out.
 - iii. A balance of funds available under this program and the availability of fee waivers will be reported monthly to the Association President through monthly e-mail.
 - iv. 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 the unit member 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 the unit member's duties in the school system. If there is a question concerning the suitability of a specific course, the Superintendent or the unit member's designee will discuss the situation with the unit member before approving or disapproving the application.

- i. If a course application is disapproved by the Superintendent or designee, the unit member will be given reasons in writing for that disapproval.
- f. Prior to the first course 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 prior to the start of class.
 - i. 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 course meeting. In the event that the unit member does not receive the unit member's 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.
 - ii. Reimbursement will only be made for course work in which a passing grade was received.
 - iii. 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.
 - iv. 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).
 - v. 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, The Treasurer shall by email to all unit members provide notice of the availability of fee waivers and invite those who are interested to submit a statement of interest within five (5) working days of the date of the email.
 - i. The Treasurer shall provide to the Association President the names of all individuals submitting a statement of interest in receiving a fee waiver.
 - ii. The Association President/designee shall choose the Association members to receive a fee waiver.
 - iii. 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.

F. SERVICE CREDIT

1. 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 the unit member’s academic training level on the salary schedule of the Southwest Licking Local School District (ORC 3317.13).
2. 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.
3. 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 37
SUPPLEMENTAL PAYMENTS

This article encompasses all supplemental contracts, supplemental duties, supplemental positions, and stipends between certified employees and the District with the exception of extended year payments.

GROUP I

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

GROUP II

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

GROUP III

Asst. Baseball
Asst. Girls Softball
Asst. Boys Soccer
Asst. Girls Soccer
Asst. Boys Wrestling
Asst. Girls Wrestling
H.S. Chorus Instructor
Head 7th Grade Football
Head 8th Grade Football
Varsity Swimming

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
Head Boys Tennis
Head Girls Tennis
Head Boys Golf

Head Girls Golf
 M.S. Boys/Girls Track
 Varsity Cheerleading – Fall
 Varsity Competition Cheerleading - Winter

GROUP V

7th & 8th Grade Cheerleading
 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
 HS Auditorium Manager
 Color Guard
 Percussion Instructor
 M.S. Cross Country
 M.S. Head Wrestling
 M.S. Softball
 HS Musical Production

GROUP VI

H.S. Play Production ¹
 H.S. Robotics
 Asst. Boys Tennis
 Asst. Girls Tennis
 Asst./J.V. Golf
 7th Grade Cheerleading
 8th Grade Cheerleading
 M.S. Competition Cheerleading

GROUP VII

M.S. Play Production ¹
 M.S. and H.S. Pep Band
 M.S. Asst. Wrestling
 Asst. M.S. Cross Country

STIPENDS

Fifth Grade Camp Lead\$500
 HS Student Council.....\$2,500
 MS Student Council.....\$1,000
 Scholarship Banquet\$1,500
 9th Grade Advisor.....\$1,000
 10th Grade Advisor.....\$1,000
 11th Grade Advisor.....\$1,000
 12th Grade Advisor.....\$2,000
 HS Robotics\$2,500
 HS Accompanist ²\$5,000
 MS Accompanist ³\$2,500
 HS Quiz Bowl and In the Know Advisor
\$1,000
 WIS Quiz Bowl.....\$500
 National Honor Society.....\$1,000
 Elementary Yearbook\$1,000
 Elementary Safety Patrol\$1,000
 HS and MS Faculty Manager.....\$1,500
 Head Robotics Advisor 4th – 8th\$2,000
 Robotics Coach 4th – 8th\$1,000
 LPDC\$1,000
 Building Mentor.....\$250
 Lead Teacher.....\$800
 M.S. Band, Chorus and Orchestra \$50 ⁵
 H.S. Orchestra..... \$50 ⁵
 K – 5 Concert \$50 ⁵
 Approved Club Advisors\$500
 CampsUp to \$1,000
 ECO Summit.....Up to \$1,000
 Home Instruction Coordinator\$3,000
 Digital Academy Academic Support
 Specialist..... Up to \$6,000 ⁴
 PD Presenter.....Up to \$500
 Speech Home Instruction..... Up to \$60/Hr.
 Curriculum Review Up to \$50/Hr.
 IEP Writing..... Up to \$85/Hr.
 IEP Compliance Up to \$35/Hr.

FOOTNOTES:

- ¹ Compensation of play production for a maximum of two (2) productions permitted per year.
- ² Two (2) days a week plus performances.
- ³ One (1) day a week plus performances.
- ⁴ Separate Fall and Spring Stipend/Supplemental.
- ⁵ Per concert outside school day.

NOTES:

Compensation for supplemental 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.

<u>CATEGORY</u>	YEARS OF EXPERIENCE					
	<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.

ARTICLE 38
SALARY SCHEDULE

The base salary for the term of this agreement will be increased Year 1 by two percent (2%), Year 2 by three percent (3%) and Year 3 by three percent (3%) plus a revised index and salary schedule.

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

INDEX

Years of Service	Bachelors Degree	Masters Degree	M+15	M+30 ¹	M+45
0	1.0000	1.0450	1.0925	1.1425	1.1950
1	1.0400	1.0900	1.1400	1.1925	1.2475
2	1.0800	1.1350	1.1875	1.2425	1.3000
3	1.1200	1.1800	1.2350	1.2925	1.3525
4	1.1600	1.2250	1.2825	1.3425	1.4050
5	1.2000	1.2700	1.3300	1.3925	1.4575
6	1.2400	1.3150	1.3775	1.4425	1.5100
7	1.2800	1.3600	1.4250	1.4925	1.5625
8	1.3200	1.4050	1.4725	1.5425	1.6150
9	1.3600	1.4500	1.5200	1.5925	1.6675
10	1.4000	1.4950	1.5675	1.6425	1.7200
11	1.4400	1.5400	1.6150	1.6925	1.7725
12	1.4800	1.5850	1.6625	1.7425	1.8250
13	1.5200	1.6300	1.7100	1.7925	1.8775
14	1.5600	1.6750	1.7575	1.8425	1.9300
15	1.6000	1.7200	1.8050	1.8925	1.9825
16	1.6000	1.7200	1.8050	1.8925	1.9825
17	1.6400	1.7650	1.8525	1.9425	2.0350
18	1.6400	1.7650	1.8525	1.9425	2.0350
19	1.6800	1.8100	1.9000	1.9925	2.0875
20	1.6800	1.8100	1.9000	1.9925	2.0875
21	1.7200	1.8550	1.9475	2.0425	2.1400
22	1.7200	1.8550	1.9475	2.0425	2.1400
23	1.7600	1.9000	1.9950	2.0925	2.1925
24	1.7600	1.9000	1.9950	2.0925	2.1925
25	1.8000	1.9450	2.0425	2.1425	2.2450

¹ - Unit members hired prior to July 1, 2024 with 200 semester hours will be placed at M+30 unless the unit member has earned enough semester hours to qualify for M+45. For unit members hired on or after July 1, 2024, only semester hours earned after obtaining the first Master's degree will count towards advancement across the salary schedule.

NOTE: 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, 2024 Through June 30, 2025

Years of Service	Bachelors Degree	Masters Degree	M+15	M+30¹	M+45
0	\$ 48,144	\$ 50,310	\$ 52,597	\$ 55,005	\$ 57,532
1	\$ 50,070	\$ 52,477	\$ 54,884	\$ 57,412	\$ 60,060
2	\$ 51,996	\$ 54,643	\$ 57,171	\$ 59,819	\$ 62,587
3	\$ 53,921	\$ 56,810	\$ 59,458	\$ 62,226	\$ 65,115
4	\$ 55,847	\$ 58,976	\$ 61,745	\$ 64,633	\$ 67,642
5	\$ 57,773	\$ 61,143	\$ 64,032	\$ 67,041	\$ 70,170
6	\$ 59,699	\$ 63,309	\$ 66,318	\$ 69,448	\$ 72,697
7	\$ 61,624	\$ 65,476	\$ 68,605	\$ 71,855	\$ 75,225
8	\$ 63,550	\$ 67,642	\$ 70,892	\$ 74,262	\$ 77,753
9	\$ 65,476	\$ 69,809	\$ 73,179	\$ 76,669	\$ 80,280
10	\$ 67,402	\$ 71,975	\$ 75,466	\$ 79,077	\$ 82,808
11	\$ 69,327	\$ 74,142	\$ 77,753	\$ 81,484	\$ 85,335
12	\$ 71,253	\$ 76,308	\$ 80,039	\$ 83,891	\$ 87,863
13	\$ 73,179	\$ 78,475	\$ 82,326	\$ 86,298	\$ 90,390
14	\$ 75,105	\$ 80,641	\$ 84,613	\$ 88,705	\$ 92,918
15	\$ 77,030	\$ 82,808	\$ 86,900	\$ 91,113	\$ 95,445
17	\$ 78,956	\$ 84,974	\$ 89,187	\$ 93,520	\$ 97,973
19	\$ 80,882	\$ 87,141	\$ 91,474	\$ 95,927	\$ 100,501
21	\$ 82,808	\$ 89,307	\$ 93,760	\$ 98,334	\$ 103,028
23	\$ 84,733	\$ 91,474	\$ 96,047	\$ 100,741	\$ 105,556
25	\$ 86,659	\$ 93,640	\$ 98,334	\$ 103,149	\$ 108,083

¹ - Unit members hired prior to July 1, 2024 with 200 semester hours will be placed at M+30 unless the unit member has earned enough semester hours to qualify for M+45. For unit members hired on or after July 1, 2024, only semester hours earned after obtaining the first Master's degree will count towards advancement across the salary schedule.

Southwest Licking Local School District
Salary Schedule
Effective July 1, 2025 Through June 30, 2026

Years of Service	Bachelors Degree	Masters Degree	MA+15	MA+30¹	MA+45
0	\$ 49,588	\$ 51,819	\$ 54,175	\$ 56,654	\$ 59,258
1	\$ 51,572	\$ 54,051	\$ 56,530	\$ 59,134	\$ 61,861
2	\$ 53,555	\$ 56,282	\$ 58,886	\$ 61,613	\$ 64,464
3	\$ 55,539	\$ 58,514	\$ 61,241	\$ 64,092	\$ 67,068
4	\$ 57,522	\$ 60,745	\$ 63,597	\$ 66,572	\$ 69,671
5	\$ 59,506	\$ 62,977	\$ 65,952	\$ 69,051	\$ 72,275
6	\$ 61,489	\$ 65,208	\$ 68,307	\$ 71,531	\$ 74,878
7	\$ 63,473	\$ 67,440	\$ 70,663	\$ 74,010	\$ 77,481
8	\$ 65,456	\$ 69,671	\$ 73,018	\$ 76,489	\$ 80,085
9	\$ 67,440	\$ 71,903	\$ 75,374	\$ 78,969	\$ 82,688
10	\$ 69,423	\$ 74,134	\$ 77,729	\$ 81,448	\$ 85,291
11	\$ 71,407	\$ 76,366	\$ 80,085	\$ 83,928	\$ 87,895
12	\$ 73,390	\$ 78,597	\$ 82,440	\$ 86,407	\$ 90,498
13	\$ 75,374	\$ 80,828	\$ 84,795	\$ 88,886	\$ 93,101
14	\$ 77,357	\$ 83,060	\$ 87,151	\$ 91,366	\$ 95,705
15	\$ 79,341	\$ 85,291	\$ 89,506	\$ 93,845	\$ 98,308
17	\$ 81,324	\$ 87,523	\$ 91,862	\$ 96,325	\$ 100,912
19	\$ 83,308	\$ 89,754	\$ 94,217	\$ 98,804	\$ 103,515
21	\$ 85,291	\$ 91,986	\$ 96,573	\$ 101,283	\$ 106,118
23	\$ 87,275	\$ 94,217	\$ 98,928	\$ 103,763	\$ 108,722
25	\$ 89,258	\$ 96,449	\$ 101,283	\$ 106,242	\$ 111,325

¹ - Unit members hired prior to July 1, 2024 with 200 semester hours will be placed at M+30 unless the unit member has earned enough semester hours to qualify for M+45. For unit members hired on or after July 1, 2024, only semester hours earned after obtaining the first Master's degree will count towards advancement across the salary schedule.

Southwest Licking Local School District
Salary Schedule
Effective July 1, 2026 Through June 30, 2027

Years of Service	Bachelors Degree	Masters Degree	MA+15	MA+30¹	MA+45
0	\$ 51,076	\$ 53,374	\$ 55,801	\$ 58,354	\$ 61,036
1	\$ 53,119	\$ 55,673	\$ 58,227	\$ 60,908	\$ 63,717
2	\$ 55,162	\$ 57,971	\$ 60,653	\$ 63,462	\$ 66,399
3	\$ 57,205	\$ 60,270	\$ 63,079	\$ 66,016	\$ 69,080
4	\$ 59,248	\$ 62,568	\$ 65,505	\$ 68,570	\$ 71,762
5	\$ 61,291	\$ 64,867	\$ 67,931	\$ 71,123	\$ 74,443
6	\$ 63,334	\$ 67,165	\$ 70,357	\$ 73,677	\$ 77,125
7	\$ 65,377	\$ 69,463	\$ 72,783	\$ 76,231	\$ 79,806
8	\$ 67,420	\$ 71,762	\$ 75,209	\$ 78,785	\$ 82,488
9	\$ 69,463	\$ 74,060	\$ 77,636	\$ 81,339	\$ 85,169
10	\$ 71,506	\$ 76,359	\$ 80,062	\$ 83,892	\$ 87,851
11	\$ 73,549	\$ 78,657	\$ 82,488	\$ 86,446	\$ 90,532
12	\$ 75,592	\$ 80,955	\$ 84,914	\$ 89,000	\$ 93,214
13	\$ 77,636	\$ 83,254	\$ 87,340	\$ 91,554	\$ 95,895
14	\$ 79,679	\$ 85,552	\$ 89,766	\$ 94,108	\$ 98,577
15	\$ 81,722	\$ 87,851	\$ 92,192	\$ 96,661	\$ 101,258
17	\$ 83,765	\$ 90,149	\$ 94,618	\$ 99,215	\$ 103,940
19	\$ 85,808	\$ 92,448	\$ 97,044	\$ 101,769	\$ 106,621
21	\$ 87,851	\$ 94,746	\$ 99,471	\$ 104,323	\$ 109,303
23	\$ 89,894	\$ 97,044	\$ 101,897	\$ 106,877	\$ 111,984
25	\$ 91,937	\$ 99,343	\$ 104,323	\$ 109,430	\$ 114,666

¹ - Unit members hired prior to July 1, 2024 with 200 semester hours will be placed at M+30 unless the unit member has earned enough semester hours to qualify for M+45. For unit members hired on or after July 1, 2024, only semester hours earned after obtaining the first Master's degree will count towards advancement across the salary schedule.

**Southwest Licking Local School District
Supplemental Salary Schedule
Effective July 1, 2024 Through June 30, 2025**

Category	0	2	4	6	8	10
Group I	\$ 7,222	\$ 7,944	\$ 8,666	\$ 9,388	\$ 10,110	\$ 10,832
Group II	\$ 4,814	\$ 5,537	\$ 6,259	\$ 6,981	\$ 7,703	\$ 8,425
Group III	\$ 4,333	\$ 4,814	\$ 5,296	\$ 5,777	\$ 6,259	\$ 6,740
Group IV	\$ 3,370	\$ 3,611	\$ 3,852	\$ 4,092	\$ 4,333	\$ 4,574
Group V	\$ 2,889	\$ 3,129	\$ 3,370	\$ 3,611	\$ 3,852	\$ 4,092
Group VI	\$ 2,166	\$ 2,407	\$ 2,648	\$ 2,889	\$ 3,129	\$ 3,370
Group VII	\$ 963	\$ 1,204	\$ 1,444	\$ 1,685	\$ 1,926	\$ 2,166
Group VIII	\$ 722	\$ 963	\$ 1,204	\$ 1,444	\$ 1,685	\$ 1,926

Intra-School Substitute Pay \$ 24.00 / Hr.
Instructional Tutors¹ \$ 33.00 / Hr.

**Southwest Licking Local School District
Supplemental Salary Schedule
Effective July 1, 2025 Through June 30, 2026**

Category	0	2	4	6	8	10
Group I	\$ 7,438	\$ 8,182	\$ 8,926	\$ 9,670	\$ 10,413	\$ 11,157
Group II	\$ 4,959	\$ 5,703	\$ 6,446	\$ 7,190	\$ 7,934	\$ 8,678
Group III	\$ 4,463	\$ 4,959	\$ 5,455	\$ 5,951	\$ 6,446	\$ 6,942
Group IV	\$ 3,471	\$ 3,719	\$ 3,967	\$ 4,215	\$ 4,463	\$ 4,711
Group V	\$ 2,975	\$ 3,223	\$ 3,471	\$ 3,719	\$ 3,967	\$ 4,215
Group VI	\$ 2,231	\$ 2,479	\$ 2,727	\$ 2,975	\$ 3,223	\$ 3,471
Group VII	\$ 992	\$ 1,240	\$ 1,488	\$ 1,736	\$ 1,984	\$ 2,231
Group VIII	\$ 744	\$ 992	\$ 1,240	\$ 1,488	\$ 1,736	\$ 1,984

Intra-School Substitute Pay \$ 24.00 / Hr.
Instructional Tutors¹ \$ 34.00 / Hr.

**Southwest Licking Local School District
Supplemental Salary Schedule
Effective July 1, 2026 Through June 30, 2027**

Category	0	2	4	6	8	10
Group I	\$ 7,661	\$ 8,428	\$ 9,194	\$ 9,960	\$ 10,726	\$ 11,492
Group II	\$ 5,108	\$ 5,874	\$ 6,640	\$ 7,406	\$ 8,172	\$ 8,938
Group III	\$ 4,597	\$ 5,108	\$ 5,618	\$ 6,129	\$ 6,640	\$ 7,151
Group IV	\$ 3,575	\$ 3,831	\$ 4,086	\$ 4,341	\$ 4,597	\$ 4,852
Group V	\$ 3,065	\$ 3,320	\$ 3,575	\$ 3,831	\$ 4,086	\$ 4,341
Group VI	\$ 2,298	\$ 2,554	\$ 2,809	\$ 3,065	\$ 3,320	\$ 3,575
Group VII	\$ 1,022	\$ 1,277	\$ 1,532	\$ 1,788	\$ 2,043	\$ 2,298
Group VIII	\$ 766	\$ 1,022	\$ 1,277	\$ 1,532	\$ 1,788	\$ 2,043

Intra-School Substitute Pay \$ 24.00 / Hr.
Instructional Tutors¹ \$ 35.00 / Hr.

¹ - At a minimum, Instructional Tutors includes home instruction, early birds, summer service and summer school.

ARTICLE 39 **COMMITTEES**

PROTOCOLS

Recognizing the importance of collaboration, our district thrives on the input from a variety of unit members via district committees.

All committees will be required to create an agenda that is shared with the staff at least one (1) workday before the meeting. The agenda will include the date and time of the meeting.

All committees will be required to keep notes of all meetings and send out the notes to all staff within five (5) unit-member workdays after the meeting.

A. BUILDING LEADERSHIP TEAM (BLT)

1. Building Leadership Team (BLT) Description

The Building Leadership Team (BLT) is responsible for representing the views of all unit members in building operations and decisions.

2. Membership Composition

- a. The BLT will consist of a diverse group of unit members, ensuring broad representation across departments, grades, and various unit member positions to reflect the multifaceted nature of our educational community.
- b. The Building Administrator and a building-level SLEA leader will be members of the team. In addition to building administration, the team will maintain a minimum of seven (7) unit members but can expand to as many as twelve (12) to accommodate a wide range of perspectives and areas of expertise.

3. Responsibilities and Objectives

- a. Set ambitious, yet attainable, educational goals and initiatives that align with our commitment to excellence and innovation in education.
- b. Actively gather and synthesize the opinions, needs, and aspirations of building members, ensuring that decision-making is informed and inclusive.
- c. Execute tasks and projects as directed by the District Leadership Team, contributing to the district's overall vision and objectives.

4. Meetings and Decision-Making

- a. The BLT will convene monthly, with additional meetings scheduled as necessary to address emerging issues or urgent projects.
- b. Regular meeting times will be established by the team by September 1st each year, ensuring that scheduling reflects the availability and preferences of its members.

- c. Through the collaborative efforts of the BLT, we aim to foster a dynamic and responsive educational environment that not only meets but exceeds the expectations of our community, upholding our commitment to excellence, inclusivity, and continuous improvement.

B. DISTRICT LEADERSHIP TEAM (DLT)

This committee, operating under the guidance of the district's strategic vision, will be instrumental in the creation and implementation of goals tailored to support staff and students. By utilizing comprehensive district-wide data sourced from state and local assessments, the committee will inform the development of targeted instructional practices.

In its role, the District Leadership Team (DLT) will act as a central coordinating body, providing clear direction and actionable goals for the entire district. The committee's efforts will culminate in enhanced educational outcomes district-wide, demonstrating a commitment to excellence and continuous improvement in teaching and learning.

Meetings

The DLT will meet a minimum of four (4) times a school year.

Membership

1. The DLT will consist of a diverse group of unit members, ensuring broad representation across departments, grades, and various unit member positions to reflect the multifaceted nature of our educational community, including:
 - a. The Superintendent and Association President
 - b. District-level Directors and Coordinators
 - c. Each Building Administrator and one assistant Building Administrator from each building
 - d. Two (2) unit members from each building's BLT
 - e. Instructional Coaches

C. BUILDING ADVISORY COMMITTEE (BAC)

1. A Building Advisory Committee¹ will be established at each building for the purpose of discussing and attempting to resolve building issues/concerns. The committee will address day-to-day building concerns and building culture and climate.
2. The BAC will meet monthly except by mutual agreement of the committees' members.
3. Meeting dates will be posted at the beginning of the school year.
4. There will be minutes taken and shared with staff within a timely manner after each meeting.

¹ The Committee may consult with others as needed.

5. The Association and Administration committee members will prioritize the issues they wish to discuss and alternate discussions in order that the team may consider concerns from both parties.
6. 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.
7. Each committee's membership will be mutually agreed upon by the Association President and the Building Administrator and/or Designee. At least one (1) of these unit members 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:

ELC

The Building Administrator and/or designee and three (3) unit members.

ELEMENTARY SCHOOLS

The Building Administrator and/or designee and up to six (6) building unit members.

INTERMEDIATE SCHOOL

The Building Administrator and/or designee and up to seven (7) unit members.

MIDDLE SCHOOL

The Building Administrator and/or designee and up to eight (8) building unit members.

HIGH SCHOOL

The Building Administrator and/or designee and up to ten (10) building unit members.

D. INSURANCE COMMITTEE

The Insurance Committee will meet at least six (6) times and as needed during the school year. This committee's responsibilities shall include:

1. Educational Outreach: Distributing how-to guides on ways to reduce insurance costs individually and collectively, emphasizing actionable steps for smart healthcare choices.
2. Benefits Maximization: Offering insights on leveraging the full spectrum of insurance benefits, including preventive care, proper use of services, and wellness programs, aimed at improving health outcomes and financial savings.
3. Monitoring Insurance Costs: Continually assess and analyze insurance expenses to identify trends and opportunities for cost reduction, ensuring financial sustainability without compromising coverage quality.

4. Evaluating and Adjusting Benefits: Regularly review insurance benefits to ensure they meet member needs efficiently, making adjustments as necessary to optimize coverage and cost-effectiveness.
5. Selecting Providers and Administrators: Carefully choose insurance carriers and third-party administrators based on comprehensive criteria, including cost, service quality, and alignment with member needs, to ensure the best possible insurance provision for all covered under this Article.
6. 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 Boards' and Association's rights or responsibilities.

Membership

1. The committee shall consist of the Treasurer and one Building Administrator, four (4) members appointed by the Association President, and two (2) members appointed by the Superintendent from the non-unionized classified staff.
2. The Treasurer shall serve as the chair of the Committee.

Operations

1. 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.
2. 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 and a majority of the classified employees' representatives not represented by an exclusive bargaining representative.
3. Any proposal of the committee shall be presented to the Board to approve or reject the same.
4. Any action or not action of the Board shall be final in each of those regards and not grievable or otherwise subject to appeal.

E. **LEAD TEACHER COMMITTEE**

1. The Lead Teacher serves as a liaison between their department or grade level and the Curriculum Director.
2. Lead teachers convene monthly with the Curriculum Director to plan professional development, communicate vital information to their departments, and express departmental concerns and inquiries.

3. Lead Teachers are tasked with leading department/grade level meetings, analyzing data, and relaying updates from the District.
4. The primary responsibility is to advocate for their department and facilitate the implementation of the Curriculum Director's directives.
5. The Curriculum Director will choose members from unit member applicants.
6. Members will include: one (1) per grade level (Pre-K - 5) and one (1) per core content area department (6 - 12), an intervention specialist for K - 5, an intervention specialist for 6 - 12, one (1) unified arts teacher for K - 5, and one (1) unified arts teacher for 6 - 12.

F. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

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

Terms of Office

1. The term of office for members serving on the committee shall be three (3) years.
 - a. Initially, the appointments shall be staggered as one (1) unit member and one (1) administrator shall be appointed for a one (1) year term, one (1) unit member and one (1) administrator for a two (2) year term, and one (1) unit member and one (1) administrator for a three (3) year term.
 - b. Moving forward, the positions will continue to be replaced with the same type of committee member: an administrator or unit member, unless the SLEA President and Superintendent agree to swap the makeup of positions when two members' terms are up.

Appointments

1. The committee members shall be appointed by their respective parties, who maintain the right to recall such members.
2. If a vacancy occurs prior to the end of a member's term, the appointing party shall name a replacement to complete the member's term.

Committee Members

1. The chair of the committee will be the HR Director.
 - a. Each student building will have one (1) committee member, who is on staff at that building, with the following exceptions:
 - i. The District Office and ELC will share an administrator member.
 - ii. The high school will have both an administrator and unit member.
 - b. When a new student building is added, another committee member will be added to the committee from the building.

- c. Whenever an odd number of members is created by this procedure, the ELC and District Office will each have their own member. This means every new building will change whether the ELC and District Office share a member or not.

Decision Making

Decisions shall be made by a majority vote of the committee members present. A quorum shall consist of four (4) members. The chair will not have a vote unless there is a tie.

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

1. The LPDC will meet a minimum of four (4) times a year.
 - a. If additional meeting dates are needed, committee members will schedule meetings as often as the members deem necessary to complete their work.

Building Work

Each member of the LPDC will complete the following tasks for their building:

1. By September 1st, email all certified staff to:
 - a. Create or renew their plan if necessary.
 - b. Inform those whose licenses need renewal before the next school year.
 - c. Alert those requiring a background check before the next school year.
2. Throughout the year:
 - a. Work with members to complete and approve their plans.
 - b. Send reminders for:
 - i. Plan completion and approval.
 - ii. In-district professional development form submission, with a follow-up after each session.
 - iii. Upcoming and existing due dates for all required actions.
 - iv. Necessity of a background check if applicable.
 - c. Schedule meetings to assist with:
 - i. License renewal.
 - ii. Submission and proof of professional development activities.

ARTICLE 40
PAYROLL PRACTICES

- A. Unit members shall be paid on an equal basis for twelve (12) months.
- B. Payroll will be made on the fifteenth (15th) and last day of each month and on the last unit member 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.
- C. 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.
- D. Stipends/Supplemental payments shall be separate from regular payroll checks.
- E. All unit members will be required to utilize automatic direct deposit. Employees may have up to three (3) deposits.
- F. All unit members will receive notice of each direct deposit solely by e-mail.

ARTICLE 41
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 through a fully-insured plan, a self-insured plan, or a consortium.

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 the unit member's 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.

**ARTICLE 42
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.

SECTION VI - GLOSSARY OF TERMS

**ARTICLE 43
DEFINITIONS**

Association President:

The current president of the Southwest Licking Education Association ("SLEA") or designee. This term is used interchangeably with "SLEA President."

Association, The ("The Association"):

The Southwest Licking Education Association ("SLEA"), a member of the Ohio Educators Association ("OEA") and the National Educators Association (NEA). The Association is the exclusive representative of the Bargaining Unit.

Bargaining Unit:

The "bargaining unit" as established in Article 1 shall hereafter be referred to as the Bargaining Unit.

Board, The ("The Board" or "The Board of Education"):

The "Board of Education" in Article 1 shall hereafter be referred to as the Board of Education.

Building Administrator:

The 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.

District Lead Mentor:

A member designated by the Superintendent or designee after consideration of recommendation by the Association President.

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.

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.

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.

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.

Instructional Coach:

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

Involuntary Transfer:

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

Long-Term Substitutes:

Substitute teachers that work for 120 days or more during a school year.

Ohio Teachers Evaluation System (OTES):

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

Parties:

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

Resident Educator:

A resident educator is a unit member employed under a resident educator license.

Resident Educator Mentor:

A mentor is a unit member trained through the Ohio Department of Education/Ohio Department of Education and Workforce Instructional Mentoring Program to provide professional support to a resident educator.

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.

Resident Educator Program Coordinator:

A unit member who is selected by the Superintendent and the Association President or designees to manage the Resident Educator Program.

Substitute Teacher:

An educator who temporarily fills in for a regular unit member when they are unable to attend to the unit member's teaching duties due to illness, personal leave, professional development, or other reasons.

Superintendent:

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

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.

Unit Member:

Any employee affected by the terms and conditions of the Negotiated Agreement.

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 nonrenewed, is transferred between grade levels, subject areas and/or buildings, or is promoted. The Board will determine if a vacancy will be filled.

Voluntary Transfer:

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

SECTION VII - DURATION AND IMPLEMENTATION

ARTICLE 44

EFFECTIVE DATE, IMPLEMENTATION DATES, AND DURATION

EFFECTIVE DATE

This Agreement is effective 12:01 a.m., July 1, 2024, and shall expire at 12:00 p.m. on June 30, 2027.

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**

**FOR THE SOUTHWEST LICKING
EDUCATION ASSOCIATION**

DocuSigned by:
Kandee Engle

President
1A920049FF1A422...

DocuSigned by:
Paula Ball

President
09615E2E006D49E...

DocuSigned by:
Kasey D Perkins

Superintendent
4338538B71E193...

DocuSigned by:
Ann M Shupp

Vice President
39A25CAEAD26471...

DocuSigned by:
Richard Jones

Treasurer
0F42CE500A88449...

DocuSigned by:
[Signature]

OEA Representative
3E149D1FF81E1A...

04/24/24
Date

04/19/24
Date

SECTION VIII - APPENDICES

APPENDIX A
GRIEVANCE FORM

SOUTHWEST LICKING EDUCATION ASSOCIATION
GRIEVANCE REPORT FORM

Date of Informal Grievance Meeting Request:

Date of Informal Grievance Meeting:

Individuals Present at Informal Grievance Meeting:

Result of Informal Grievance Meeting:

LEVEL ONE - BUILDING ADMINISTRATOR

Grievance # _____

Distribution of Grievance: Building Administrator, Association President, Grievant (s)

Name of Grievant (s):

(Building)

(Assignment)

Date Cause of Grievance Occurred:

Date of Informal Grievance Meeting:

Statement of Grievance and provision(s) of contract allegedly violated, mis- interpreted and/or misapplied:

Relief Sought:

(Grievant's Signature)

(Date)

Disposition of Building Administrator/Immediate Supervisor:

(Signature)

(Date)

LEVEL TWO - SUPERINTENDENT

Grievance # _____

Distribution of Grievance: Superintendent, Association President, Grievant(s)

Position of Grievant(s) (in response to Building Administrator's written disposition):

(Grievant's Signature)

(Date)

Date Delivered to Superintendent:

Received by:

Signature:

Disposition of Superintendent:

(Superintendent's Signature) (Date)

LEVEL THREE - BOARD OF EDUCATION

Grievance # _____

Distribution of Grievance: Members of the Board of Education, Association President, Grievant(s)

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

(Grievant's Signature) (Date)

Date received by the Board:

Date of Executive Session Board Hearing:

Disposition by the Board:

(Board President's Signature) (Date)

LEVEL FOUR - REQUEST TO ARBITRATE

Grievance # _____

Distribution of Grievance: Superintendent, Association President, Grievant(s)

In regard to GRIEVANCE REPORT FORMS 1, 2, and 3 (attached):

Notification is hereby made of the intent to submit this grievance for a hearing before an arbitrator as provided in LEVEL FOUR of the grievance procedure.

(Grievant's Signature) (Date)

(Association President's Signature) (Date)

Date Delivered to Superintendent:

(Superintendent's Signature) (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	\$100 Copay waived if admitted	\$100 Copay
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	