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THE MASTER AGREEMENT

Between the

**SOUTHEAST LOCAL BOARD OF
EDUCATION**

and the

**SOUTHEAST LOCAL DISTRICT
TEACHERS ASSOCIATION**

July 1, 2010 through June 30, 2012

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ARTICLE 1. RECOGNITION

- A. The Board recognizes the Southeast Local District Teachers Association (hereinafter referred to as "SELDTA" or "Association"), an affiliate of the National Education Association, Ohio Education Association, Northeast Ohio Education Association as the sole and exclusive representative of all of the following full-time and part-time certificated/licensed personnel: classroom teachers, guidance personnel, remedial teacher(s), full-time tutors, school nurse(s), librarian(s), long-term substitutes employed by the Southeast Local Board of Education except casual, day-to-day certificated personnel working on an hourly or per diem basis and excluding all administrative and supervisory personnel as defined in Chapter 4117 of the Ohio Revised Code. Such recognition shall be for a period covering the duration of this Contract.

- B. If during the term of this Contract, fifty percent (50%) or more of the bargaining unit petition to change the sole and exclusive rights of SELDTA as the bargaining unit, and consistent with the provisions of ORC 4117, then an election shall be held under the provisions of ORC 4117. If there should be a challenge to the 50% election provisions, no grievance would be filed against the Board of Education.

- C. Recognition of the Association by the Board shall be for the purpose of developing a Negotiations Procedure and then negotiating in good faith a professional Salary Schedule, fringe benefits, Grievance Procedure, working conditions, and other terms or conditions of employment.

- D. Long-Term Substitutes
 - 1. Long-term substitutes who are hired for one hundred twenty (120) or more days of employment shall be recognized as bargaining unit members.

 - 2. Compensation for long-term substitutes shall be at the long-term substitute rate for the first sixty (60) days of employment and thereafter at BA-0. Beginning with the 61st day of employment, a long-term substitute shall be included in the bargaining unit.

3. The employment contract of long-term substitute shall expire at the end of its term without notice of non-renewal. Performance evaluations shall not be required.
4. The rights of long-term substitutes under this Agreement are limited. Articles 10 (Nonrenewal), 13 (Professional Development), 14 (Evaluation of Professional Personnel), 15 (Just Cause), 21 (Reduction in Force), 24.C. (Student Tuition Waiver) shall not apply to the employment of long-term substitutes.

ARTICLE 2. NEGOTIATING PROCEDURE

A. INITIATION

1. All requests for negotiations shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the Association President. The written request for professional negotiations shall include:
 - a. Date of writing.
 - b. Statement of purpose of meeting.
 - c. Name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time, place, and date for the initial negotiations session.
2. A written reply shall be sent by the receiving party within twenty (20) calendar days to the official representative of the requesting party. This communiqué shall include:
 - a. Date of writing.
 - b. Recognition of request for a professional negotiations meeting.
 - c. Time, place and date of a mutually agreeable initial negotiations meeting.

B. NEGOTIATIONS SESSIONS

1. The first negotiations session shall be held within thirty (30) calendar days of the date listed on the initial request for negotiations.
2. The First Negotiations Session:

The first item of business will be the exchange of any initial proposals by each team.

Each proposal submitted by either party shall specify to the proponent so that without clarification or

supplementation the proposal, if agreed to by the other party, would express the whole agreement of the parties with respect thereto.

3. Prior to the end of any session, a mutually agreeable time, place, and date shall be established for the subsequent negotiations sessions. The parties should attempt to schedule sessions at the most reasonable times as are mutually agreeable.
4. Negotiations meetings shall be closed to the press and public, unless otherwise agreed by the parties, through the initiation to completion of negotiations.
5. Representation at all negotiations sessions shall be limited to not more than five (5) representatives selected by the Board, and not more than five (5) bargaining unit members, or representatives, selected by the Association. At the initial negotiations session, each party shall designate three (3) permanent members. These individuals shall have speaking privileges. The remaining positions will be for observers. Observer positions may be rotated and observers will have speaking privileges by mutual consent of both parties. These parties shall attend negotiations sessions, except as otherwise provided herein. At the initial meeting, the parties shall designate their spokesperson, who shall be in attendance at all subsequent meetings.
6. Each Negotiations Team may use consultants at the table as they feel essential in the course of negotiations.
7. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement of the time and place for the continuation of the negotiations has been determined.
8. Either team may call for a caucus at any time.
9. The negotiations period shall be for a period not to exceed sixty (60) calendar days after the first session. All sessions are to be completed within this time period, unless extended by mutual agreement.

10. Prior to and during the period of the negotiations meeting, the Board and the Association agree to provide to the other, upon written request and in a reasonable time period, essential information available concerning financial resources of the District and such other information as is requested.
11. All sessions of negotiations shall be in "Good Faith." "Good Faith" negotiations, as provided for in this Agreement, includes, but is not limited to: logical positions on issues, and indicated willingness to reach agreement thereon; a search for counterproposals to proposals not accepted; and refraining from unexplained changes in position, and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal, or require the making of a concession.
12. While negotiations are in progress any needed news releases, including statements at Board meetings, shall be made only with mutual agreement of the Negotiating Teams. Said releases shall be in writing, and each team shall have a copy of the statement prior to release.
13. During the course of negotiations, reports may be given to the Association only by the Association team, and to the Board only by the Board team.
14. When tentative agreement is reached on an item under discussion, it shall be reduced to writing and be initialed by a representative of each party, and removed from further negotiations.

C. AGREEMENT

1. Members of the respective Negotiations Teams have the power and authority to negotiate; that is, to make proposals and make concessions in the course of discussion. When tentative agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association for ratification, and then to the Board at its next regular Board meeting for adoption. Both teams shall recommend and urge approval of their respective groups.
2. The final written Contract will contain the following:

- a. Terms of the provision.
 - b. Effective date of the provision.
3. When approved by both parties, it shall be signed by *their respective Presidents and Negotiating Teams* and shall be entered into the official Minutes of the Board. Thereupon, the items agreed to shall constitute any necessary revision of school policies. When applicable, provisions will be reflected in the individual contract or salary notice as submitted to employees.
 4. *The costs of the reproduction of the Negotiated Contract* are to be shared equally by the parties. The parties will agree on the number of copies each is to be provided. The Association shall be responsible for distribution of contracts to each bargaining unit member. If additional contracts need to be reproduced, the cost shall be shared equally.

D. DISAGREEMENT

1. Mediation
 - a. If agreement is not reached within sixty (60) days of the initial negotiations session, either party may submit a request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. The parties shall meet at the request of the Mediator. The Mediator shall only have the authority to assist the parties in reaching an agreement.
 - b. The sixty (60) day time limit for mediation may be extended by mutual agreement.
 - c. If the FMCS cannot supply a Mediator, the Mediator shall be selected through the American Arbitration Association (AAA) pursuant to its rules.
 - d. If there are any costs incurred during mediation, they shall be shared equally by the Board and the Association.

- e. Mediation shall serve as the mutually agreed dispute resolution procedure between the parties and supersedes the dispute resolution procedure contained in Section 4117.14, Ohio Revised Code. Nothing herein shall infringe upon the Association's right to strike.
- E. Representatives of the Board and the Association shall participate in negotiations, freely, without penalty.

ARTICLE 3. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance:
A grievance shall mean a claim by a teacher or teachers qualified for membership in the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.
2. Grievance Procedure:
A Grievance Procedure is a method by which a person qualified for membership in the Association can process a complaint, problem, or dispute without fear of reprisal.
3. Aggrieved Party:
An aggrieved party is a teacher(s) qualified for membership in the Association, or the Association on behalf of teachers having a grievance.
4. Parties In Interest:
Parties In Interest shall be the Supervising Administrator and/or the party directly involved in a given level of the Procedure.
5. Days:
Days shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding school year "days" shall mean week days (excluding Saturdays, Sundays, and holidays).
6. Representative:
Any person(s) chosen by an aggrieved party to assist and/or act on behalf of the aggrieved party.
7. Supervising Administrator:
A building principal, assistant principal, and may include the director of special services.
8. Only items in the Contract are grievable.

- B. The purpose of this Procedure is to secure, at the lowest possible level, equitable solutions to grievances.

C. INFORMAL PROCEDURE

1. An aggrieved party and/or his/her/their designated representative shall notify his/her/their Supervising Administrator, that a grievance exists. This notification should occur within twenty (20) days of the incident causing the grievance.
2. The Supervising Administrator shall arrange a meeting within five (5) days of the notification. This meeting shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.
3. Informal decisions shall be rendered at the informal level within five (5) days of the meeting.

D. FORMAL PROCEDURE

1. LEVEL ONE

- a. Should the aggrieved party and/or his/her/their designated representative not be satisfied with the disposition of grievance in the Informal Procedure, he/she/they shall, within ten (10) days of the informal decision, file a Formal Grievance (written) with his/her/their Supervising Administrator. Refer to Appendix A.
- b. Within five (5) days of the filing of the Formal Grievance, the Supervising Administrator shall hold a meeting with the grievant and/or his/her/their designated representative. This meeting shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend and not interfere with the educational process.
- c. Within five (5) days following this meeting, the Supervising Administrator shall render a written decision.

2. LEVEL TWO

- a. Within ten (10) days of the Supervising Administrator's written decision, the grievant or his/her/their representative can advance the grievance to level two by notifying the Superintendent in writing that a grievance still exists.
- b. Within five (5) days of notification that a grievance still exists, the Superintendent or his/her designated representative shall conduct a hearing involving all parties.
- c. Within five (5) days of the meeting, the Superintendent shall render a written report regarding his/her decision.

3. LEVEL THREE

If there is no satisfactory solution to the grievance at the Level Two hearing, the grievant shall, within ten (10) days, forward to the Federal Mediation and Conciliation Service (FMCS), a written request for grievance mediation. A copy of the request shall be provided to the Superintendent within two (2) days. Board member participation is considered to be an important factor in mediation. At least one (1) Board member will attend mediation sessions. When practicable, two (2) Board members will participate in mediation.

4. LEVEL FOUR

- a. Within twenty (20) days of the Grievance Mediation report, the Association may advance the grievance to level four by written notification to the Superintendent and the American Arbitration Association.
- b. The Arbitrator shall be chosen from a list provided by the AAA. Selection and hearing shall be in accordance with the Voluntary Rules and Regulations of the AAA. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to

all parties present at the hearing. The decision of the Arbitrator shall be binding on both the Board and the Association.

- c. The Arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The Arbitrator shall not have the authority to add to, delete from, or modify the provisions of this Agreement.
- d. The costs for arbitration shall be shared equally by the Board and the Association.

E. MISCELLANEOUS

- 1. The number of days indicated at each step is considered optimum. The time limits specified may, however, be extended by written agreement of the parties.
- 2. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Administration shall provide the Association with copies of all such communications.
- 3. Constructive receipt by the Administration shall be construed to be the delivery date to the appropriate Administrator either hand delivered or certified mail, return receipt requested.
- 4. Constructive receipt by the Association and aggrieved party shall be construed to be the delivery date to the aggrieved party and the Association President, hand delivered or certified mail, return receipt requested.
- 5. Meetings and hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend and shall not interfere with the educational process.

6. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
 7. A grievance may be withdrawn by the Association at any time without prejudice.
 8. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible.
 9. All other grievances submitted after May 15 of the school year shall be processed at a time mutually agreeable to the parties, but no later than the beginning of the next school term.
 10. Failure of the employer to comply with the timelines shall result in the grievance proceeding to the next step.
 11. All written reports prepared for the purpose of complying with these procedures, by any party in interest, shall be made on the Appendix A form.
- F. All parties in interest, grievant(s) and witnesses shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. The Association shall advise the Board of the anticipated number of parties at interest, grievant(s) and witnesses prior to the scheduling of the grievance hearing.

ARTICLE 4. SOLICITATION

- A. No individual shall use his/her position in the Southeast Local School District to influence staff, parents or pupils of the District to purchase books or other merchandise, except for materials approved by the Superintendent for use in the classroom.
- B. Board-approved programs such as athletics, band, music program, plays, field trips, School and Family Association, academic programs, senior trips, class projects, Pirates Pride, Pirates Log, United Way, etc., shall be exempt from this policy.

ARTICLE 5. STAFF CONFLICT OF INTEREST

- A. No members of the bargaining unit of the Southeast Local School Board shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities during the school day.
- B. Members of the bargaining unit shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school system during the school year.

ARTICLE 6. STAFF POLITICAL ACTIVITIES

- A. The Board recognizes that members of the bargaining unit of the Southeast Local Schools have the privilege to campaign for an elective public office and to hold an elective or appointive public office.
- B. In connection with campaigning as a candidate except where prohibited by O.R.C., or for another candidate, it shall be considered contrary to policy for school system facilities, equipment, or supplies to be used at any time; for there to be any involvement of system personnel during the work day; or for there to be any encroachment on the time of the work day.

ARTICLE 7. EQUAL OPPORTUNITY EMPLOYMENT

- A. The Southeast Local School District shall not deny employment, reemployment, advancement, nor shall evaluate on the basis of sex, marital status, race, color, age, national origin, religion, citizenship status, economic status or disability.

ARTICLE 8. STAFF INVOLVEMENT IN DECISIONMAKING

- A. Recognizing that curriculum approval rests solely with the Board, the basic responsibility for curriculum development, however, shall rest jointly with the Superintendent, Building Principals, and the Association to:
 - 1. Provide leadership to the schools, individually and system-wide.
 - 2. Coordinate the planning so that a common direction of action is provided for the school system.
- B. If there arises a situation where supplies and/or equipment is requisitioned, but the Administration has reasonably determined that funds are not available at that time, the staff member(s) shall be involved in prioritizing what shall be ordered.
- C. The Administration shall determine which teacher shall be asked to participate in current development and Course of Study revisions, IAT meetings, 504 meetings, IEP meetings, MFE meetings, and how much time shall be allocated for such activity. Such activity shall be done during the school day, during the summer, or outside of the school day, at the option of the Administration. When teachers are required to participate in such activities during the summer or outside of the school day, they shall be paid at the Internal Substitute Rate.

ARTICLE 9. TEACHER CONTRACTS

- A. Contracts for the employment of teachers shall be of two (2) types: Limited Contracts and Continuing Contracts.

Teachers hired on or after August 15 may be hired as a long-term substitute at the discretion of administration.

1. LIMITED CONTRACTS

Upon employment, a teacher shall be issued a one-year contract. If re-employed, a teacher shall be issued limited contracts in the following order: no more than one (1) one-year limited contract, one (1) two-year limited contract, one (1) three-year limited contract; then five-year limited contracts thereafter until you apply for a continuing contract. (See Article 9, Section A., 2., b.)

2. CONTINUING CONTRACTS

- a. A Continuing Contract is a contract which shall remain in effect until the teacher resigns, elects to retire or is retired pursuant to ORC 3307.37, or until it is terminated or suspended; and shall be granted only to teachers holding the certificate or license required by law.
- b. Teachers eligible for Continuing Contract Status shall be those teachers qualified as to certification or licensure who, within the last five (5) years, have taught for at least three (3) years in the Southeast District.
- c. Further, the Superintendent may recommend reemployment of such teacher under a Limited Contract for not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before the thirtieth (30th) day of April, but upon subsequent re-employment only a Continuing Contract may be entered into.

- d. A teacher eligible for Continuing Contract Status employed under an additional Limited Contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such Limited Contract, deemed re-employed under a Continuing Contract at the same salary plus any increment granted by the Salary Schedule unless the Board, acting on the Superintendent's recommendation as to whether or not the teacher should be re-employed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. (ORC 3319.08, 3319.11).
- e. When a teacher holding a Continuing Contract in another Ohio District is employed, State law shall be followed in offering a Continuing Contract (ORC 3319.11).
- f. A teacher eligible for a Continuing Contract before the expiration of his/her Multi-Year Limited Contract shall be awarded by the Board the Continuing Contract before the expiration of the Multi-Year Limited Contract subject to the same conditions as under Section A, Paragraph 2, subparagraph d and under the following conditions:
 - (1) the teacher must notify the Superintendent and Building Principal in writing on or before September 15 of the school year in which he/she is eligible for a continuing contract;
 - (2) the administration shall have the opportunity to evaluate the teacher pursuant to Article 14;
 - (3) if there are no documented deficiencies concerning the teacher, the teacher shall be recommended for and issued a Continuing Contract by April 30 of the school year in which he/she became eligible;
 - (4) if there are documented deficiencies concerning the teacher, the Superintendent and the Building Principal shall meet and

confer with the teacher and a representative of his/her choice but no Continuing Contract will be recommended or issued.

- (5) if a teacher completes an extended limited contract, see information in Section 2., d.

B. SUPPLEMENTAL CONTRACTS

1. A Supplemental Contract shall be issued for any Board approved extra duty in addition to regular teaching duties. An employee will have fifteen (15) working days after being offered the contract to return it, signed, to the Treasurer. If the Treasurer is not in receipt of a signed contract within fifteen (15) working days of having offered the contract, the offer is considered withdrawn. The contract shall contain the notice of fifteen (15) days to return the contract.

- C. Individual contracts for Limited, Continuing, Supplemental, and Salary Notices shall indicate that the teacher will abide by the Master Agreement.

D. CRIMINAL RECORD CHECK

1. All applicants for employment by the Board must submit to a criminal record check at the applicant's cost and provide any information required for such a check including but not limited to a fingerprint sample.
2. The criminal record check will be conducted in the manner prescribed by law.
3. The Board may employ an applicant prior to receiving a criminal record check report on a conditional basis.
4. If the results of the criminal record check demonstrates that the Board is prohibited by law from employing the person due to his/her criminal record or such record is not in keeping with standards in the District, the applicant who was conditionally employed will be immediately and summarily dismissed from his/her employment with the Southeast Local Schools.

ARTICLE 10. FAIR DISMISSAL

- A. Termination of contract of a teacher shall be in keeping with provisions of O.R.C. Section 3319.16 and related statutory law.
- B. Non-renewal of contract shall be preceded by written notification to the teacher from the Superintendent stating the intent to recommend non-renewal of contract and the reason(s) for such recommendation. Teachers being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to address the Board, with counsel, in Executive Session, prior to any official action by the Board.
- C. Teachers being so notified for either termination of contract or non-renewal of contract shall be given the opportunity to resign prior to any official action of the Board.
- D. This procedure shall cover work done under all regular contracts.
- E. Notice of the Board's action to nonrenew a supplemental contract must be received by the teacher on or before June 1. All other provisions of this Article shall apply to supplemental contracts.

ARTICLE 11. VACANCIES AND TRANSFERS

- A. All certificated staff vacancies shall be posted by grade level or subject area for five (5) days to all staff. During the school year, the posting shall be in each teaching staff area, and department offices. During the summer, notices shall be sent with paychecks. Notice may also be posted on the District web site. Notices will be sent to the last known address for teachers who collect all of their summer checks at one time. In an emergency situation, agreed to by the Association President, the posting can be announced to the staff by the Superintendent. The five (5) day limit is waived.
1. A "vacancy" shall be defined as: a newly created position or a position that is unfilled because of death, retirement, resignation, termination, non-renewal, or transfer and which the Board intends to fill.
 2. Applications from current employees shall be given first consideration and a new application is necessary for each position posted.
 3. Such applications must be submitted to the central office by 4:00 P.M. within five (5) working days of the original posting date. (For purposes of this provision, "working days" during summer, winter and spring break mean days when the Board office is open as posted on the website.)
 4. Vacancies shall be filled on the basis of seniority, experience and qualification in the school system.
 5. Any current employee who files timely application for a vacancy shall be granted an interview for the vacancy. If the employee is not selected, the Superintendent will offer written reasons within ten (10) days of his/her decision.
 6. If the Superintendent is not in receipt of any application within the specified time or in the event none of the applicants is qualified, he/she may then fill the vacancy with a candidate from outside the school system.

B. The Association hereby recognizes the right and responsibility of the Administration and Board to assign teachers to their teaching duties, and to evaluate the performance of teachers. With the recognition of this responsibility, the Administration agrees to notify each teacher in writing, by June 1 of each year of his/her tentative assignment for the following school year. In the event that there must be a change in subject, grade level, or building, the teacher shall be contacted and consulted as to the best adjustment possible for the teacher and the school. This is to be done by receipt mail, and it is the responsibility of the teacher to respond within fifteen (15) calendar days.

C. TRANSFER

1. Definitions

Assignment - is the physical location (i.e. classroom, gymnasium, area etc.) of job duties within the same building.

Reassignment - is a change in the physical location of job duties within the same building.

Transfer - A change in building, grade level and/or subject.

Voluntary Transfer - is a transfer that is requested by the employee.

Involuntary Transfer - is a transfer initiated by the Administration.

2. Voluntary Transfer

Members may request a transfer in accordance with this Article. The following procedures shall be used:

a. Transfer requests may be initiated by members using the following guidelines;

(1) A professional assignment request form shall be completed and submitted by March 15 prior to the school year in which the transfer would occur.

- (2) The requests will be kept on file in the building administrator's office so that when an assignment/position becomes available, he/she may consult the list for a willing replacement.
 - (3) Teachers who have submitted a request form will be considered for a transfer without further application. If the Superintendent does not grant a transfer request, the teacher will be given the reason(s) in writing within ten (10) days of the decision. Notification shall be made.
 - (4) If two (2) employees request the same transfer, and are deemed equally qualified, the most senior shall be granted the position.
- b. Employees may rescind a request for a voluntary transfer and/or reassignment at any time prior to formal acceptance by the Administration.

3. Involuntary Transfer

Every reasonable effort shall be made to avoid involuntary transfers by utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer, *thirty (30) calendar days advance notification* shall be given to the involved teacher(s) prior to the effective date of said involuntary transfer. When involuntary transfers are necessary due to vacancy or staffing need, a member's area of certification/licensure, his/her teaching experience, qualifications, and length of continuous service in the district will all be used as criteria in determining if a member is to be transferred.

- a. The affected employee shall be given an opportunity to meet with the Superintendent to discuss the proposed involuntary transfer or reassignment. The meeting should be held within ten (10) working days of notification. Reasons for the involuntary transfer shall be discussed at the meeting.
- b. The transfer shall not be illegally discriminatory or otherwise in violation of law.

- c. The affected employee shall be given an opportunity to set up their new classroom. When teachers are required to participate in such activities after June 1, they shall be compensated two (2) days at their per diem wage.
- d. Teachers with 30 or more years of experience shall not be involuntarily transferred for punitive reasons, and a bona fide rationale will be provided by the administration.

ARTICLE 12. CLASS SIZE

- A. The regular assignment of each teacher shall coincide with his/her certification/licensure.
- B. The Board shall continue to strive to maintain a minimum class size, suitable to the subject area, with special consideration for children, teachers, class space, and funding available. The Board of Education will strive for class sizes of a maximum of twenty-five (25). However, if by the first week of school the Average Daily Membership (ADM) in kindergarten exceeds 25, the administration will consider: (1) adding another section of kindergarten or (2) assigning ESP (aide) time. This will be announced no later than the second full week of classes.
- C. Maximum classroom teacher staffing will not exceed the ratio of teachers to students of forty (40) teachers per 1,000 students. For counting teachers in this calculation, only regular, non-categorical (NOTE: "Categorical" is defined as Special Education, non-Federal, teachers shall be counted.
- D. Any regular teacher, not assigned to an ESP (aide) area, who is assigned a designated physical-handicapped/multiple-handicapped child into a regular classroom setting shall have a class size ten percent (10%) lower than other teachers in their grade level or subject area, whichever is appropriate, for the period of time that the student is assigned to that classroom setting.
- E. Consistent with state and federal requirements, assignment of IEP students with teachers or into clusters will be made by the Superintendent in cooperation with special education and classroom teachers and the building principal or designee. Such clustering shall not result in more than 1/3 of the class being on an IEP. Students identified as eligible for Special Education Services mid-year shall not count toward the 1/3 total. Clusters of IEP students will be rotated among classroom teachers on a yearly basis unless a teacher specifically requests to have an IEP cluster in consecutive years.
- F. Class sizes/instructional periods shall be equalized throughout each grade level/subject area to the extent practicable. New students (excluding students with IEPs) shall be assigned to the smallest class/section available based on student needs.

Any inequity created due to scheduling of special area classes (art, music, and physical education) shall be excluded. When class sizes are equal throughout a grade level, new students will be assigned to teachers through an equitable rotation among all teachers in that grade level.

ARTICLE 13. PROFESSIONAL DEVELOPMENT PROGRAM

- A. The Board of Education shall appropriate the sum of \$25,000 per school year as a stipend to teachers for earned college credit or Continuing Education Units (CEUs) subject to the following conditions:
1. The teacher shall have taught in the Southeast Local School District for a minimum of one (1) year. No payment for courses taken during the summer, unless the teacher is on staff the entire following school year.
 2. The course taken must meet one of the following:
 - a. Be related to the teacher's certification/licensure.
 - b. Be required to achieve an advanced degree.
 - c. Be used to satisfy the Ohio Department of Education requirements for certificate/licensure renewal.
 - d. Be used to acquire additional certification/licensure.
 3. If the amount requested by bargaining unit members exceeds the sum appropriated by the Board, it shall be divided by the number of hours earned, and the amounts listed in #6 below shall be reduced.
 4. Correspondence and television courses shall not be approved for purposes of reimbursement without prior written approval by the Superintendent.
 5. Procedure for application of payment:
 - a. Teacher submits a reimbursement form (see Appendix B) to the Superintendent by October 1st for a course taken during the last twelve (12) months. Evidence of successful completion of the course must accompany this form. This evidence can be in the form of a grade or the official transcript from an accredited university or college where the course was taken. Proof of payment for the course is also required.
 - b. Payment will be made by October 31st in a single sum.

6. The teacher qualified for such stipend shall be paid for the cost of courses approved in accordance with the procedures established herein at the rate of up to \$100.00 per semester hour, up to \$150.00 per graduate semester hour, and up to \$50.00 per CEU when not taken on school time or at other school expense. Reimbursement is not to exceed the actual cost of a class.
7. Each teacher receiving a stipend under this Section, prior to his/her receipt of such pay, shall agree that he/she will be on staff in this District for at least one (1) full school year following receipt of such stipend. If such teacher fails to teach in the District for the required period, the amount of each stipend received during the prior school year shall be deducted from said teacher's final pay.

ARTICLE 14. EVALUATION OF PROFESSIONAL PERSONNEL

A. The evaluation of professional personnel shall continue to reflect the following concepts:

1. Purpose

- a. The improvement of instruction.
- b. To help the teacher to achieve greater effectiveness in teaching.
- c. Provide definite written records of a teacher's performance to be used:
 - (1) As evidence of a teacher's performance.
 - (2) In advancement of position and awarding of continued employment.
 - (3) As reference material (for recommendation to other systems).
 - (4) As on-going plan for improvement of instruction.
- d. To meet the requirements of ORC 3319.111.

B. EVALUATOR

The evaluation of an employee shall be conducted by either the employee's principal or assistant principal. A teacher will have the option of having the other qualified evaluator in their building conduct an additional evaluation. In the event an employee performs work under the supervision of more than one principal, one principal shall be designated as their evaluator.

C. SCHEDULE OF EVALUATION

1. First year limited contract employees shall be evaluated at least twice but not more than four times per year.
2. All other limited contract employees will be evaluated no more than two times per year.

3. *Continuing contract employees shall be evaluated once every three years. If a documented area of concern should arise, the staff member may be evaluated a second time in the three-year period. The evaluation shall occur between Oct. 1 - Feb. 28.*
4. All observations for the first evaluation for those teachers who do not hold a continuing contract will occur after the first fifteen (15) school days and by January 15. An employee whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse personnel action is a strong possibility or is to be considered for renewal will be subject to a second evaluation. The observations of the second evaluation shall be conducted between February 1 and April 1.

D. OPEN APPRAISAL

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The appraisal of a teacher will be based upon the job description of a certified/licensed instructor with emphasis on the criteria contained in the *teacher observation form* (see Appendix C).
2. All individuals to be evaluated during the school year shall be advised at least fifteen (15) days prior to the first observation. (See Appendices C-E for evaluative procedure instruments).
3. A minimum of two observations shall be conducted to support each performance evaluation. An observation shall last a minimum of thirty (30) consecutive minutes. During the first observation if there are no "needs for improvement" listed then the evaluator may observe the second time one (1) week following the first observation. There shall be at least three (3) weeks between formal observations if "needs improvement" items are listed after the first observation. If after the second observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

4. All observations shall be preceded by a written notification of the observation. A conference shall be held, unless waived by the teacher, between the evaluator and the teacher in order for the teacher to explain his/her plans and objectives for that class.
5. All observations shall be followed, within two (2) work days by a conference between the evaluator and the teacher in order for questions arising from the observation to be discussed.
6. The evaluator shall write a report on each formal observation and provide a copy to the teacher, who may write and attach a rebuttal to the observation.
7. If a teacher is reemployed with reservations, the reservations will be documented.
8. A plan of assistance (see Appendix F) will be implemented for no less than fifteen (15) school days but no longer than nine (9) months when school is in session, unless mutually agreed between the evaluator and the affected teacher. Evaluation forms will be provided in the contract appendix.

E. DEFICIENCIES

1. The evaluator shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways the evaluator shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.
2. Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies *not noted during the formal observations* must be put in writing and provided to the employee within five (5) work days after the deficient performance occurs but not later than the date of the employee's receipt of the evaluation report. Other deficiencies occurring after the last evaluation in a school year may be documented, reported to the teacher in writing within five (5) work days, and included in the following year's evaluation. The evaluator must include said deficiencies

in any plan for correction of deficiencies and shall include a reasonable time period for correction.

F. WRITTEN EVALUATION

1. No later than January 25 and before the formal written evaluation report is finalized, both a copy of the formal written evaluation report for the employee's first evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator.
2. No later than April 10 and before the second formal evaluation report is finalized, both a copy of the formal written evaluation report for the employee's second evaluation (if one was conducted) shall be given to the employee and a conference shall be held between the employee and the evaluator.

G. NOTICE

1. The performance evaluation of an employee (see Appendix D) shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any.
2. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.
3. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report.
4. The second evaluation report shall be completed by April 10, signed by both parties, and sent to the Superintendent.

H. RESPONSE TO EVALUATION

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

I. DUE PROCESS

In the event that a teacher is non-renewed, the procedural due process rights contained in ORC 3319.11 shall apply.

J. JOINT EVALUATION COMMITTEE

1. A Joint Evaluation Committee will be utilized when deemed necessary by both parties.
2. The committee will consist of one bargaining unit member from each building appointed by the Association and an equal number of administrators appointed by the Superintendent.
3. The evaluation forms and the procedures shall be developed by the Joint Evaluation Committee. The Joint Evaluation Committee shall complete its development of evaluation forms and procedures prior to the beginning of the school year with approval of the forms and procedures to be completed by the end of the second week of the school year.
4. *There shall be no change in the forms during the school year or for future years without a recommendation from the Joint Evaluation Committee.*

ARTICLE 15. JUST CAUSE

- A. No teacher shall be disciplined, reprimanded, suspended, nonrenewed, or otherwise deprived of any professional advantage, excluding RIF, without just cause.

The seven tests for determining Just Cause are:

1. Did the Administration give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the Administration's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the educational process and (b) the performance that the Administration might properly expect of the employee?
3. Did the Administration, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the Administration's investigation conducted fairly and objectively?
5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the Administration applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the Administration in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the company?

B. REPRESENTATION

If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be afforded, but not required, the opportunity to have a representative of the Association present in any meeting with the Board or its agents.

ARTICLE 16. SUPERVISING TEACHER-STUDENT TEACHER

- A. Policies established by the cooperating university, unless they are in conflict with this Master Agreement, shall be followed in the implementation of the Student Teachers' Program.
- B. All certificated/licensed staff will be notified of student teacher options. No Student Teacher shall be assigned to a first-year teacher.
- C. No Student Teacher shall be assigned to any Supervising Teacher without his/her prior consent and there will be a limit of one such assignment per school year.
- D. If there should be a conflict of personalities, or for other reasons as determined by Supervising Teacher, between the Supervising Teacher and the Student Teacher, the Supervising Teacher, through the Superintendent, may recommend to the cooperating university that the Student Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the Supervising Teacher.
- E. The Student Teacher shall not be used as a substitute teacher.
- F. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid an honorarium or stipend from the college/university at the rate established by the college/university for those services rendered outside the regular school day and beyond the duties and responsibilities specified in the teaching contract.

ARTICLE 17. FACULTY RIGHTS

A. ACADEMIC FREEDOM

A professional staff should seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility; and it is recognized that these democratic values can be best transmitted in an atmosphere which is free from censorship, so long as the teachers act with accepted standards of professional behavior using the approved Ohio Academic Content Standards.

B. CURRICULUM RIGHTS

1. Teachers certified or licensed by the State of Ohio are recognized experts in the classroom. As such, the teacher may determine the appropriate methods of presentation and the design of any particular course within the approved Ohio Academic Content Standards.
2. Decisions involving departmental curriculum should be made jointly by the Superintendent, Principal, and each member of the department or grade level involved. If the Superintendent makes a final decision that is contrary to that of the curriculum committee, written reasons will be given for the decision.

C. BOARD POLICY

Teachers and administrative staff shall be required to follow school guidelines as indicated by building handbooks. Any changes to these handbooks will be approved by the board and all parties will be notified in writing within two (2) weeks of board action. Both parties recognize that the Master Agreement supersedes the handbook and board policy as it relates to bargaining unit wages, hours, and terms or conditions of employment.

D. ADMINISTRATIVE SUPPORT

1. Teachers shall receive disciplinary support from the administrative staff when enforcing the student discipline guidelines outlined in both the teacher and student handbooks.
2. Failure of an administrator to provide disciplinary support will be reported to the Superintendent.

ARTICLE 18. PERSONNEL FILE

- A. A personnel file, with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Superintendent's office. Each employee shall be responsible for providing the following information to be included in his/her file:
1. Completed application form.
 2. Copy of current teaching certificates/licenses.
 3. Complete current official transcript.
 4. Current tuberculosis x-ray card, or negative skin test results, if required by law.
 5. Previous official record of accumulated sick leave days.
 6. Official record of previous years of teaching or administrative experience.
 7. Official copy of discharge from military service, where applicable.
 8. Credentials and other letters of recommendation.
- B. All teachers have the right, upon reasonable notice, to view the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
- C. All documents included in a teacher's file shall be dated and identifiable as to source. Any complaint to be placed in the personnel file, made against a teacher by any parent, student, administrator, or other person, shall promptly be called to the attention of the teacher; the person(s) shall be identified; and the teacher shall be afforded the opportunity to answer or rebut such complaint.

- D. Before any document may be placed in the personnel file, it must be documented as to the source, accuracy, relevance, completeness, or timeliness. The teacher may submit a written statement concerning the document to the Superintendent and that shall be physically attached to the document. A written reason(s) for the placement shall be given to the teacher.
- E. A teacher may request and shall receive one (1) copy of any item in his/her personnel file, exclusive of confidential letters of recommendation or reference.
- F. This sole and official file is to be kept and reviewed in the Superintendent's office.
- G. A representative of the teacher may, on behalf of the teacher, review the teacher's personnel file, so long as the representative has obtained written permission from said teacher.
- H. Should anyone other than a school official want to review a teacher's personnel file, the teacher will be notified and have the opportunity to be present when such review takes place.
- I. When no documented evidence of a reoccurrence is noted, any negative complaint or disciplinary material in an employee's file shall be expunged after two (2) years upon the employee's request.

ARTICLE 19. MISCELLANEOUS WORKING CONDITIONS

A. OCCUPATIONAL SAFETY AND HEALTH

1. Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

2. Right to Reassign

The bargaining unit member will immediately notify his/her supervisor of the condition before exercising his/her right to refuse to work under Section 4167.06 of the Ohio Revised Code because of a condition which the bargaining unit member acting in good faith reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

3. Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Section 4167 of the Ohio Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

4. Hepatitis B Vaccination

All newly hired bargaining unit members will be offered a Hepatitis B vaccination with the cost to be borne by the employer.

B. HARASSMENT

1. A professional staff member's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual or other unlawful harassment. Sexually, racially, religiously, or

other unlawfully harassing and offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the District and intolerable in a workplace.

2. The unlawful harassment of a staff member of this District is strictly forbidden. Any agent of this Board who is found to have unlawfully harassed a professional staff member will be subject to discipline.
3. The superintendent shall make appropriate efforts to ensure that all professional staff members and agents of this Board understand this provision and recognize and correct speech and behavior patterns that may be offensive under this provision with or without the intent to offend. The Board policies prohibiting sexual harassment and discrimination shall be posted in appropriate places throughout the District.
4. Additionally, the Board does not condone unlawful harassment based upon sex, race, religion, national origin, age, sexual orientation or disability and expects the Southeast Schools to be free from such harassment. Harassment of or by bargaining unit members, support staff, students, guests or administrators is strictly forbidden and will not be tolerated. Violation of this provision will result in disciplinary action being taken against the perpetrator.

C. STAFF AREA

Each building shall be provided with a staff area for use by teachers with seating and eating space, a microwave oven and a refrigerator. Vending machines in each staff area will be operated by the teaching staff.

D. ICE, SNOW, DEBRIS, AND GRAVEL

Parking lots, walks, and playground blacktop areas shall be reasonably cleared of all ice, snow, debris, and gravel so they will not be physically hazardous to teachers or pupils. These areas shall be maintained in a reasonable and prudent manner each day that school is in use.

E. FACILITIES

Facilities shall be assigned to a specific building (Primary, Intermediate, Campus, Middle School, High School) and scheduled for use by the classes in that buildings first. Use by another building shall not interfere with or supersede the use of the facilities by the building originally assigned. Any use of the area must be cleared by building principal, and the teacher shall be notified. Extracurricular use forms or calendars are to be filled out and given to the respective building secretary which shall be put on a master calendar and can be viewed at any time in the office. However, a principal shall use appropriate discretion in use of classrooms and offices. (EXAMPLE: Use of the primary music room by middle school classes before primary school is in session would have to be approved by the primary building principal.)

F. TEAM TEACHING

Team-teaching shall be considered to be two (2) to four (4) teachers in a grade level who will coordinate their teaching efforts to cover the assigned curriculum and instruct only the students in their combined homerooms. Special area teachers will continue to provide instruction where appropriate.

Scheduling of special classes will be arranged so that teachers wanting to team-teach will have specials scheduled as close to the same time as possible, and have blocks of time when their classes will all be in session, to facilitate homogenous grouping for reading and math. Teachers wishing to team-teach shall notify their building principal by May 1 of the preceding school year. Teams will be formed only with the consent of the affected teachers and principal.

Collaboration on a single unit or lesson is not considered team-teaching. The teacher should inform the building principal of the collaboration and the educational process being used.

G. SECURITY

The teachers employed by Southeast Local Schools shall be provided with security and protection of personal and educational materials, inside and outside school facilities. Teachers shall keep their personal belongings locked and secure as much as possible. Teachers will be provided an area that locks securely. The administration will utilize presently available security gates when deemed necessary.

- H. SANITATION OF TEACHERS' FACILITIES
The Board agrees that the floors and facilities in the teachers' workrooms and restrooms will be sanitized and maintained appropriately once each day the school is in use.
- I. COPIER AND LAMINATOR
Teachers shall have access in each building to a copying machine and a laminator and shall be permitted to operate them. A work area with a paper cutter and telephone (or similar telecommunication device) will be provided in each teacher preparation area for use by teachers.
- J. ORDERING MATERIALS
Procedures, guidelines and alternatives for ordering and obtaining instructional materials shall be defined and made known to teachers by May 1st.
- K. SPECIAL EDUCATION TEACHER – IEP PREPARATION
Full-time special education teachers who are required to prepare Individual Education Plans (IEP) will be granted two days of release time for writing the IEPs before the annual conference.
- L. CHAPERONING FIELD TRIPS
A teacher who is requested by the Administration to serve as a chaperone on a District approved field trip shall be granted release time from his/her regular duties.
- M. NOTIFICATION OF SPECIAL NEEDS STUDENTS
Every teacher will receive a list of his/her students with special education and gifted education needs by the 10th day of the school year.

ARTICLE 20. CALENDAR, DAY, AND PREPARATION

A. 184 DAYS OF WORK

The school year for staff will be one hundred eighty-four (184) days, which includes one hundred seventy-eight (178) student contact days, two (2) orientation and record days, two (2) parent-teacher conference days, and two (2) in-service days, one of which is a documented NEOEA day event or a flexible inservice day. To meet the requirements of a flexible inservice day, a total of six (6) hours is required. It is to be selected by the teacher with administrator approval. Required training for supplemental contracts or education for credit shall not be approved under this provision. Staff is encouraged to attend inservice sessions to meet professional needs. However, any work outside of the approved calendar may be counted with administrator approval. Teachers shall report flexible inservice hours by May 1. Summer flexible hours shall count toward meeting the requirement for the upcoming school year. Once the calendar is adopted, any modifications throughout the school year shall have the concurrence of the Association.

B. CALAMITY DAYS

When the school district or individual buildings are closed due to a calamity such as weather, power failures, utility problems, water shortage, or similar unavoidable problems, members of the bargaining unit are not required to report for duty and no deductions shall be made from members' pay. Makeup days for emergency school closings shall not be scheduled unless required by law and the dates scheduled with the agreement of the Association.

C. SCHOOL DAY

The school day is no longer than seven (7) hours, which is inclusive of a thirty (30) minute continuous, duty-free uninterrupted lunch and an average of no less than forty-one (41) minutes of daily planning time and preparation period or time. In the event of a teachers meeting/emergency the day may be extended, on very short notice, to seven and one-half (7 1/2) hours. Daily planning time for full-time teachers assigned to grades K-5 shall include one block of at least thirty-five (35) consecutive minutes.

1. The starting and ending times of the teachers' working day will be written by August 1, and any percentage increase over seven (7) hours automatically increases

the salary by the same percentage. This applies to an ongoing continuous work day.

2. Teacher assignments are made during the hours that children are expected in school. On occasions, teachers may be asked to supervise special events taking place before or after school hours, including such things as School & Family Association, Open House, Educational Fair, Science Fair, Graduation, etc. Non-attendance will not be reason for dismissal.
3. If possible, conferences should be arranged so that they do not conflict with teacher's instructional time. If that is not possible, release time will be provided.

D. PARENTAL COMMUNICATION

Teachers who wish to mail letters to parents shall provide the school secretary with a legible note. The school and school secretary shall be responsible for mailing.

E. TRAVEL TIME

Any staff required to travel between buildings for assignments shall be provided ten (10) minutes travel time, which would not overlap the thirty (30) minutes lunch or preparation time above.

F. EQUITABLE WORK

Teachers shall have equalized loads in their department or grade level as much as possible. Non-instructional duty periods (study hall, lunch duty, homeroom, etc.) shall be equitably rotated within each building. Teaching load and schedule for teachers in grades 6-12 will be considered when duty assignments are established.

G. EXTENDED DAYS

Any days worked beyond 184 in one school year shall be paid on a daily rate basis commensurate with the training and experience of the affected teacher. Kindergarten orientation will be collaboratively planned by the kindergarten teachers and building principal.

ARTICLE 21. REDUCTION IN FORCE

A. CAUSE(S)

When by reason of decreased enrollment of pupils, financial conditions, return to duty of regular teachers after leaves of absence, or suspension of schools or territorial changes affecting the District, the Board decides that it is necessary to reduce the number of teachers, it may, within policies governing the Southeast Local School District, make a reasonable reduction.

B. ATTRITION

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who die, retire, resign, or are terminated or non-renewed. The employment of replacements for some positions may be necessary in the event that employees in the system do not possess the necessary certification/licensure.

C. SUSPENSION OF CONTRACTS

1. Reductions under this procedure shall be accomplished through the suspension of a teacher's contract. The Superintendent shall notify the teacher and the Association in writing of his/her intention to recommend a contract suspension at least thirty (30) days prior to the Board meeting at which such recommendation is to be made. Such notice shall contain the reason for the recommendation.
2. The Treasurer shall notify the teacher in writing, within five (5) work days, of the Board action to suspend his/her contract.

D. NOTIFICATION

At least thirty (30) days prior to a reduction in force, the Board shall give written notice to the Association, through its President, of its intent to effect a reduction in force. Such notice shall contain the reason for the reduction in force and *positions affected in each building.*

E. ORDER OF REDUCTION shall be accomplished through the exclusive criteria of seniority and certification/licensure, in the order listed below.

1. Limited Contract teachers shall be reduced first, by using the following order:
 - a. *Certification/Licensure*
 - b. *Seniority in the District*
2. Continuing Contract teachers may be reduced only after all Limited Contract teachers of the same certification/licensure. Such reduction in the Continuing Contract staff shall be according to Ohio Revised Code 3319.17, considering:
 - a. *Certification/Licensure*
 - b. *Seniority in the District*

F. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide the SELDTA President with a seniority list of all teachers in the school system in their areas of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed. As additional certification/licensure is obtained, the list shall automatically be updated.
2. Consistent with the provisions of Paragraph F.1., above, exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment with the aforesaid Paragraph F.1.
3. Seniority shall be determined by the length of continuous service in the District. If two (2) or more teachers have the same length of continuous service, then seniority will be determined by:
 - a. The date of the Board meeting at which the teacher was hired; and then by

- b. The date on which the teacher submitted a completed job application. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and Association President. Length of continuous service will not be interrupted or affected by authorized Leaves of Absence. Unpaid Leaves of Absence shall not be included in the calculation of years of service in determination of seniority.
4. Teachers selected for RIF shall immediately be placed on a RIF List compiled from the seniority list provided for above. Teachers released shall not appear on this list.
5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each person is reemployed, the Board shall notify the Association.
6. A teacher whose contract was suspended because of staff reduction shall, if he/she desires, be placed on the substitute list.

G. RECALL

1. Any teacher unemployed as a result of staff reductions shall be recalled in reverse order of being released, provided the teacher is certified/licensed.
2. While there are previous teachers of the District who are unemployed as a result of a reduction in force, and who possess the proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.
3. The Board shall give written notice of recall by Registered or Certified Letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within twelve (12) work days of the certified mailing of the offer to return to employment, the teacher shall accept the position by replying in writing or by phone, or it shall be determined that he/she has declined the

position. If unclaimed, the certified notice will be resent once. No new staff member shall be hired until all staff on recall who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the teacher's responsibility to keep his/her address current with the treasurer's office.

5. Teachers returning to employment after a reduction in force shall resume their previous contract status, seniority, salary, and fringe benefits.
6. If a teacher declines an offer to return, or does not answer a request to return, said teacher shall be removed from the recall list and the Board shall have no further obligation to that teacher.
7. Continuing Contract teachers shall have unlimited recall rights. Limited Contract teachers, if not reinstated, shall remain on suspension for a period of no less than twenty-five (25) months from the effective date of the suspension. Upon expiration of the twenty-five (25) months, the teacher may, by Board action, be released from his/her contract.

ARTICLE 22. DEDUCTIONS

A. VOLUNTARY DEDUCTIONS

1. Certificated/Licensed personnel may request the following payroll deductions, upon completion of proper forms submitted to the Treasurer. There shall be a \$1.00 minimum per pay per deduction beginning the first pay in October and running consecutively for 10, 18 or 26 pays.
 - a. Tax Sheltered Annuities - 5% of the teaching staff must sign-up for a new company before it can be started. Changes in existing annuities accounts can be done at the beginning of any month.
 - b. Supplemental Sick Pay Insurance
 - c. SELDTA Approved Credit Union
(The Treasurer will forward the total amount deducted to the Credit Union within two (2) working days of the deduction.)
 - d. FCPE (Fund for Children and Public Education)
 - e. United Way
 - f. All Dues or Representation Fees

B. PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY

In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment, either be members of the Association and *its affiliates or share in the financial support of the Association* by paying to the Association a representation fee equivalent to the amount of dues uniformly required of members of the Association in the manner described below. These deductions shall be an exclusive right conferred upon SELDTA, as the recognized representative of the certified/licensed personnel, as defined in RECOGNITION contained herein.

1. Each member shall submit a payroll deduction form to the SELDTA Treasurer by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The School District Treasurer shall have the form prior to making deductions.

- a. The deductions shall be made equally, except as necessary the last deduction may be adjusted accordingly, from each bi-weekly paycheck for eighteen (18) consecutive pays, commencing with the first pay in October.
 - b. These deductions shall continue from year to year automatically. The Association shall forward to the Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year.
 - c. The Board Treasurer shall forward to the Association the total amount deducted, with a listing of any changes since the last deduction.
2. The Board shall deduct, after authorization, from the pay of certified/licensed personnel who elect not to become or to remain members of SELDTA, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
 - a. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
 - b. Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:
 - (1) sixty days employment in a bargaining unit position which shall be the required probationary period or
 - (2) January 15th.

- c. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.
 - d. The Board further agrees to accompany each such transmittal with a list of the names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
 - e. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each certified/licensed employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
 - f. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
3. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this fair share fee provision provided that:
- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

- b. The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may retain their Counsel at their sole expense. No settlement will be made without consent of their Counsel.
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 23. PAYROLL

A. DISTRIBUTION OF PAY

If the pay day falls on a day that is not a regularly scheduled work day, the paychecks will be given the day before the pay day. If that date is not a regularly scheduled work day, then the checks will be mailed two (2) days before the pay day.

B. DISTRIBUTION AT SCHOOL

Each paycheck not mailed shall be placed in a sealed envelope prior to distribution to the school buildings.

C. FORMS

All employees will be required to complete the forms requested by the Treasurer prior to receiving the initial check at the beginning of each school year.

D. SUMMER PAY

During the summer, paychecks will be sent to one (1) address of the employee's choosing at Board expense.

E. LUMP SUM SUMMER PAY OPTION

Certificated/Licensed staff members may receive remaining paychecks from their yearly salary on the first pay in July, by making a request to the Board Treasurer in writing, by April 15. The amount of money due the employee will be paid in a lump sum, with the deductions for the lump sum determined by the number of checks regularly planned for summer distribution. However, this paycheck shall be distributed to the requestor upon certified completion of all assigned responsibilities.

This privilege shall, annually, be granted to up to ten percent (10%) of the staff on a first-come/first-served basis.

F. DOCKED DAYS

Deductions from salary for days docked will be pro-rated one time per year over the remaining pay periods in a school year; if the deduction would exceed twenty-five percent (25%) of a paycheck, the teacher shall have the option to set up an alternative pay plan with the Board Treasurer.

G. SALARY EXPERIENCE CREDIT

For teachers newly employed by the Southeast Local Schools, experience credit on the salary schedule will be granted as follows:

1. One year of credit for each year (120 days or more) on a teacher's contract in Southeast Local Schools not to exceed ten (10) years;
2. One year of credit for each year (120 days or more) on a teacher's contract in another Ohio public school not to exceed ten (10) years;
3. One year of credit for each year (eight (8) months or more) of active military duty, not to exceed five (5) years;
4. No credit is required to be granted for experience in non-public accredited schools, chartered schools or non-Ohio public schools, but the Board may, in its discretion, grant up to four years credit for such service.

Under no circumstances will the credit granted under this section exceed a total of 10 years credit on the salary schedule.

H. CREDIT UNION, ASSOCIATION DUES, AND ANNUITY DEDUCTIONS

Credit Union, Association dues, and annuity deductions from a teacher's paycheck shall be transferred to the proper recipient within two (2) working days. Said transfer of money is contingent upon the recipient having provided the Board Treasurer with the proper documents for the transfer.

I. ASSOCIATION TREASURER

Deductions for Association dues will be given to the Association Treasurer on pay day for which deductions are made.

ARTICLE 24. REGULAR SALARY

- A. SOUTHEAST LOCAL 2010-2011 SALARY SCHEDULE.
 The base salary for 2010-2011 shall be \$29,260 (1% increase). There will be an opportunity to reopen negotiations for financial considerations for the 2011-2012 school year.

SOUTHEAST LOCAL 2010-2011 SALARY SCHEDULE

Effective for the 2010-2011 school year, the salary schedule shall be as follows:

<u>EXP</u>		<u>BACHELORS</u>	<u>150 Sem Hrs.</u>	<u>MASTERS</u>	<u>MASTERS + 20</u>
Step	0	29,260	30,723	32,771	33,356
		1	1.05	1.12	1.14
Step	1	30,869	32,332	34,381	34,966
		1.055	1.105	1.175	1.195
Step	2	32,040	33,503	36,136	36,721
		1.095	1.145	1.235	1.255
Step	3	33,503	34,966	37,599	38,184
		1.145	1.195	1.285	1.305
Step	4	34,673	36,429	39,355	39,940
		1.185	1.245	1.345	1.365
Step	5	36,136	37,892	40,818	41,403
		1.235	1.295	1.395	1.415
Step	6	37,307	39,062	42,573	43,159
		1.275	1.335	1.455	1.475
Step	7	38,770	40,525	44,036	44,622
		1.325	1.385	1.505	1.525
Step	8	40,086	42,134	45,938	46,523
		1.37	1.44	1.57	1.59
Step	9	41,549	43,597	47,401	47,986
		1.42	1.49	1.62	1.64
Step	10	42,720	44,768	49,157	49,742
		1.46	1.53	1.68	1.7
Step	11	44,183	46,231	50,620	51,205
		1.51	1.58	1.73	1.75
Step	12	45,353	47,694	52,375	52,961
		1.55	1.63	1.79	1.81
Step	13	46,816	49,157	53,838	54,424
		1.6	1.68	1.84	1.86

		<u>BACHELORS</u>	<u>150 Sem Hrs.</u>	<u>MASTERS</u>	<u>MASTERS + 20</u>
Step	14	46,816	50,327	55,301	55,887
		1.6	1.72	1.89	1.91
Step	15	47,986	51,498	56,472	57,057
		1.64	1.76	1.93	1.95
Step	17	49,011	52,522	57,496	58,081
		1.675	1.795	1.965	1.985
Step	20	49,888	53,400	58,374	58,959
		1.705	1.825	1.995	2.015
Step	25	50,766	54,277	59,252	60,129
		1.735	1.855	2.025	2.055
Step	27	51,351	54,863	59,837	60,715
		1.755	1.875	2.045	2.075

B. ATHLETIC PASS

All bargaining unit members shall receive one (1) athletic pass for himself/herself, a spouse, and his/her school age children to all home events. Children must be accompanied by a parent who is a bargaining unit member in order to be admitted to athletic events with this pass.

- C. Bargaining unit members who meet the requirements, will be provided a one-time stipend in recognition of their attaining "Highly Qualified" status for the 2010-2011 school year. Each full-time bargaining unit member's stipend will be \$606.00 paid no later than the first pay in October. A part-time teacher's stipend will be prorated.

D. STUDENT TUITION WAIVER

The Board will waive tuition for nonresident children of employees in the bargaining unit. The Superintendent will assign student(s) to the most appropriate class.

E. STRS "PICK-UP" UTILIZING THE SALARY REDUCTION METHOD

The Southeast Local Board of Education agrees with the Southeast Local Teachers' Association to STRS "pick-up" utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit, under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the then current rate of the employee's gross annual compensation. The employee's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up".
3. Payment for all paid leaves, sick leave, personal leave, severance, and supplemental, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

Each teacher 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 will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 25. SUPPLEMENTAL PAY SCHEDULE

A. PERCENT OF BASE

17%

- A. HEAD BOYS BASKETBALL (1)
- B. HEAD FOOTBALL (1)
- C. HEAD WRESTLING (1)
- D. BAND DIRECTOR (1)
- E. HEAD GIRLS BASKETBALL (1)

12%

- A. HEAD BOYS BASEBALL
- B. HEAD BOYS TRACK
- C. HEAD GIRLS TRACK
- D. HEAD GIRLS VOLLEYBALL
- E. HEAD GIRLS SOFTBALL
- F. ASSISTANT BOYS BASKETBALL
- G. ASSISTANT FOOTBALL
- H. ASSISTANT WRESTLING
- I. ASSISTANT GIRLS BASKETBALL

10%

- A. ASSISTANT ATHLETIC DIRECTOR
- B. ASSISTANT BASEBALL
- C. ASSISTANT BOYS TRACK
- D. ASSISTANT GIRLS TRACK
- E. ASSISTANT GIRLS SOFTBALL
- F. ASSISTANT GIRLS VOLLEYBALL
- G. YEARBOOK ADVISOR
- H. DRAMA CLUB ADVISOR
- I. JUNIOR CLASS ADVISOR
- J. ASSISTANT BAND DIRECTOR
- K. HEAD BOYS SOCCER COACH
- L. HEAD GIRLS SOCCER COACH
- M. FFA ADVISOR

8%

- A. HEAD BOYS GOLF
- B. HEAD GIRLS GOLF
- C. HEAD BOYS CROSS COUNTRY
- D. HEAD GIRLS CROSS COUNTRY
- E. CHORAL DIRECTOR
- F. NEWSPAPER ADVISOR
- G. SCHOOL STORE
- H. MIDDLE SCHOOL CHEERLEADING
- I. ASSISTANT BOYS SOCCER COACH
- J. ASSISTANT GIRLS SOCCER COACH
- K. SPEECH & DEBATE CLUB ADVISOR

6%

- A. SENIOR CLASS ADVISOR
- B. PEP CLUB
- C. QUIZ BOWL/ACADEMIC CHALLENGE
- D. HS STUDENT COUNCIL

5%

- A. HEAD BASKETBALL CHEERLEADING ADVISOR
- B. HEAD FOOTBALL CHEERLEADING ADVISOR

4%

- A. SOPHOMORE CLASS ADVISOR
- B. FRESHMAN CLASS ADVISOR
- C. ASSISTANT DRAMA ADVISOR
- D. M.S. STUDENT COUNCIL
- E. FCCLA
- F. ESPANCAIS CLUB
- G. DANCE LINE ADVISOR
- H. ART CLUB - one each building (primary, intermediate, middle, high school)
- I. H.S. SCIENCE CLUB ADVISOR
- J. M.S. SCIENCE CLUB ADVISOR
- K. NATIONAL HONOR SOCIETY
- L. ASSISTANT FOOTBALL CHEERLEADING
- M. ASSISTANT BASKETBALL CHEERLEADING

3%

- A. SADD
- B. POWER OF THE PEN
- C. LPDC

2%

- A. SKI CLUBS
- B. INTRAMURALS

OTHERS

- A. HOME INSTRUCTOR/ TUTORING-- \$18.00 per hour
- B. INTERNAL SUBSTITUTING .0005 of BA-0 PER TEACHING PERIOD
- C. Monies awarded for student performances or activities shall be used by the teacher(s) who participated to purchase educational supplies or equipment.
- D. AFTER-SCHOOL DETENTION SUPERVISOR - \$18.00 PER HOUR

B. INTERNAL SUBSTITUTING

Teachers shall not be required to substitute or cover classes for absent teachers. However, those teachers who wish to do so shall be compensated at a rate of .0005 of the BA-0 base salary per class covered. Block scheduling coverage shall be considered two (2) class periods. Internal substitute pay will be given to teachers if the teacher wishes to forfeit a planning period during state mandated testing or any other event the teacher is asked to cover. This section does not apply to teachers who make prearranged agreements among themselves.

C. SUPPLEMENTALS BASED ON BA-0

Supplemental salaries shall be calculated on the "BA-0" step which is base salary.

D. SUPPLEMENTAL ACTIVITY PAY INCREMENTS (HIRED PRIOR TO 7/1/00)

To calculate supplemental salary, MULTIPLY the given percentage BY THE BA-0 step base salary, and MULTIPLY that resulting figure BY THE given Index number commensurate with experience.

YRS INDEX 20% 17% 13% 12% 10% 8% 6% 4% 3% 2%

0 1.00

1 1.10

2 1.20

3 1.30

4 1.40

5 1.50

E. SUPPLEMENTAL ACTIVITY PAY INCREMENTS (HIRED AFTER 7/1/00)

Effective with new hires after July 1, 2000, the following supplemental activity pay increment schedule will be in effect.

Years.	Index
0-1	1.00
2-4	1.10
5-9	1.20
10 or more	1.35

F. COACHING EXPERIENCE

Experience as a coach within a sport in the Southeast Local School District will count as experience if moved to a different coaching position within a sport.

1. The number of years transferable from the assistant coach column to the head coach column shall be only the number of years necessary to ensure no decrease in salary or salary less than any of their assistants.
2. When a new coach is hired, any credit for years of experience outside of the Southeast Local Schools may be granted at the discretion of the Board.

ARTICLE 26. INSURANCES

The effective date of the Major Medical Plan shall be September 1, 2009.

Refer to Appendix H for further specifics regarding the following insurances.

A. MAINTENANCE OF COVERAGE

The Board shall have the right to change insurance carriers during the term of this Agreement, provided that the level of coverage is maintained at or above current specifications.

B. CHANGING SINGLE COVERAGE TO FAMILY COVERAGE

It is the teacher's obligation to notify the Board, within thirty (30) calendar days, of any changes in single or family coverage

C. HOSPITALIZATION/MAJOR MEDICAL INSURANCE

The Board shall pay 95% of the premium of Board approved insurance for either Single or Family Plan, as selected by the teacher. If both a husband and wife are employed by the Board, the Board shall pay 100% of the premium of a Family Plan.

D. LIFE INSURANCE

The Board shall pay the premium for \$50,000 of Term Life Insurance. Any teacher age 70 or older shall not be eligible for this benefit.

E. PRESCRIPTION DRUG INSURANCE

The Board shall pay 95% of the premium for a Single or Family Prescription Drug Plan. If both a husband and wife are employed by the Board, the Board shall pay 100% of the premium of the Family Plan.

F. DENTAL INSURANCE

The Board shall pay the total premium payments for Dental Insurance coverage for Single or Family Plan, as selected by the employee. The Dental coverage shall be no less than that provided by the Benefit Services Plan in effect as of April 1, 1986.

G. VISION INSURANCE

The Board shall provide Single or Family Vision Insurance. The Plan will be Benefit Services Plan A.

H. HEALTH BENEFIT OPTION

1. Effective July 1, 2006, each teacher may elect not to participate in the District's insurance plans and will receive the following cash payments in lieu of coverage.

	<u>Family</u>	<u>Single</u>
Hospital and Major Medical	\$1380.00	\$530.00
Vision	\$20.00	\$20.00
Dental	\$120.00	\$120.00
Total	\$1520.00	\$670.00

- a. Employees must make the decision to opt out of coverage during the annual hospitalization enrollment period in September. Payments will be made on the first pay in November following the enrollment period.
- b. The following deductions will be made from the case payment: Board and employee contributions to the retirement system, federal and state taxes, and Medicare (if applicable).
- c. Should an employee have, under the terms of the insurance plan, a legal status change during the year (12 months), the employee will have the needed benefits reinstated by making written notification to the Treasurer of the District. The cash payment will be prorated and the employee will have to reimburse the Board for any overpayment (gross amount).
- d. A married couple, i.e., both spouses, employed by the Southeast Local Schools may participate in the opt-out provision in Section H. of Article 27 by providing the required notice. In that event, a married couple will receive payment for a "single" opt-out and retain family health insurance benefits. The Board will continue to pay 100% of the premium for the married couple's family health insurance plan.

If a married couple, i.e., when both spouses employed by the Southeast Local Schools, elects to fully opt-out of health insurance benefits and health insurance coverage, the married couple may provide appropriate notice and receive one (1) "family" opt-out payment.

2. A Section 125 Plan will be established for all bargaining unit members who participate in the District's Insurance Plan.

I. INSURANCE STUDY COMMITTEE

The parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long term best interest of the Board and its employees. Therefore, there will be established an insurance study committee which shall be comprised of two (2) members of SELDTA, two (2) members of SSSPA, one (1) member of OAPSE, and two (2) members of the administration and/or Board. Bargaining unit members will be appointed by their respective Association president; administrators will be appointed by the Superintendent. This committee will meet a minimum of two times per year and will review the District's present insurance coverage in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

ARTICLE 27. SEVERANCE PAY

- A. The Board will grant a teacher who is retiring, severance pay equal to the teacher's unused accumulated sick leave days at the teacher's per diem rate of pay, as determined by the employee's final step on the salary schedule divided by the number of contract days in the school year.
- B. Payment of severance pay shall eliminate all accrued sick leave days.
- C. The formula for calculating severance pay shall be:

YEARS IN SOUTHEAST LOCAL SCHOOL DISTRICT

0 - 5 years	10% of Accumulated Sick Days
6 - 15 years	25% of Accumulated Sick Days
16 - UP years	30% of Accumulated Sick Days

Regardless of the percentage received, the maximum number of days payable under this provision is seventy-five (75) days.

ARTICLE 28. LEAVES

Teachers returning to employment after any Board-approved leave shall resume their previous contract status, seniority, salary and fringe benefits. 120 days of teaching within a school year will count as one (1) year of experience for movement on the salary schedule.

A. SICK LEAVE

Refer to the following sections of the state statutes (Ohio Revised Code) for clarification of definitions: 3319.141.

1. Amount of Days and Bonuses

All teachers shall be entitled to one and one-fourth (1-1/4) sick leave days for each month of service, or fifteen (15) days per school year, cumulative without limit. Effective July 1, 2005, in each calendar year, if no sick days are used, said employee should receive a bonus/award.

- a. Each full-time employee who completes the school year without using any sick or personal leave days shall be paid a bonus of three hundred dollars (\$300.00).
- b. Each full-time employee who completes the school year without using any sick leave days shall be paid a bonus of two hundred dollars (\$200.00).
- c. Each full-time employee who completes the school year with using only one (1) sick leave day shall be paid a bonus of one hundred fifty dollars (\$150.00).
- d. The conversion of unused personal leave to sick leave as provided in Section B., 6., of this Article shall not be utilized to qualify for the bonus(es) identified above.

2. Advancement of Five Days

All teachers shall be entitled to an advancement of five (5) sick leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is

required to earn back any advanced sick leave days so no loss in pay results. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick leave days will be deducted from the final adjusted pay or estate.

3. Reasons for Use of Sick Leave

Sick leave days may be used for the following reasons:

- a. *Personal Illness or injury.*
- b. Exposure to contagious disease which could be communicated to others, as defined by the Ohio Department of Health.
- c. Pregnancy.
- d. Illness or injury in the teacher's immediate family.
- e. Death in the teacher's family is a valid reason for the use of the teacher's sick leave. The teacher is required to take into account all circumstances, such as distance to be traveled, closeness of relative, legal and financial responsibilities placed upon the teacher concerned; and shall be reasonable and prudent on the number of days used.
- f. Immediate family includes spouse, child, mother, father, brother, sister, foster parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, foster children, stepchildren, father-in-law, mother-in-law, aunt, uncle, any resident in the teacher's home and any other listed in Board Policy.

4. Procedures for Use of Sick Leave

a. Calling Off

All teachers in the District will call one assigned number to report absence due to illness. These calls will be made prior to or the morning of the day of absence, and shall include:

- (1) Name of Teacher;

(2) Building;

(3) Grade Level or Subject Area;

b. All-Purpose Leave Form

An All-Purpose Leave Form (See Appendix G) must be signed and returned to the proper administrator, on the date of return to work. Failure to do so will result in a withholding of the teacher's paycheck(s) until the form(s) are signed and returned.

c. Use of Consistent Substitute

In cases where a regular teacher is going to be absent longer than three (3) consecutive days, the same substitute will be retained to teach that class, if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency, and good programming for the students in the class.

d. Return to Work

After five (5) consecutive days of absence, a doctor's release to return to work may be required.

e. Instructions for Substitutes

Instructions for substitutes shall be the responsibility of the absent teacher.

B. PERSONAL LEAVE

1. Procedures for Use of Personal Leave

Teachers shall be granted three (3) days of personal leave. If due to extraordinary circumstances a five (5) school day notice is not possible, notification of the building principal and the substitute calling attendant must be done prior to use. The All-Purpose Leave Form (see Appendix G) for personal leave must be submitted to the building principal at least five (5) school days in advance of the date for use. Subject to the limitations below, no explanation need be given for use of personal leave.

2. Notice of Approval or Denial
All leave forms for personal leave submitted to the central office at least one week in advance of the scheduled use shall be approved or denied and returned to the teacher prior to the date(s) requested for the leave.
3. Only 10% of Staff at a Time
No more than ten percent (10%) of the staff may be on personal leave any one (1) day. Under extreme and emergency situations, the Superintendent may waive this restriction.
4. Increments
Personal leave may be taken in one-half (1/2) day blocks, which is interpreted as meaning no less than one-half (1/2) of the school day.
5. Use Near Holiday or End of Year
Bargaining unit members must provide an explanation and obtain written approval from the Superintendent or his/her designee in order to use personal leave the day prior to or the day after a school holiday or during the last ten (10) days school is in session.
6. Conversion to Sick Leave
Unused personal leave will be converted, on an equal basis (i.e., one-half (1/2) unused personal day equals one-half (1/2) accumulated sick leave day), to a bargaining unit member's accumulated sick leave total at the end of each school year.

C. MATERNITY LEAVE

1. DEFINITION

A maternity leave is absence from school, without pay, by a teacher who is pregnant or has already given birth.

If a member of the bargaining unit prefers, she may use accumulated sick leave during her pregnancy when her condition, as certified by the doctor, requires that she not work immediately following the birth of her child and/or during her recuperation.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, sick leave pay ends and maternity leave, without pay, shall become effective.

2. NOTIFICATION OF MATERNITY LEAVE

A teacher who desires a maternity leave shall notify the Superintendent at least thirty (30) calendar days in advance of the commencement of said leave, whenever possible. This notification shall be in writing, and shall indicate the anticipated date for commencement of said leave.

3. LENGTH OF MATERNITY LEAVE

A maternity leave shall be no longer than one (1) year. If additional time is needed by the member of the bargaining unit, she may apply for a leave of absence, without pay, under child care leave.

4. TERMINATION OF MATERNITY LEAVE

Upon written request by the teacher to the Superintendent, a maternity leave of absence may be terminated at any time after the birth of the child under the following conditions:

a. Return to Work

Return to duties shall be guaranteed on the date requested by the teacher.

b. Insurance Coverage

All insurance coverage shall be continued for those who are on maternity leave, upon payment of the premium by the teacher to the Treasurer by the twenty-first (21st) day of each month.

D. CHILD CARE LEAVE

1. DEFINITION

A child care leave is absence from school, without pay, by a teacher (male or female) who is the parent of a natural-born or adopted preschool-age child.

2. NOTIFICATION OF CHILD CARE LEAVE

A teacher who desires a child care leave shall notify the Superintendent at least thirty (30) days in advance of the commencement of said leave, whenever possible. This notification shall be in writing, and shall indicate the actual date for commencement of said leave.

3. LENGTH OF CHILD CARE LEAVE

A child care leave shall consist of the remainder of the school year and up to one (1) additional year, if so desired by the parent. However in the case of an adoption, the leave shall consist of a longer or shorter period of time than the remainder of a semester to any member of the bargaining unit who requests any number of days, up to six (6) weeks.

a. Any teacher who adopts a child during the first semester of a school year shall notify the Superintendent, by April 1, of his/her intention to return to work the following school year or to continue on child care leave. If the adoption occurs during the second semester, he/she shall notify the Superintendent as soon as possible, but no later than July 10, of his/her intention to return to work the following school year or to continue on child care leave.

b. If a woman is on child care leave (which is immediately following a maternity leave), she shall notify the Superintendent by April 1, of her intention to return to work the following school year.

4. TERMINATION OF CHILD CARE LEAVE

Upon written request by the teacher to the Superintendent, a child care leave of absence may be terminated at any time under the following conditions:

- a. The reassignment of duties, in all cases of a child care leave, shall be in accordance with the *recommendation of the Superintendent and the needs of the School District*. No employee shall be assigned to a position for which the employee is not qualified.
- b. Return to duties shall be guaranteed no later than the first work day of the school year following the date that the Superintendent has received the written request from the teacher.
- c. All insurance coverage shall be continued for those who are on child care leave, upon payment of the premium by the teacher to the Treasurer by the twenty-first (21st) day of each month.

E. PATERNITY LEAVE

The Board shall grant four (4) days of leave per school year, chargeable to sick leave or personal leave, at the discretion of the member of the bargaining unit, to any member of the bargaining unit who fathers a child or adopts a child during the school year.

F. PROFESSIONAL CONFERENCE LEAVE

1. Three Days Professional Leave

It is hereby agreed that the teachers of Southeast Local Schools will have the right to request three (3) days professional leave, and it shall be granted as specified in the following statement:

- a. It must be submitted in writing to the Superintendent for approval. Refer to Appendix G.
- b. It must be submitted at least five (5) days in advance.

2. Notice of Approval or Denial

All leave forms for professional conference leave submitted to the central office at least one week in advance of the schedule use shall be approved or denied and returned to the teacher prior to the date(s) requested for the leave.

3. Teacher Requested Professional Leave
If a teacher requests professional leave to attend a conference or workshop and it is approved by the Superintendent, the following procedures will be used:
 - a. The teacher will be granted release time from classroom responsibility, with no loss in pay occurring.
 - b. The actual conference or workshop fee will be paid for by the Board.
 - c. Mileage will be reimbursed at 80% of the current federally approved amount. In situations where multiple employees are attending the workshop or conference, one driver will be reimbursed for every four participants.
 - d. A sustenance fee for food and lodging will be paid as agreed to in the application approval form.

4. Administration Requested Professional Leave
If a teacher is requested by the Board or the Superintendent to attend a professional conference or workshop, the following procedures will be used:
 - a. The teacher will receive release time without loss of pay.
 - b. The conference or workshop fee will be paid for by the Board.
 - c. Mileage will be reimbursed at the current federally-approved amount. This rate shall apply for any Board-approved mileage.
 - d. Expenses for meals and lodging will be paid for by the Board.

5. OEA Convention
This leave may be used for the OEA Convention, for release time only, and the Board will not be held responsible for meals, lodging, or mileage.

G. COMPULSORY LEAVE

1. Definition and Release Time
Release time (see Appendix G) shall be granted for required appearances in court where the teacher is the defendant, plaintiff (except if you are a plaintiff against the School District), witness, or on jury duty. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee, in order to get the regular pay for time released.
2. Remittance to the Board
Remittance to the Board shall be minus payment for lunch and mileage from-home-to-court-and-return, if not reimbursed by the court.
3. Return to Work
The employee will work any part of the day so long as there is at least one-half (1/2) of the school day remaining after subtracting travel time to school.

H. SABBATICAL LEAVE

1. Length of Sabbatical Leave
Any teacher who has completed five (5) consecutive years of teaching in the Southeast Local Schools may be granted a sabbatical leave, with one-half (1/2) pay, for professional improvement for one (1) quarter (12 weeks), and up to one (1) full school year (36 weeks).
2. Application for Sabbatical Leave
Application for sabbatical leave (see Appendix G) for professional study, research, or professional improvement, must be made at least sixty (60) days prior to the beginning of such requested leave. Applicant must be notified by the Board of the disposition within thirty (30) days of receipt of the request. The application for such sabbatical leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.
 - a. Applications will be made to the Superintendent. The applicant will submit plans for the use of the sabbatical leave and will meet all other

requirements as established by a sabbatical leave committee.

- b. The Association President shall appoint three (3) members of the bargaining unit (one Elementary, one Middle, one High School) to serve with two (2) administrators, or the Superintendent shall appoint two (2) members on a sabbatical leave committee for the final selection.
3. Expectations for Sabbatical Leave
Generally, it is intended that study and other proposals for improvement will include a full graduate load, and will lead to the completion of a degree in the member's field or area of professional service, if such degree (either under graduate or graduate) is not already held. Application for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months or eight (8) months; will clearly show how such travel will contribute directly to improve classroom instruction, or to improve professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session, or when the member is not on duty.
 4. Frequency of Sabbatical Leave
Sabbatical leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service; nor will leave be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for and are awaiting such leave. The number of teachers on sabbatical leave in any one (1) year will be limited to one (1) for each level - Elementary, Middle, and High School.
 5. Pay and Insurance
The amount of partial pay which an employee will receive while on leave, if approved under the provisions of this section, will equal one-half (1/2) his/her contract salary for the year, plus benefits effective in September; and will be paid every two (2) weeks.

6. Contract Status and Position

Upon his/her return from sabbatical leave, a member's salary and fringe benefits will be the same as he/she would have received had the period of his/her leave been spent in the Southeast Local School System; and he/she will be returned to the same position, if available, or one comparable to it at the same level.

7. Return to Service and Completion of Program

All members will, as a condition of approval for sabbatical leave for professional growth, sign a written agreement to return to service in the Southeast Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment. Refund of pay received on leave may also be required, if the sabbatical leave committee judges that the member failed to complete the program of professional improvement, unless such failure was beyond the control of the member.

If the person terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due, proportional to the amount of service not actually rendered.

8. Committee Recommendation and Board Decision

Any recommendation made by the committee on sabbatical leave (see 2.(b), above) would be given to the Superintendent, who would in turn make the recommendation to the Board. The Board then has the authority to make the final decision on granting the leave.

I. UNPAID LEAVES OF ABSENCE

1. DEFINITION

The Board provides certain leaves of absence for which members of the bargaining unit will not receive salary, release time, nor will the Board be required to pay into the STRS while the person is on leave.

2. GENERAL GUIDELINES

- a. Notification shall be ten (10) days.
- b. The leave cannot commence other than at the beginning of a grade period, excepting maternity, child care, or paternity leave.
- c. These leaves do not permit teaching in another school district or institution.
- d. Except in rare instances, leave will not be extended beyond the length stated.
- e. Reinstatement Rights

The teacher on leave shall be entitled to reinstatement at the expiration of the leave to the same building and general level training assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate otherwise or the job is combined or eliminated. The teacher's intent to return or not to return must be announced in writing to the Superintendent by June 1 for the beginning of a school year, by October 1 for the beginning of the second grade period, by January 1 for the beginning of the third grade period, or by March 1 for the beginning of the fourth grade period. This excludes maternity, paternity, and child care leave.

- f. Rights While On Leave

Any staff member shall be entitled to request and receive the right to continue to be covered by insurance for all insurances, provided the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium of such coverage. Any over-payment of premium shall be refunded to the staff member upon termination of leave.

- g. Applicability

This leave will only be granted to those persons who at the time of the commencement of the leave will have completed at least one (1) school year of employment in Southeast Schools.

J. OTHER LEAVES

1. Upon the recommendation of the Superintendent, the Board may authorize leaves of absence for teachers when it deems such leaves to be reasonable and for good cause.
2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.

K. POLITICAL LEAVE

A teacher has the right to become a candidate for public office and to serve in said elective office, unless there is a specific legal prohibition. Leave for this purpose shall be granted by the Board upon request by the teacher.

L. PROFESSIONAL ASSOCIATION LEAVE

Upon the request of SELDTA, a member of the teaching staff elected to a state or national office of a bona fide professional organization will be granted a leave of absence for the time period he/she holds said position. The bona fide professional organization will be determined by the SELDTA President and the Superintendent.

M. FAMILY MEDICAL LEAVE

The provisions of the Family Medical Leave Act of 1993 will be followed where applicable.

ARTICLE 29. MENTOR PROGRAM

The mentor/entry year program has been indefinitely suspended as of July 1, 2009. A successor program may be developed at some point in the future. The parties agree to continue the revised mentor/entry year program for 2010-2011. Mentors will be compensated at a rate of \$500 annually.

Qualified mentors will be paired with resident educators prior to September 15 of each year. A committee of three representatives from SELDTA appointed by the SELDTA president and three representatives from the administration appointed by the Superintendent will determine the assignments.

The committee will assign a qualified mentor to a resident educator based upon the area of certification/licensure. Preference will be given to pair qualified mentors with resident educators within the same building.

The resident educator/mentor relationship is solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the resident educator's performance. All information, written or oral, shall not be used by the Board in any matter relating to the employment or reemployment of the resident educator or the mentor.

ARTICLE 30. PROFESSIONAL DEVELOPMENT COMMITTEE

A. ONE COMMITTEE

There shall be one Local Professional Development Committee ("LPDC") for the Southeast Local School District.

B. COMMITTEE COMPOSITION

The committee shall consist of three bargaining unit members chosen by the Association, and two administrators, chosen by the Superintendent. When reviewing a plan for a district's administrator, the committee shall consist of two administrators and one teacher.

C. APPEALS PROCESS

The Appeals Process shall consist of two steps:

Step one - Reconsideration by the LPDC.

Step two - A final decision will be made by the local appeals board.

This appeals board shall be made up of one(1) certified/licensed person chosen by the LPDC, one (1) certified/licensed person chosen by the individual, and one (1) certified/licensed person chosen by the two previously chosen persons. The decision of this board shall be final pursuant to O.R.C. Section 3319.22.

D. TERMS OF OFFICE

1. There shall be a chairperson elected by the majority vote of the LPDC. The chairperson shall be elected for a two (2) year term running from September to September.
2. There shall be a secretary elected by majority vote of the LPDC. The Secretary shall be elected for a one (1) year term running September to September.
3. The bargaining unit members shall serve three (3) year staggered terms running September to September.

E. VACANCIES

1. If an administrative position vacancy exists, it shall be filled by the Board.

2. If a bargaining unit vacancy exists, it shall be filled by the Association.

F. REMOVAL

The procedure and basis for removal of a member of the LPDC shall be left to the LPDC to determine.

G. TRAINING

Each LPDC member shall also participate in professional development designed to prepare him/her for the role within the LPDC. This professional development may be legitimately used by the LPDC member as part of his/her own Individual Professional Development Plan. The content and scope of the training shall be determined by the LPDC, and the District.

H. MEETINGS

The LPDC shall meet at least six times per year. Other meetings may be called as necessary.

I. GRIEVANCES

Nothing in this Article is grievable under the terms of Article 3 of this Agreement.

ARTICLE 31. MASTER TEACHER COMMITTEE

There will be a local master teacher committee which will consist of a majority of SELDTA members. A pilot program will be put in place for the 2010-2011 school year. Release time for committee members will be granted when necessary.

ARTICLE 32. ASSOCIATION RIGHTS

A. GENERAL ASSOCIATION RIGHTS

1. SELDTA Spokesperson on Board Agenda
So that the Association, through a designated spokesperson, shall have the right, at all regularly scheduled or special meetings of the Board, to speak to any issue which might affect members of the bargaining unit. The Board meeting agenda shall have a place on the agenda to recognize the Association.
2. Presentations to the Board
The Association shall have an opportunity to make a presentation to the Board, when requested through the Superintendent.
3. Access to Board Policy
Each building library shall contain a copy of Board Policy. The SELDTA President shall receive a copy of Board Policy and shall be notified of changes within two (2) weeks of Board actions. A copy of Board Policy will be maintained on the District's web site.
4. Documents for SELDTA President
The following documents shall be provided to the Association President on a timely and routine basis prior to the School Board meeting: the Board agenda, Board minutes, financial statements and any such materials publicly distributed at a Board meeting.
5. Documents from State or Federal Agencies
The Association President shall be provided, at no cost, with one (1) copy of all documents prepared by the Board of Education or received by the Board from State or Federal Agencies regarding finances, instructional programs, staffing, or otherwise may relate to benefits and conditions of employment of bargaining unit members, that are matters of public record.
6. Participation in Initial Orientation of New Teachers
The Association or its representatives shall have the privilege of participation in initial orientation for new teachers, so long as the Association continues to be recognized as the sole and exclusive representative of the professional teacher staff, and any organization

competing for such representation shall be excluded from the new teacher orientation.

7. Notification of New Teachers
Names and assignments of newly-employed teaching staff shall be provided to the Association through distribution of Board minutes as early as practical following Board approval of their contract.
8. Portage County School Directory
The Association President shall receive from the Superintendent, a copy of the Portage County School Directory within one (1) week of the Superintendent's receipt.
9. State or National Offices
A teacher elected to a state or national office of a bona fide professional organization is eligible for a leave of absence, without pay, under provisions listed in the leave section of this Contract.
10. OEA Convention
Leave will be granted for the State Association Convention and is listed under professional conference leave.
11. Use of School Buildings and Facilities
The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty. At other times, the Association may use the buildings according to regulations established by the Board, with no rental charge except reimbursement to the Board for custodial wages.
12. SELDTA Meetings During School Time
The Board agrees that the Association shall have the right to meet during school time for a maximum of two (2) meetings per year, to be conducted on days when students are not attending classes with the exception of waiver days. Each of these meetings shall be no longer than one and one-half (1 1/2) hours, and shall be first arranged with the Superintendent at least ten (10) working days prior to such meeting. All other general meetings shall be conducted after school hours at such times as not to interfere with job responsibilities.

13. Association Release Time

The Board, recognizing the importance of a well-informed teaching staff and an active representative Association of the certificated staff, does, therefore, grant nine (9) days of release time (see Appendix G), fourteen (14) during the year of negotiations, from teaching duties for the Association President or other designated representatives of the certificated/licensed staff, with approval of the Association President. Minimum use will be in one-half (1/2) day blocks. A minimum of five (5) working days' advance notice to the principal and the Superintendent shall be given.

14. Release Time for Association President

The Association President and his/her administrator and the Superintendent shall collaboratively schedule release time for the Association President in addition to the Association leave above.

B. ASSOCIATION BUILDING RIGHTS

1. Bulletin Boards

The Association will have the use of bulletin boards in the teacher lounges.

2. Public Address System

The Association will have the use of the public address system, before or after the students' day, for brief announcements concerning Association business pending approval of the building principal and the Association.

3. Announcements at Faculty Meetings

The Association will have the right to make announcements at the end of faculty meetings, with the approval of the building principal.

4. School-Owned Equipment

The Association, or any committee thereof, shall have the right to use the following school-owned equipment, without charge, when not in use for instructional purposes: copy machines, duplicating equipment, audio-visual equipment, printers, projectors, computers and network. Use of such equipment off school premises must be approved in advance by the principal or other

person in charge of the equipment. The Association shall reimburse the Board for supplies used, and shall assume the financial responsibility for loss or damage to said equipment while in use by the Association.

5. Communication with Members

The Association or its representatives may communicate with individual teachers during the individual teacher's preparation period or lunch. The conduct of such business shall be such as not to interfere with instruction.

If the representative is from outside the campus, then that representative shall check in with the principal's office upon entering the building.

6. Internal Mail System

The Association may use the internal mail system of the school and place Association communications in the mailboxes provided each teacher in the system.

ARTICLE 33. EFFECTS OF THE AGREEMENT

- A. This Contract represents the entire Agreement between the Board of Education and the Association. All rules, regulations, practices, and procedures which have been established to effectuate the Master Contract shall not be modified or discontinued without mutual consent of the parties.

This Agreement constitutes the full working relationship between the Southeast Local District Teachers Association and the Southeast Board of Education, superseding all other verbal, written, or implied Agreements.

The parties shall remain obligated to mid-term bargaining on any mandatory subjects of bargaining not already contained in this contract, and which were not addressed in bargaining. If, during the term of this Contract, there is a change in any applicable State or Federal Law, or rule or regulation adopted by the State Department of Education, which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected terms or conditions within thirty (30) days.

- B. This Agreement constitutes the full working relationship between the Southeast Local District Teachers Association and the Southeast Board of Education, superseding all other verbal, written, or implied Agreements.

The parties shall remain obligated to mid-term bargaining on any mandatory subjects of bargaining not already contained in this contract, and which were not addressed in bargaining.

- C. Within thirty (30) days after this Master Contract is signed, copies shall be printed and distributed to all certified/licensed personnel. Certificated/licensed personnel hired thereafter shall also receive a copy. Any subsequent revisions or amendments shall also be printed and distributed to all bargaining unit members. The expense of such printings shall be borne equally by the Board and the Association.

ARTICLE 34. SUPREMACY OF THE AGREEMENT

This Agreement shall prevail over conflicting provisions of State Law, except for those provisions so delineated in Ohio Revised Code 4117.

ARTICLE 35. DURATION

- A. This Master Agreement and the appendices, hereto, constitute the whole agreement between the Southeast Board of Education and the Southeast Local District Teachers Association; and shall become effective July 1, 2010, and shall remain in full force and effect through June 30, 2012. All parties concur that these are the working conditions, and all parties will abide by these conditions.
- B. This Master Agreement shall be effective at 12:01 a.m. on the 1st of July, 2010, and shall continue in full force and effect until Midnight June 30, 2012.
- C. IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

SIGNATURES TO AGREEMENT

FOR THE BOARD

[Signature]
BOARD PRESIDENT

8/30/10
DATE

[Signature]
SUPERINTENDENT

8/30/10
DATE

FOR THE ASSOCIATION

[Signature]
ASSOCIATION PRESIDENT

8/30/10
DATE

[Signature]
NEGOTIATIONS
CHAIRPERSON

8/30/10
DATE

[Signature]
UNISERV CONSULTANT

8/30/10
DATE

This Agreement and Appendices were accepted by the Southeast Board of Education at the meeting of August 30, 2010.

TREASURER [Signature] DATE 8/30/10

Grievance # ___-___/___

SOUTHEAST LOCAL SCHOOL DISTRICT
GRIEVANCE FORM
LEVEL ___

Name _____ Building _____

Alleged violations, misinterpretations, or misapplication s of
Contract _____, Policy _____,
_____, Rule or Regulation _____

STATEMENT OF GRIEVANCE (include the pertinent provisions of
Contract, Policy, Rule or Regulation, and be concise)

REMEDY REQUESTED

Signature of Aggrieved

Date

DISPOSITION RENDERED

Signature of Person Rendering Disposition

Date

(Attach additional pages, if needed for completion of any section.)

SOUTHEAST LOCAL SCHOOL DISTRICT
Professional Staff Tuition Reimbursement Request Form

Name: _____ Building: _____
Date of Request: _____

Name of Course(s):

Number of hours taken (Graduate):

_____ Semester _____ Quarter Cost:
\$ _____

Number of hours taken (Under Graduate):

_____ Semester _____ Quarter Cost:
\$ _____

University: _____

Signature of Staff Member

Attach information showing the COST OF THE CLASS,
PROOF OF PAYMENT AND PROOF OF COMPLETION.

Superintendent's Approval: _____

Office of the Treasurer:

Proof of Course Completion:
(Transcript/gradecard) _____
Dollar Amount Due: _____

Date Paid: _____

Southeast Local Schools
Guidance Counselor Evaluation Report

Counselor's Name _____ School _____ Grade / Age _____
Levels _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the counselor's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. **Planning and Organization**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
1a. Establishes priority outcomes for developmental (grade) level	1A			
1b. Involves teachers, counselors, administrators, when appropriate	1B			
1c. Follows systematic, comprehensive guidelines for guidance program	1C			
1d. Completes record-keeping tasks	1D			
1e. Uses a variety of methods to disseminate information	1E			

2. **Assistance to Students**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
2a. Interprets test results	2A			
2b. Plans their current and future academic / vocational programs	2B			
2c. Helps the student adjust to school, develop self-concept, and acquire interpersonal skills	2C			
2d. Provides occupational / career information	2D			
2e. Helps the student cope with personal/social concerns	2E			

3. **Assistance to Parent/Guardian**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
3a. Forms realistic perceptions of student abilities / aptitudes	3A			
3b. Acquires information about appropriate resources in or out of school	3B			
3c. Provides understanding of child / adolescent growth and development	3C			
3d. Initiates parent communication when appropriate	3D			
3e. Provides family assistance	3E			
3f. Uses strategies to encourage student learning	3F			

4. **Assistance to School Staff**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
4a. Serves as consultant / support to meet students' curricular or advisory needs	4A			
4b. Contributes to curriculum development	4B			
4c. Facilitates smooth transitions for students from grade to grade / building level	4C			
4d. Interprets data related to student assessment	4D			
4e. Actively works with IATs	4E			
4f. Serves as liaison with student services	4F			

5. **Professional Responsibilities** (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance
- A5. Follows adopted policies, regulations, and guidelines
- A6. Maintains accurate and appropriate record keeping

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				
A5				
A6				

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
- B2. Aligns goals/standards across classrooms/grade level
- B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
- B4. Demonstrates willingness to share in school related activities that promote positive public relations

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
B1				
B2				
B3				
B4				

ADDITIONAL COMMENTS:

Recommendation for Reemployment (Limited Contracts)
 ___ Reemploy ___ Reemploy with Reservation ___ Not Recommended for Reemployment

Guidance Counselor's Signature _____

Date _____

Observer's Signature _____

Date _____

Southeast Local Schools
Guidance Counselor Observation Form

Counselor's Name _____ School _____ Grade /
Age Levels _____

Evaluator's Name _____ School Year _____ Observation Date _____

Instructions: Please rate the counselor's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. Planning and Organization

COMMENTS

- 1a. Establishes priority outcomes for developmental (grade) level
- 1b. Involves teachers, counselors, administrators, when appropriate
- 1c. Follows systematic, comprehensive guidelines for guidance program
- 1d. Completes record-keeping tasks
- 1e. Uses a variety of methods to disseminate information

2. Assistance to Students

- 2a. Interprets test results
- 2b. Plans their current and future academic / vocational programs
- 2c. Helps the student adjust to school, develop self-concept, and acquire interpersonal skills
- 2d. Provides occupational / career information
- 2e. Helps the student cope with personal/social concerns

3. Assistance to Parent/Guardian

- 3a. Forms realistic perceptions of student abilities / aptitudes
- 3b. Acquires information about appropriate resources in or out of school
- 3c. Provides understanding of child / adolescent growth and development
- 3d. Initiates parent communication when appropriate
- 3e. Provides family assistance
- 3f. Uses strategies to encourage student learning

4. Assistance to School Staff

- 4a. Serves as consultant / support to meet students' curricular or advisory needs
- 4b. Contributes to curriculum development
- 4c. Facilitates smooth transitions for students from grade to grade / building level
- 4d. Interprets data related to student assessment
- 4e. Actively works with IATs
- 4f. Serves as liaison with student services

5. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of Communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance

- A5. Follows adopted policies, regulations, and guidelines
- A6. Maintains accurate and appropriate record keeping

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
- B2. Aligns goals/standards across classrooms/grade level
- B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
- B4. Demonstrates willingness to share in school related activities that promote positive public relations

ADDITIONAL COMMENTS:

Guidance Counselor's Signature _____

Date _____

Observer's _____

Date _____

Signature _____

Southeast Local Schools
Librarian/Media Specialist Evaluation Report

Librarian's Name _____ **School** _____ **Grade / Age** _____
Levels _____
Evaluator's Name _____ **School Year** _____ **Evaluation** _____
Conference Date _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. **Planning and Organization**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
1a. Establishes goals for the library				
1b. Implements / maintains processes for selecting, processing, and inventorying materials				
1c. Establishes appropriate schedules for teachers and students				
1d. Completes reports accurately and on schedule				
1e. Maintains suitable budget and accounting procedures				

2. **Library Skills**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
2a. Maintains print and non-print material in good condition that is supportive of curriculum				
2b. Provides an organized and welcoming environment				
2c. Provides fair and effective supervision of assistants and volunteers				
2d. Maintains written circulation policies and procedures				
2e. Incorporates computer assisted instruction				

3. **Instructional Leadership**

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
3a. Demonstrates knowledge of the curriculum				
3b. Assists classroom teachers in obtaining supportive materials				
3c. Develops / maintains / improves instructional program of the library				
3d. Carries out procedures for orientation and supervision of the library				

4. **School and Community**

	Meets or Exceeds Standards	Meets Standards w/ Suggestion	Does Not Meet Standards	N/A
4a. Promotes positive relationships between the school and parents / community				
4b. Conducts orientation program for all students				
4c. Coordinates and maintains a volunteer program in the library, as appropriate				
4d. Maintains good relationships with faculty, parents, and students				

5. **Professional Responsibilities**. (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1. Relates to colleagues, parents, students, and others in an ethical and professional manner				
A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students				
A3. Resolves student and parent concerns and problems in a constructive manner				
A4. Maintains a professional demeanor and appearance				
A5. Follows adopted policies, regulations, and guidelines				
A6. Maintains accurate and appropriate record keeping				

B. Cooperates and Collaborates With Other Professionals For Student Benefit

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities				
B2. Aligns goals/standards across classrooms/grade level				
B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems				
B4. Demonstrates willingness to share in school related activities that promote positive public relations				

ADDITIONAL COMMENTS:

Recommendation for Reemployment (Limited Contracts)
 ___ Reemploy ___ Reemploy with Reservation ___ Not Recommended for Reemployment

Librarian/Media Specialist's Signature _____ Date _____

Observer's Signature _____ Date _____

Southeast Local Schools
Librarian/Media Specialist Observation

Librarian's Name _____ School _____ Grade / Age
Levels _____

Evaluator's Name _____ School Year _____
Evaluation Conference Date _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. Planning and Organization

COMMENTS

- 1a. Establishes goals for the library
- 1b. Implements / maintains processes for selecting, processing, and inventorying materials
- 1c. Establishes appropriate schedules for teachers and students
- 1d. Completes reports accurately and on schedule
- 1e. Maintains suitable budget and accounting procedures

2. Library Skills

- 2a. Maintains print and non-print material in good condition that is supportive of curriculum
- 2b. Provides an organized and welcoming environment
- 2c. Provides fair and effective supervision of assistants and volunteers
- 2d. Maintains written circulation policies and procedures
- 2e. Incorporates computer assisted instruction

3. Instructional Leadership

- 3a. Demonstrates knowledge of the curriculum
- 3b. Assists classroom teachers in obtaining supportive materials
- 3c. Develops / maintains / improves instructional program of the library
- 3d. Carries out procedures for orientation and supervision of the library

4. School and Community

- 4a. Promotes positive relationships between the school and parents / community
- 4b. Conducts orientation program for all students
- 4c. Coordinates and maintains a volunteer program in the library, as appropriate
- 4d. Maintains good relationships with faculty, parents, and students

5. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance
- A5. Follows adopted policies, regulations, and guidelines

A6. Maintains accurate and appropriate record keeping

B. Cooperates and Collaborates With Other Professionals For Student Benefit

B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities

B2. Aligns goals/standards across classrooms/grade level

B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems

B4. Demonstrates willingness to share in school related activities that promote positive public relations

ADDITIONAL COMMENTS:

Librarian/Media Specialist's Signature _____ Date _____

Observer's Signature _____ Date _____

Southeast Local Schools

Speech / Language Pathologist Evaluation Report

Therapist's Name _____ School _____ Grade _____
 / Age Level _____

Evaluator's Name _____ School Year _____ Evaluation _____
 Conference Date _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

1. Planning and Preparation

- 1a. Demonstrates knowledge of content and pedagogy
- 1b. Demonstrates knowledge of students
- 1c. Selects instructional goals based upon diagnostic information and test data
- 1d. Designs coherent instruction
- 1e. Assesses student learning

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
1A				
1B				
1C				
1D				
1E				

2. The Classroom Environment

- 2a. Creates an environment of respect and rapport
- 2b. Establishes a culture of learning
- 2c. Manages classroom procedures
- 2d. Manages student behavior
- 2e. Organizes physical space

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
2A				
2B				
2C				
2D				
2E				

3. Instruction

- 3a. Communicates clearly and accurately
- 3b. Uses questioning and discussion techniques
- 3c. Engages students in learning
- 3d. Provides feedback to students
- 3e. Demonstrates flexibility and responsiveness
- 3f. Uses appropriate multi-sensory cues and prompts

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
3A				
3B				
3C				
3D				
3E				
3F				

4. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance
- A5. Follows adopted policies, regulations, and guidelines
- A6. Maintains accurate and appropriate record keeping

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				
A5				
A6				

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
- B2. Aligns goals/standards across classrooms/grade level
- B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
- B4. Demonstrates willingness to share in school related activities that promote positive public relations

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
B1				
B2				
B3				
B4				

ADDITIONAL COMMENTS:

Recommendation for Reemployment (Limited Contracts)
 Reemploy Reemploy with Reservation Not Recommended for Reemployment

Speech / Language Pathologist's Signature _____ Date _____

Observer's Signature _____ Date _____

Southeast Local Schools
Speech / Language Pathologist Observation Form

Therapist's Name _____ School _____ Grade _____
/ Age Level _____

Evaluator's Name _____ School Year _____ Evaluation _____
Conference Date _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE

1. Planning and Preparation

COMMENTS

- 1a. Demonstrates knowledge of content and pedagogy
- 1b. Demonstrates knowledge of students
- 1c. Selects instructional goals based upon diagnostic information and test data
- 1d. Designs coherent instruction
- 1e. Assesses student learning

2. The Classroom Environment

- 2a. Creates an environment of respect and rapport
- 2b. Establishes a culture of learning
- 2c. Manages classroom procedures
- 2d. Manages student behavior
- 2e. Organizes physical space

3. Instruction

- 3a. Communicates clearly and accurately
- 3b. Uses questioning and discussion techniques
- 3c. Engages students in learning
- 3d. Provides feedback to students
- 3e. Demonstrates flexibility and responsiveness
- 3f. Uses appropriate multi-sensory cues and prompts

4. Professional Responsibilities (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance
- A5. Follows adopted policies, regulations, and guidelines
- A6. Maintains accurate and appropriate record keeping

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities

B2. Aligns goals/standards across classrooms/grade level

B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems

B4. Demonstrates willingness to share in school related activities that promote positive public relations

ADDITIONAL COMMENTS:

Speech / Language Pathologist's Signature _____ Date _____

Observer's Signature _____ Date _____

SOUTHEAST LOCAL SCHOOLS
TEACHER PERFORMANCE EVALUATION FORM

TEACHER: _____ OBSERVER: _____ DATE: _____

GRADE LEVEL OR AREA OF SPECIALIZATION _____

This form will be used in conjunction with the observation form. (Please note: Every element listed may not be observed during one lesson. Observer and teacher should discuss the basis of decisions for elements included.) Specific elements for improving instruction may be addressed in the planning conference(s). FAILURE TO MEET A STANDARD REQUIRES A PLAN OF ASSISTANCE.

INDICATOR

COMMENTS

I. DELIVERING INSTRUCTION

A. Setting the Stage For Learning

- A1. Communicated clear expectations for learning and behavior to students.
- A2. Provided prompt and meaningful feedback to students about performance.
- A3. Modeled enthusiasm for and engagement in learning.
- A4. Linked objectives for instruction to prior student learning.
- A5. Matched content/skills taught to curriculum standards

	Meets or Exceeds Standards	Meets Standards w/ Subobjectives	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				
A5				

B. Acquisition of Learning

- B1. Used a variety of teaching strategies, including cooperative, peer and project based learning, audiovisual presentations, lecture discussions, and inquiry, practice and application, and the teaching of others.
- B2. Provided for the instructional needs of all students, including remedial and enrichment/extension activities as necessary.
- B3. Provided teacher-directed structured practice with student involvement evident.
 - B4. Utilized "wait time".
 - B5. Utilized questioning strategies effectively.
 - B6. Solicited comments, questions, examples, and *other contributions from students throughout lessons*
 - B7. Paced instruction appropriately.

	Meets or Exceeds Standards	Meets Standards w/ Subobjectives	Does Not Meet Standards	N/A
B1				
B2				
B3				
B4				
B5				
	Meets or Exceeds Standards	Meets Standards w/ Subobjectives	Does Not Meet Standards	N/A
B6				
B7				

C. Consolidation of Learning

- C1. Provided opportunities for guided and independent practice
- C2. Provided model or other references.
- C3. Moved throughout the classroom.
- C4. Provided positive corrective feedback.
- C5. Provided input enabling students to move beyond the basics of learning.
- C6. Provided assignment relevant to the learning that has been practiced with guidance.

	Meets or Exceeds Standards	Meets Standards w/ Subobjectives	Does Not Meet Standards	N/A
C1				
C2				
C3				
C4				
C5				
C6				

D. Evaluation For Mastery of Learning

- D1. Utilized multiple assessment practices congruent with instructional goals.
- D2. Student products as a source for assessment
- D3. Group or individual questioning and answering
- D4. Class debate or discussion
- D5. Quiz / Test
- D6. Students working at board
- D7. Written assignment
- D8. Class project / lab
- D9. Re-taught material and/or accelerated instruction based on assessment
- D10. Checked for individual understanding

	Meets or Exceeds Standards	Meets Standards w/ Subobjectives	Does Not Meet Standards	N/A
D1				
D2				
D3				
D4				
D5				
D6				
D7				
D8				
D9				

E. Provided Lesson Closure

- E1. Related lesson closure to objective
- E2. Set the stage for the next lesson
- E3. Checked student understanding

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
E1				
E2				
E3				

II. CLASSROOM ENVIRONMENT

A. Managing the Classroom

- A1. Appropriate interactions among students
- A2. Development of student self-discipline and conflict resolution skills
- A3. Greeted students and monitored behavior
- A4. Created a physical setting that minimizes disruption and promotes learning and safety
- A5. Exhibited control and calmness when disciplining students
- A6. Utilized positive reinforcement

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				
A3				
A4				
A5				
A6				

B. Used Class Time For Learning

- B1. Began instruction promptly
- B2. Had all material readily available to allow for the smooth flow of instruction
- B3. Accomplished administrative routines quickly and efficiently
- B4. Structured transitions in an efficient and constructive manner.

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
B1				
B2				
B3				
B4				

III. PLANNING FOR INSTRUCTION

A. Using Knowledge of Content

- A1. Demonstrated knowledge of subject matter, which is relevant and current
- A2. Selected appropriate materials to achieve specific objective(s)

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
A1				
A2				

B. Demonstrated Adequate Advanced Lesson Preparation

- B1. Selected developmentally appropriate student objectives for lessons consistent with Ohio Content Standards.
- B2. Designed appropriate learning activities that are clearly connected to instructional objectives
- B3. Use of technology where appropriate

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
B1				
B2				
B3				

C. Planned Instruction Appropriate to the Development Level and Needs of All Students

- C1. Provided a variety of activities for individuals and/or groups
- C2. Provided alternatives for students with exceptional needs
- C3. Accommodated a variety of learning styles
- C4. Selected the appropriate level of difficulty and complexity in daily lesson objectives and questioning techniques

	Meets or Exceeds Standards	Meets Standards w/ Suggestions	Does Not Meet Standards	N/A
C1				
C2				
C3				
C4				
C5				

C5. Promotes the development of critical thinking, problem solving, and higher level skills

IV. CLASSROOM ENVIRONMENT

A. Modeled caring, fairness, humor, courtesy, respect, and active listening

	Exceeds Standard	Meets Standard - Exceeds	Meets Standard	Does Not Meet Standard	Not
A					
B					
C					
D					
E					

B. Conveyed high expectations and the belief that all students can learn

C. Communicated personal enthusiasm for learning

D. Encouraged students to take pride in good work

E. Used incentives and rewards to promote and recognize success

	Exceeds Standard	Meets Standard - Exceeds	Meets Standard	Does Not Meet Standard	Not
F					
G					

F. Respected students' opinions and feelings

G. Maintained a well-organized, attractive environment relative to Curriculum

V. PROFESSIONAL RESPONSIBILITIES (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance
- A5. Follows adopted policies, regulations, and guidelines
- A6. Maintains accurate and appropriate record keeping

	Exceeds Standard	Meets Standard - Exceeds	Meets Standard	Does Not Meet Standard	Not
A1					
A2					
A3					
A4					
A5					
A6					

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
- B2. Aligns goals/standards across classrooms/grade level
- B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
- B4. Demonstrates willingness to share in school related activities that promote positive public relations

	Exceeds Standard	Meets Standard - Exceeds	Meets Standard	Does Not Meet Standard	Not
B1					
B2					
B3					
B4					

ADDITIONAL COMMENTS:

Recommendation for Reemployment (Limited Contracts)

Reemploy

Reemploy with Reservation

Not Recommended for Reemployment

Teacher's Signature _____

Date _____

Evaluator's

Signature _____

Date _____

SOUTHEAST LOCAL SCHOOLS
TEACHER OBSERVATION FORM

TEACHER: _____ OBSERVER: _____ DATE: _____

LESSON OBSERVED: _____ TIME OF OBSERVATION: IN _____ OUT _____

This form will be used for formal observations. (Please note: Every element listed may not be observed during one lesson. Observer and teacher should discuss the basis of decisions for elements included.) Specific elements for improving instruction may be addressed in the planning conference(s).

INDICATOR	COMMENTS
<p>VI. <u>DELIVERING INSTRUCTION</u></p> <p>A. <u>Setting the Stage For Learning</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> A1. Communicated clear expectations for learning and behavior to students. <input type="checkbox"/> A2. Provided prompt and meaningful feedback to students about performance. <input type="checkbox"/> A3. Modeled enthusiasm for and engagement in learning. <input type="checkbox"/> A4. Linked objectives for instruction to prior student learning. <input type="checkbox"/> A5. Matched content/skills taught to curriculum standards 	<div style="border: 1px solid black; height: 120px; width: 100%;"></div>
<p>B. <u>Acquisition of Learning</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> B1. Used a variety of teaching strategies, including cooperative, peer and project based learning, audiovisual presentations, lecture discussions, and inquiry, practice and application, and the teaching of others. <input type="checkbox"/> B2. Provided for the instructional needs of all students, including remedial and enrichment/extension activities as necessary. <input type="checkbox"/> B3. Provided teacher-directed structured practice with student involvement evident. <input type="checkbox"/> B4. Utilized "wait time". <input type="checkbox"/> B5. Utilized questioning strategies effectively. <input type="checkbox"/> B6. Solicited comments, questions, examples, and other contributions from students throughout lessons. <input type="checkbox"/> B7. Paced instruction appropriately. 	<div style="border: 1px solid black; height: 120px; width: 100%;"></div>
<p>C. <u>Consolidation of Learning</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> C1. Provided opportunities for guided and independent practice. <input type="checkbox"/> C2. Provided model or other references. <input type="checkbox"/> C3. Moved throughout the classroom. <input type="checkbox"/> C4. Provided positive corrective feedback. <input type="checkbox"/> C5. Provided input enabling students to move beyond the basics of learning <input type="checkbox"/> C6. Provided assignment relevant to the learning that has been practiced with guidance. 	<div style="border: 1px solid black; height: 120px; width: 100%;"></div>
<p>D. <u>Evaluation For Mastery of Learning</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> D1. Utilized multiple assessment practices congruent with instructional goals. <input type="checkbox"/> D2. Student products as a source for assessment <input type="checkbox"/> D3. Group or individual questioning and answering <input type="checkbox"/> D4. Class debate or discussion <input type="checkbox"/> D5. Quiz / Test <input type="checkbox"/> D6. Students working at board <input type="checkbox"/> D7. Written assignment <input type="checkbox"/> D8. Class project / lab 	<div style="border: 1px solid black; height: 120px; width: 100%;"></div>

- D9. Re-taught material and/or accelerated instruction based on assessment
- D10. Checked for individual understanding

E. Provided Lesson Closure

- E1. Related lesson closure to objective
- E2. Set the stage for the next lesson
- E3. Checked student understanding

VII. CLASSROOM ENVIRONMENT

A. Managing the Classroom

- A1. Appropriate interactions among students
- A2. Development of student self-discipline and conflict resolution skills
- A3. Greeted students and monitored behavior
- A4. Created a physical setting that minimizes disruption and promotes learning and safety
- A5. Exhibited control and calmness when disciplining students
- A6. Utilized positive reinforcement

B. Used Class Time For Learning

- B1. Began instruction promptly
- B2. Had all material readily available to allow for the smooth flow of instruction
- B3. Accomplished administrative routines quickly and efficiently.
- B4. Structured transitions in an efficient and constructive manner.

VIII. PLANNING FOR INSTRUCTION

A. Using Knowledge of Content

- A1. Demonstrated knowledge of subject matter, which is relevant and current
- A2. Selected appropriate materials to achieve specific objective(s)

B. Demonstrated Adequate Advanced Lesson Preparation

- B1. Selected developmentally appropriate student objectives for lessons consistent with Ohio Content Standards.
- B2. Designed appropriate learning activities that are clearly connected to instructional objectives
- B3. Use of technology where appropriate

C. Planned Instruction Appropriate to the Development Level and Needs of All Students

- C1. Provided a variety of activities for individuals and/or groups
- C2. Provided alternatives for students with exceptional needs
- C3. Accommodated a variety of learning styles
- C4. Selected the appropriate level of difficulty and complexity in daily lesson objectives and questioning techniques
- C5. Promotes the development of critical thinking, problem solving, and higher level skills.

IX CLASSROOM ENVIRONMENT

- A. Modeled caring, fairness, humor, courtesy, respect, and active listening
- B. Conveyed high expectations and the belief that all students can learn
- C. Communicated personal enthusiasm for learning
- D. Encouraged students to take pride in good work
- E. Used incentives and rewards to promote and recognize success
- F. Respected students' opinions and feelings
- G. Maintained a well-organized, attractive environment relative to Curriculum

IX. PROFESSIONAL RESPONSIBILITIES (Can be demonstrated / observed at times outside of the formal observation)

A. Professionalism

- A1. Relates to colleagues, parents, students, and others in an ethical and professional manner
- A2. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of students
- A3. Resolves student and parent concerns and problems in a constructive manner
- A4. Maintains a professional demeanor and appearance
- A5. Follows adopted policies, regulations, and guidelines
- A6. Maintains accurate and appropriate record keeping

B. Cooperates and Collaborates With Other Professionals For Student Benefit

- B1. Cooperates with staff and administration to accomplish the school mission, goals, programs, and activities
- B2. Aligns goals/standards across classrooms/grade level
- B3. Collaborates with colleagues to share teaching insights, enhance students' learning or address specific problems
- B4. Demonstrates willingness to share in school related activities that promote positive public relations

ADDITIONAL COMMENTS:

Teacher's Signature _____ Date _____

Observer's Signature _____ Date _____

SOUTHEAST LOCAL SCHOOLS
ANALYSIS
FOR
PROFESSIONAL IMPROVEMENT

TEACHER'S NAME _____

GRADE LEVEL OR AREA OF SPECIALIZATION _____

1ST OBSERVATION DATE _____

2ND OBSERVATION DATE _____

1ST EVALUATION CONFERENCE DATE _____

1ST OBSERVATION DATE _____

2ND OBSERVATION DATE _____

2ND EVALUATION CONFERENCE DATE _____

YEARS OF EXPERIENCE _____

DEGREE _____

CONTRACT: LIMITED CONTINUING

In order to accomplish the aims of the Southeast Local School Board, all personnel will be subject to periodic evaluations by their supervisors.

Southeast Local Schools
Plan of Assistance for Improvement

Name _____ Limited _____

School _____ Continuing _____

Assignment _____

Plan initiated _____ Plan Completed _____

You are being placed on the plan of Assistance for Improvement because of unsatisfactory performance as specified in the deficiencies outlined below. This plan is designed to help you correct these deficiencies. Upon successful completion of the plan, you will be returned to the regular evaluation cycle. If the program is not successfully completed, your future employment in the District may be jeopardized.

- I. DESCRIPTION OF DEFICIENCY (specific standards/job description elements)

- II. SUPERVISOR'S EXPECTATIONS (how things should look after the deficiency is corrected)

- III. RECOMMENDED PLAN TO CORRECT DEFICIENCY

- IV. CRITERIA TO BE USED FOR MEASURING CORRECTION

- V. ASSISTANCE AND RESOURCES TO BE PROVIDED (if appropriate)

- VI. MONITORING PROCEDURES (to be decided cooperatively by the evaluator and the licensed / certified employee)

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond to all issues raised in this plan.

Teacher's Signature

Date

Supervisor's Signature

Date

SOUTHEAST LOCAL SCHOOLS
All Purpose Leave Form

Certified Personnel Use This Side

Administrative, Non-Union & Classified Use This Side

Name _____
Building: _____
Date(s) of Leave: _____
Number of working days to be absent: _____

Name _____
Building: _____
Date(s) of Leave: _____
Number of working days to be absent: _____

Leaves (check only one)

Leaves (check only one)

_____ Association Leave
Signature of Assoc. President

_____ Association Leave
Signature of Assoc. President

_____ Assault Leave

_____ Assault Leave

_____ Compulsory Leave (attach substantiation)

_____ Compulsory Leave (attach substantiation)

_____ Field Trip

_____ Field Trip

_____ Parental Leave (attach statement)

_____ Parental Leave (attach statement)

_____ Professional Workshop/Conference Leave
(attach reason and place)

_____ Professional Workshop/Conference Leave
(attach reason and place)

_____ Sabbatical Leave (attach synopsis of program or
Purpose for improvement)

_____ Sabbatical Leave (attach synopsis of program
or Purpose for improvement)

_____ Political

_____ Political

_____ Other

_____ Other (vacation, etc)

_____ Sick (check one below)

_____ Sick (check one below)

_____ personal illness or injury
_____ exposure to contagious disease
_____ pregnancy
_____ illness, injury, death in immediate family

_____ personal illness or injury
_____ exposure to contagious disease
_____ pregnancy
_____ illness, injury, death in immediate family

Name _____
Relation _____

Name _____
Relation _____

Personal (check one below)

Personal (check one below)

_____ Unrestricted

_____ Unrestricted

_____ Restricted:
an emergency and/or personal
obligation
family obligations not covered by sick
leave
observance of a religious holiday other
than those on the official school
calendar

_____ Restricted:
an emergency and/or personal
obligation
family obligations not covered by sick
leave
observance of a religious holiday other
than those on the official school
calendar

Employee Signature

Principal/Supervisor Signature

Superintendent Signature

Date

Date

Date

Superintendent
Building Principal
Person Requesting Leave
Attendance Date of Board Action: _____

Approved Not Approved

Summary Schedule of Benefits

MEDICAL BENEFIT PLAN

Benefit Levels and Descriptions	Consolidated Benefit Plan Design		Ambulance: In-Network Non-Network	Deductible Applies 80% 60% R&C
Lifetime Maximum	\$2,000,000 Per Person		ER Accident Benefit: In-Network Non-Network	No Deductible 100%-\$300 Then Deductible 80% 100%-\$300 Then Deductible 60% <i>Deductible Waived with Hospital Admission</i>
Out of Area Travel Benefit	Covered the same as In-Network Benefits		ER Illness & Urgent Care: In-Network Non-Network	Deductible Applies 80% 60% R&C
Calendar Year Deductible Individual – In-Net Individual – Non-Net Family – In-Net Family – Non-Net	\$250 \$500 \$500 \$1,000		Physician Office Visits: In-Network – PCP (Includes OB/GYN) In-Network – SPC Non-Network – PCP Non-Network – SPC	No Deductible 100% for 3 Visits/Yr Then 80% w/\$10 Copay 100% for 3 Visits/Yr Then 80% w/\$20 Copay Deductible then 60% Deductible then 60%
Coinsurance Percentage: In-Network Out-of-Network	After Deductible 80% 60% R&C		IP/OP Therapy Svcs: In-Network Non-Network	Deductible Applies 80% 60% R&C
Out-of-Pocket Maximum: Individual – In-Net Individual – Non-Net Family – In-Net Family – Non-Net	Includes Deductibles \$1,000 \$2,000 \$1,500 \$3,000		Chiropractic Care: in-Network Non-Network	No Deductible 12 visits/Yr 100% after a \$10 Copay Not Covered
Hosp R&B Semi - Private: In-Network Non-Network	Deductible Applies 80% 60% R&C		Massotherapy: In-Network Non-Network	No Deductible 100%-\$500 100%-\$500
ICU/CCU Special Care In-Network Non-Network	Deductible Applies 80% 60% R&C		Laser Eye Surgery: In-Network Non-Network	No Deductible 100%-\$1000 Life 100%-\$1000 Life
IP Hosp Misc., Ancillary* In-Network Non-Network	Deductible Applies 80% 60% R&C		Skilled Nursing: In-Network Non-Network	Deductible Applies 80% 60% R&C
Inpatient Phys Charges In-Network Non-Network	Deductible Applies 80% 60% R&C		Private Duty Nursing: In-Network Non-Network	Deductible Applies 80% 60% R&C
Preadmission Testing In-Network Non-Network	No Deductible 100% 60% R&C		Organ Transplants: In-Network Non-Network	Deductible Applies 80% 60% R&C
In-Hospital Doctor Visits: In-Network Non-Network	Deductible Applies 80% 60% R&C		Rehab (Substance Abuse): In-Network Facility Non-Network Facility OP/In or Non-Network	Deductible Applies 50% -30-Days 50% -30-Days 50% to \$5000/Yr
Diagnostic X-Ray/Lab: In-Network Non-Network	Deductible Applies 80% 60% R&C		Mental Nervous: IP – in-Network IP – Non-Network OP – In-Network OP – Non-Network	Deductible Applies 80% - \$50,000 60% R&C - \$50,000 80% - \$5,000 60% R&C-\$5,000
Consultation Expenses: In-Network Non-Network	Deductible Applies 80% 60% R&C		Newborn Services:** In-Network Well Baby (includes immunizations)	No Deductible 100% of \$750 first 24 months of life to Age 2
IP/OP Surgical Services: In-Network Non-Network	Deductible Applies 80% 60% R&C			
2 nd Surgical Opinion: In-Network Non-Network	No Deductible 100% 60% R&C			
Durable Medical Equip: In-Network Non-Network	Deductible Applies 80% 60% R&C			
Anesthesia Services: In-Network Non-Network	Deductible Applies 80% 60% R&C			
Maternity Benefits: In-Network Non-Network	Deductible Applies 80% 60% R&C			

Child Immunizations	\$150/Yr for Ages 2-9
Non-Network Well Baby Non-Net Immunizations	Deductible 60% Age 1 Not Covered
In-Network/Nursery Non-Network/Nursery	Deductible 80% Deductible 60% R&C
Wellness Benefit:** In-Network - Adult Preventive Care (includes screenings) - Child Preventive Care (includes immunizations and screenings)	No Deductible 100% up to a max of \$750/Yr/Adults 100% - \$150 per Year for Children age 9-18. This is in addition to Well Baby and Immunizations for Children Age 1-9 Not Covered
Non-Network	
Home Health Benefits: In-Network Non-Network	Deductible Applies 80%-100 Visits/Yr 60% R&C 100/Visits/Yr
Hospice Benefits: In-Network Non-Network	Deductible Applies 80% 60% R&C
Diabetes Advantage: In-Network Non-Network	No Deductible 100% Not Covered
Diabetic Supplies Outside of Advantage Plan	Deductible Applies 80% In-Network Not Covered
TMJ In-Network Non-Network	No Deductible 80% to \$1500 Life 60% to \$1500 Life

Pre-Existing Conditions for New Participants

1. A condition is deemed to be pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date.
2. The pre-existing limitation of the contract is satisfied if the participant has gone without treatment or expense incurred for three (3) consecutive months or twelve (12) months have expired while covered under the Plan.

Preventive Care Recommendations for Children Aged 0 – 18 Years

Screening

Office Visits	At 2 weeks, 2, 4, 6, 9, 12, 15, 18, and 24 months, then annually
Newborn Screening: PKU, Sickle Cell, Hemoglobinopathies, and Hypothyroidism	Prior to hospital discharge, no later than 6 days
Hearing	At birth, then again at ages 4, 12, 15, and 18 years
Height, Weight, and Head Circumference	Height, weight, and head circumference should be measured at birth, at 2 to 4 weeks, and at 1, 2, 4, 6, 9, 12, 15, 18, and 24 months of age. Height and weight should also be measured at 3, 4, 5, 6, and 8 years of age, and annually beginning at 10 years of age.
Lead Level	At least once a year between 9 months and 36 months of age
Eye Screening	By age 3 if no previous vision problem has been detected
Blood Pressure	At age 3, then periodically through age 18
Dental Health	At age 3, or when all of the baby teeth have come in; then periodically through age 18
Tobacco Use	Between ages 11 and 18

Immunizations

Hepatitis B (HBV)	3 doses: between birth to 2 months, 1 to 4 months, and 6 to 18 months
Polio (IPV/OPV)	4 doses: administer at 2, 4, 12 – 18 months, and 4 – 6 years
Haemophilus Influenzae type B (Hib)	4 doses: administer at 2, 4, 6, and 12 – 15 months
Diphtheria, Tetanus, & Pertussis (DTaP, Td)	5 doses: administer at 2, 4, 6, 15 – 18 months, and 4 – 6 years; Td once between ages 11 and 16
Measles, Mumps, Rubella (MMR)	2 doses: administer at 12 – 15 months and at 4 - 6 or 11 – 12 years
Varicella (VZV) (Chickenpox)	Administer once between 12 and 18 months

Counseling

Unintentional injuries and poisonings, violent behaviors and firearms, STDs and HIV, drug and alcohol use	As appropriate for child's age
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Preventive Care Guidelines for Adults Aged 18 – 75*

Screening

Office Visits	Annually
Blood Pressure	Periodically
Height and Weight	Periodically
Alcohol Use	Periodically
Prostate Cancer Screening – as needed or as prescribed	Men: periodically after age 50
Testicular Cancer Exam	Men: Monthly self exam; also included as part of yearly complete exam
Cholesterol	Men: every 5 years after age 35 Women: every 5 years after age 45
Mammography – as needed or as prescribed	Women: every 1 to 2 years after age 50
Pap Test – as needed or as prescribed	Women: Every 1 to 3 years starting at age 21
Sigmoidoscopy	Every 5 to 10 years after age 50
Fecal Occult Blood	Yearly after age 50
Oral Health	1-2 times a year
Eye Health	Every 2 years over age 65
Skin Health	Mole self exam monthly starting at age 20
Colorectal Cancer Screening	Adults over age 50 should be screened
Chlamydia Screening	Women: routine screenings for sexually active women over age 25
Ear Health	Adults over age 65 should be screened periodically
Osteoporosis Screening	Women: periodically after age 65; at-risk women after age 60
Diabetes	Screen adults with hypertension or high blood pressure periodically

Immunizations

Tetanus-Diphtheria(Td)	Every 10 years
Varicella (VZV) (Chickenpox)	Only for those susceptible, 2 doses
Measles, Mumps, Rubella (MMR)	Women of childbearing age, one dose between age 18 and 50
Pneumococcal	One dose over 65
Influenza	Annually for adults 50 years of age or older, women who will be pregnant during flu season, and residents of long-term care facilities.

ounseling

Calcium Intake	Women: periodically
Folic Acid	Women of childbearing age: periodically between age 18 and 50
Hormone Replacement Therapy	Peri- and post-menopausal women
Drug and alcohol use, STDs and HIV, depression, unintentional injuries, fall prevention and polypharmacy (elderly)	Periodically, as appropriate

Home Health and Hospice Care

HOME HEALTH CARE SERVICES: Provides home and office visits for the treatment of an injury, illness or condition for which you were hospitalized. Visits must begin within 30 days from the date you were discharged. Home health care must be prescribed by a physician and reviewed and approved by the physician every two weeks. Benefits are not provided for any visit made more than 365 days after the date of the first visit. We will pay and R&C amounts for the following covered services, subject to the deductible and co-insurance, to a calendar year maximum of 100 visits:

- professional services of a R.N. or L.P. N.
- treatment by physical means, occupational therapy or speech therapy
- medical and surgical supplies
- prescribed drugs
- oxygen and its administration
- medical social service consultations
- health aid services when you are also receiving covered nursing or therapy services

We do not pay Home Health Care Services for:

- dietician services
- homemaker services
- maintenance therapy
- dialysis treatment
- purchase or rental of dialysis equipment
- food or home delivered meals
- training

HOSPICE BENEFITS: Benefits will be payable if an eligible individual has covered charge for services and supplies furnished directly by a hospice. Hospice benefits will be payable to a maximum of 6 months of treatment.

Covered Charges include:

1. Room and board for confinement in a hospice

2. Services and supplies furnished by the hospice while the patient is confined therein
3. Part-time nursing care by or under the supervision of a registered nurse
4. Home health aide services
5. Nutrition services
6. Special meals
7. Counseling services by a licensed social worker or a licensed pastoral counselor
8. Bereavement counseling by a licensed social worker or licensed pastoral counselor for patient's immediate family as follows
 - a. the benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
 - b. such services will only be covered during the six month period following the patient's death.

Limitations: Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill; and
2. The eligible individual is expected to die within 6 months or less
3. Any covered charge paid under hospice benefits will not be considered a covered charge under any other benefit in this program.

"Patient's immediate family" is the patient's spouse and children eligible under this program.

Glossary of Terms

Co-Insurance--Co-Insurance is the level where the plan and the employee will be sharing in a portion of the charges. For example, if a medical charge has an 80/20 co-insurance on the first \$2,500 of eligible charges, then the plan is responsible for paying \$2,000 and the employee would be responsible for paying \$500 of these eligible charges.

Co-Pay—an amount an employee pays for a certain benefit when the service is rendered. It does not apply to the deductible or the out-of-pocket maximum.

Deductible—Deductibles run by calendar year. For this plan, the deductible applies in columns which note that "deductible applies".

Maximum Out-of-Pocket--Out-of-pocket expenses run by

calendar year. The maximum out-of-pocket amount includes money paid in deductibles and co-insurance.

LIFE INSURANCE

As of May 1, 1986, each full-time employee [must work at least twenty-five (25) hours per week] will receive a \$50,000 Term Life Insurance coverage per year. This is a non-contributing Life Insurance Plan and has Accidental Death & Dismemberment and Accidental Loss of Sight benefits.

The insurance policy expires when the employee reaches seventy (70) years of age, retires, or severs relationship with the Southeast Local Board of Education.

PRESCRIPTION DRUG INSURANCE

Prescription drugs will be paid by the Pharmacy Benefits Manager with the following co-pays.

Classification	Retail – 30 Days	Mail Order – 90 Days
Generic	\$3.00	\$0.00
Formulary Brand	\$10.00	\$0.00
Non Formulary Brand	\$20.00	\$0.00
Other Brand – No Formulary Available	\$10.00	\$0.00

Exclusions

Contraceptives, oral or other, whether medication or device, regardless of intended use.

Non-Legend drugs other than insulin.

Charges for the administration or injection of any drug.

Therapeutic devices or appliances, including support garments and other non-medicinal substances, regardless of intended use; insulin syringes/needles when prescribed alone, and syringes/needles for other than diabetic use.

Prescriptions which an eligible person is entitled to receive without charge from any Worker's Compensation Laws, or any Municipal, State, or Federal Program.

Drugs labeled "Caution—limited by Federal law to investigational use", or experimental drugs, even though a charge is made to the individual.

Immunization agents, biological sera, blood or blood plasma.

Medication which is to be taken by or administered to an individual, in whole or in part, while he/she is a patient in a licensed hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.

Any prescription refilled in excess of the number specified by the physician, or any refill dispensed after one (1) year from the physician's original order.

Dispensing Limitations

As prescribed and ordered by a physician, but not to exceed a thirty (30) day supply for retail prescriptions or a ninety (90) day supply for mail order prescriptions.

DENTAL INSURANCE

Calendar Year Maximum (per individual, Class I, II, III)
\$2,000

Orthodontic Lifetime Maximum (per individual dependents to age 19) \$1,500

Calendar Year Deductible (Class II, III, IV):
Per individual
\$25.00
Per family
\$50.00

Percentages Payable:

Class I – Preventive Services
100% no deductible

Class II – Basic Services
80% after deductible

Class III – Major Services
80% after deductible

Class IV – Orthodontic Services (dependent children to age 19) 60% after deductible to a lifetime max of \$1,500 per child

Sealants for children under age 14 for pre-molars will be covered at 100%.

VISION INSURANCE

Payment will be made for the charge for any service or supply listed in the Schedule of Visual Services and Supplies set forth on this page, rendered you or your dependents while insured, upon the recommendation and approval of a Physician or Optometrist, up to the amount shown for the service or supply in the Schedule. If the scheduled amount for such service or supply is greater than the charges therefore, such excess amount will be added to the scheduled amount for any other service or supply for which charges are incurred within sixty (60) days of the date on which the first charge was incurred.

Materials	Benefit Payment
Vision Exam	Once per year, 100% to \$60 Maximum
Spectacle Lenses: - Standard Single Vision - Standard Bifocal - Standard Trifocal - Standard Lenticular	Two pair every 12-months* 100% up to \$60.00 100% up to \$75.00 100% up to \$90.00 100% up to \$175.00 *Maximum amount for single lens is 50% of the maximum payable for pair of lenses
Frames	One set per year - 100% to \$100
Contact Lenses - Elective - Medically Necessary	One set per year \$125.00 \$325.00
Lasik Surgery	\$1,000 Lifetime Maximum – covered under the medical plan by an in-network physician only for all employees.

Time periods for above benefits will begin on the date on which the last payment of benefits for such item was made under this benefit.

“Medically Necessary” is defined as:

If prescribed for you or your dependent:

- (a) where visual acuity is not correctable to 20/70 in the better eye except by the use of contact lenses;
- (b) as a requirement following cataract surgery;

OR

(c) when such person is being treated for a condition such as Keratoconus or Anisometropia, and such contact lenses are customarily prescribed as part of the treatment.

Not Covered

Charges in connection with Orthoptics, Vision training, or Subnormal Vision Aids.

Charges for lenses obtainable without a prescription.

Charges for any service or supply not listed in the Schedule of Visual Services and Supplies