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Between the

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ARTICLE I - DOCUMENTS GOVERNING NEGOTIATIONS

A. Recognition

The Seneca East Board of Education (herein referred to as the Board) recognizes the Seneca East Education Association (herein referred to as the Association), an OEA/NEA local, as the sole and exclusive bargaining representative of all full-time and part-time certificated employees (herein referred to as teachers or employees) employed by the Board under a regular teaching contract. All other employees (administrators, non-certified employees, and casual, day-to-day, long-term, and permanent substitute employees) are excluded from the bargaining unit.

Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion. Membership in any organization, or the payment of dues to an organization, shall not be a condition of employment or continued employment.

The Board agrees to provide the Association with the names, addresses, and telephone numbers of all newly hired full and part time teachers at the time of hire.

The Association shall be placed on the agenda of any new teacher orientation meeting. The Association will be given sufficient time to address new teachers concerning Association membership.

This recognition constitutes an Agreement between the Board and the Association to reach mutual understanding regarding matters pertaining to wages, hours, and terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of a Collective Bargaining Agreement.

The Board hereby reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and the United States, including the right to the executive management and administrative control of the school system and its properties and facilities, the right to develop and adopt policies, rules and regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, except as expressly limited by the terms of this contract and Chapter 4117 of the Ohio Revised Code.

B. <u>Directing Requests</u>

Requests for negotiations shall be submitted to the Superintendent in writing by the Association President, or by the Superintendent to the President of the Association, no later than the second Monday of February in order for negotiations to take place in the last year of the contract.

The first negotiations meeting will be held no later than the second Monday in March unless changed by mutual agreement. At this initial meeting, both parties shall share all issues for negotiations. After this meeting, no additional items for negotiations shall be submitted by either party without the consent of the other party. The first meeting will consist of each side explaining and clarifying the substance and rationale for each issue shared and the setting of a bargaining agenda and ground rules including procedures. The time and place of each subsequent meeting shall be mutually agreed upon by the teams.

C. Negotiating Teams

The Board and the Association will be represented at all negotiations meetings by a team not to exceed six (6) members each unless mutually agreed.

D. <u>Final Agreement</u>

When a final tentative Agreement is reached, all issues will be reduced to writing and submitted to the Association for ratification and to the Board of Education for approval. No provision of the resulting Agreement shall discriminate against any staff member in regard to membership or non-membership in the bargaining unit. Following approval by both parties, the Agreement shall be binding on both parties.

Upon approval by both parties, all issues agreed to through negotiations shall be incorporated into the Negotiated Agreement. The revised contract shall be signed on behalf of the parties.

E. <u>Disagreement/Mediation</u>

After sixty (60) days prior to contract expiration date, if agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in the negotiations. If a party calls for Mediation involvement, the other party shall join in the request. Meetings shall be held at the discretion of the Mediator.

The Board and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures. The Board further recognizes that the members of the bargaining unit have the right to strike, provided that 1) the employee organization representing the employees have given a ten (10) day prior written notice of an intent to strike to the Board signifying the date and time of the day the job action is to commence; 2) the Agreement has expired; and 3) the impasse resolution procedure has been followed. The Association agrees that no strike shall be conducted during the term of this Agreement.

F. <u>Complete Agreement Clause</u>

The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining except as specified below. It is further agreed that this Agreement supersedes all prior negotiated agreements.

G. Amendments

- 1. Negotiations may be opened over any subject or matter which the Board and the Association mutually agree to negotiate.
- 2. A labor-management team shall be maintained during the life of this Agreement.
- 3. If any provision(s) of this Agreement is rendered contrary to law, the provision(s) shall be deemed null and void to the limits prescribed by law, with all remaining provisions to remain in full force and effect. In the event the determination is that a provision(s) of this Agreement is contrary to law, this shall be reason for the immediate reopening of negotiations on that provision(s) only.
- 4. If during the life of the Agreement bargaining is necessary due to impact, severability, or a specified reopener provision within the terms of this Agreement, the parties shall meet and bargain.

If, after sixty (60) working days (excluding Saturdays, Sundays and legal holidays) from the first negotiating session, agreement has not been reached on all issues under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in the negotiations. If a party calls for Mediation involvement, the other party shall join in the request. Meetings shall be held at the discretion of the Mediator.

If the parties are unable to reach agreement after utilizing the aforementioned dispute resolution procedure, the status quo shall be maintained and will not be subject to change during the remainder of the Agreement or the subject of future bargaining during the term of the contract.

ARTICLE II - GRIEVANCE PROCEDURE

A. <u>Definitions</u>

Grievance - a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Agreement.

Days - the term "days" shall mean all weekdays, except Saturday, Sunday, and legal holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).

Grievant - the Association or the employee(s) initiating a grievance.

Appropriate Supervisor - the lowest level administrator having the authority to resolve the grievance.

B. <u>Procedural Steps</u>

Informal

The teacher and his/her building principal are encouraged to resolve problems through free and informal communications. Should such communications fail to resolve the problem, then the individual shall indicate that the meeting should be considered the informal meeting of the grievance procedure and file a written grievance utilizing the following procedure.

Step 1. Within fifteen (15) days following an incident giving rise to the grievance, the grievant may file a formal grievance on a form to be supplied by the Association representative. This form will be filed with the appropriate supervisor by certified or hand delivered mail, return receipt requested.

Within ten (10) days after the receipt of the notification to the appropriate supervisor, a meeting shall take place between the appropriate supervisor, the grievant and a representative of the Association. The appropriate supervisor shall have the option of being accompanied by another administrator, not the Superintendent, during this meeting. The answer to the grievance shall be given in writing to the grievant and the Association representative within ten (10) days of this meeting.

Step 2. If the grievant is not satisfied with the disposition in Step 1, the grievant may within five (5) days submit a written appeal to the Superintendent. Within five (5) days after receipt of the appeal to the Superintendent, a meeting shall be scheduled. The grievant shall have the right to request a meeting before the Superintendent and to

be accompanied by a representative of the Association at the meeting. Within five (5) days of the meeting, the Superintendent shall indicate his disposition of the grievance in writing to all parties involved.

Step 3. If the grievance is denied at Step 2, the grievant may ask the Association to submit it to Binding Arbitration. If the Association agrees to submit it to Binding Arbitration they shall notify the Board of their intent to proceed to Binding Arbitration.

The Arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to Binding Arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

The Arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential. The decision of the Arbitrator shall be final and binding on the Board, the grievant, and the Association.

The fees and expenses of the Arbitrator, as well as associated hearing costs, shall be shared equally by the Board and the Association.

C. <u>General Provisions or Conditions</u>

- 1. All communications regarding grievances shall be reduced to writing and hand-delivered and sent via electronic mail.
- 2. Meetings and hearings held under this procedure up through and including Step 3 shall not be held during the school day unless otherwise agreed to by the parties.
- 3. All interested parties shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay and/or benefits.
- 4. A grievance may be withdrawn at any step without prejudice or record, provided, however, that any and all grievances must comply with the time limitations set forth herein.
- 5. The Association has the exclusive right to file grievances and to be present at the adjustment of any and all grievances.

- 6. Grievance forms shall be exhibited in the Appendix C of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
- 7. The fact that a grievance is alleged by an employee(s), regardless of its ultimate disposition, shall not be recorded in the employee's(s') file nor shall the employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
- 8. The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 9. Timelines for any step in this procedure may be extended upon mutual consent.

ARTICLE III - LEAVES

A. Sick Leave

Sick leave may be used, in accordance with this Section, for personal illness, pregnancy, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

- There shall be one and one-fourth (1-1/4) days of sick leave per month, credited on the first pay of the month, for each teacher and employee. Full time employees including teachers shall receive sick leave for twelve (12) months each year. The sick leave shall be cumulative to a maximum of two hundred seventy-five days
- 2. New employees to the District shall be advanced five (5) sick leave days.
- 3. An employee requesting use of sick leave submit his/her request through the kiosk system when he/she returns to work. The submitting, by an employee, of willfully false information through the kiosk system may be considered grounds for suspension or dismissal.
- 4. In emergency situations that arise after the use of all accumulated sick leave days stated above, an employee may request from the Superintendent an advance of sick leave days, not to exceed ten (10) days from the upcoming school year. This advance may be granted at the Superintendent's discretion.
- 5. In the event an employee who has received an advance leaves the system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.
- 6. Proof of illness or absence for other reasons must be established with the Superintendent in the following manner:
 - After more than three (3) days of consecutive absence on sick leave, the Superintendent may require a doctor's certificate to corroborate the reason for the absence. The doctor's certificate must specify the anticipated number of days the teacher will be absent.
- 7. A teacher may use a part or all of the accumulated leave before two hundred seventy-five (275) days have accumulated. After any period of acceptable absence, as described in this sick leave plan, the leave can again be built up to a maximum of two hundred seventy-five (275) days by regular attendance. The primary purpose of a sick leave policy is to protect a teacher against loss of pay because of personal illness.

- 8. When sick leave is used due to an illness or injury to a member of the immediate family, the term "immediate family" shall be interpreted to include spouse, children, parents, siblings, all in-laws, grandparents, grandchildren, legal guardian, ward, stepchildren and other dependent, relative, and other person who has assumed a similar position regardless of residence.
- 9. An employee may utilize up to ten (10) days of sick leave due to the death of the employee's spouse, child or parent. An employee may utilize up to three (3) days of sick leave due to the death of a member of the employee's immediate family, other than the employee's spouse, child or parent. When sick leave is used due to death in the immediate family, the term "immediate family" shall be interpreted to include spouse, children, parents, all in-laws, siblings, grandparents, grandchildren, legal guardian, ward, stepchildren and other dependent or relative or persons who have assumed similar positions regardless of residence. A teacher may request to utilize additional sick leave days due to the death of his/her spouse, child, parent or other immediate family member. The Superintendent shall have sole discretion to grant or deny such a request to utilize additional sick leave days.
- 10. A teacher missing more than his/her accumulated sick leave and any applicable advances as found in 3319.141 of the Ohio Revised Code as of any date for reasons listed or for any reason shall receive salary deductions in accordance with the following formula: Annual salary divided by number of days employed equals daily wage. Daily wage times the days of absence not credited equals the amount to be subtracted from the salary.
- 11. An employee who has exhausted his/her accumulated sick leave days including any advances and who has a catastrophic illness or injury, may petition the Association for review and consideration of donated sick leave days from other employees in accordance with this Article.
 - a. Sick leave donations shall be administered by the Association.
 - b. A teacher on his/her own behalf, or any employee on behalf of a teacher, must present the request, in writing, to the Association President. This request shall include the approximate number of donated sick leave days the teacher may require. This number may be adjusted as necessary. The president (or designee) will bring the request to the Association or a committee of Association members for consideration. The Association/committee may request proof of the catastrophic nature of the illness or injury if the majority of the Association/committee believe(s) proof will be helpful in consideration of the request. Such proof shall consist of written confirmation by a physician that the illness or injury will require the donated sick leave days requested.

- c. If the request is approved by the Association/committee, the Association President will notify all teachers of the request. A teacher must have at least fifty (50) accumulated sick days in order to make a donation and must limit his/her donations to no more than five (5) days. The request form will be provided for certified staff to indicate willingness to contribute. The Association/committee shall compile the donations and notify each teacher whose contribution is accepted. Forms for contributions above the amount needed shall be returned to the contributing teacher. The forms accepted for contribution will be turned over to the Board's Treasurer for appropriate action.
- d. The total use of the donated sick leave program shall not exceed the employee's current contract or current school year. Any unused donated sick days for catastrophic illness shall be returned to the donating employees as mutually agreed to between the Treasurer and the Association President.
- e. The granting or denial of a request for donations is not subject to the grievance procedure.
- f. Requests for donations are limited to sixty (60) days per school year total. Such days shall not be carried over from year to year.
- g. All information will be kept confidential to the extent permitted by law.
- h. Use of this program is limited to cases of catastrophic or lifethreatening illness or injury to a bargaining unit member or a bargaining unit member's spouse, child or domestic partner as approved by the Association/committee. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic illness or injury include, but are not limited to, the following: accident resulting in multiple fractures or amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, severe burn involving over twenty (20) percent of the body, severe head injury requiring hospitalization, spinal cord injury or stroke.
- i. The program may not be used for a routine pregnancy, any injuries related to drug or alcohol use or a chronic injury that is not life

threatening or is manageable (e.g., high blood pressure, diabetes, etc.).

- j. This sick leave donation program may not be used as a means for increasing retirement compensation and/or severance pay, nor shall it prevent or prolong a bargaining unit member from applying for and going on disability retirement.
- k. No recipient of leave from this sick leave donation program will earn additional sick, personal or any other type of leave while using donated leave.
- 12. Sick leave taken in association with the birth of a child may not be extended over two (2) school years without a valid excuse from a medical doctor and approval of the Superintendent. Maternity leave shall be limited to twelve (12) weeks from the child's date of birth unless additional time is prescribed by the doctor. The doctor will provide verification for any extended time needed.
- 13. The Board of Education has discretion to award a gift card to each teacher who does not utilize any sick leave days during the school year.
- 14. If a teacher has three (3) or fewer absences during a school year, due to sick leave usage, that teacher shall receive one (1) day's pay, at the teacher's per diem rate, at the end of the school year.

B. <u>Family and Medical Leave (FMLA)</u>

An employee who has worked for the District for at least twelve (12) months is eligible for twelve (12) work weeks of FMLA during each twelve (12) month period (August 1 through July 31 of each year) provided the employee worked in the twelve (12) months preceding the beginning of the first day of leave. Weeks during a regular school break period (i.e., winter, spring, and summer breaks) shall not count against the twelve (12) week allotment of FMLA leave.

1. Types of Leave

An eligible employee may take FMLA leave for:

- a. To care for a newborn child;
- b. To care for or spend additional time with an adopted child or foster child:
- c. To care for a spouse, parent, or child with a serious health condition;
- d. To recover from a serious health condition or

- e. To respond to a qualifying exigency that arises because a spouse, child, or parent is on active duty or has been called to active duty.
- 2. An employee may elect, or the District may require an employee to use accrued paid vacation, personal or sick leave prior to using **unpaid** family leave. In the case of a newborn baby or the adoption of a child less than one (1) year old, the employee may choose to save up to ten (10) days of sick leave and use family leave first. An employee cannot compel the District to permit the employee to use accrued medical/sick leave in any situation in which the leave could not normally be used.

3. Spouse Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twenty-four (24) weeks. In the case of a seriously ill child, both employees are entitled to use up to twelve (12) weeks each. An employee may not take FMLA leave to care for a parent-in-law.

4. Intermittent and Reduced Leave

- a. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.
- b. Reduced leave is scheduled leave that reduces the employee's usual number of hours per work week or hours per work day.
- c. Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child, or parent and is subject to employer approval unless medically necessary. Such leave may not be used for the birth or adoption/placement of a child.
- d. The employee who wishes to use intermittent or reduced leave must have the prior approval of the District.
- e. In the case of intermittent or reduced leave, the District may transfer the employee to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position. The employee must furnish the District with the expected dates of the planned medical treatment and the duration of the treatment in advance. The Superintendent must authorize such leave in writing.

5. Benefits

- a. The District will maintain the employee's health coverage under the District's group health insurance plan during the period of FMLA leave. The employee should make arrangements with the District to pay the employee's share of health insurance (e.g., family coverage) prior to the beginning of the FMLA leave.
- b. The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

6. Notice

- a. When the FMLA leave is foreseeable, the employee must notify the District in writing of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.
- b. The District may deny the leave if the employee does not meet the notice requirements.

7. Certification

a. The District will require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion may be required, both at the expense of the District.

b. Certification must include:

- 1) the date the illness commenced
- 2) probable duration of illness
- 3) the appropriate medical facts
- 4) assertion that the employee is unable to perform job functions or is needed to care for a sick family member, for a specific period of time

c. It will be the employee's responsibility to report periodically as to his or her status and intention to return to work. Upon the employee's return to work, the District will require that the employee present a fitness statement from the employee's health provider certifying that the employee is able to return to work.

C. <u>Unpaid Leave of Absence</u>

- 1. Upon written notice to the Superintendent, a teacher may be granted an unpaid leave of absence with the formal approval of the Board of Education.
- 2. Unpaid leave of absence may be requested for the following purposes:
 - a. Maternity/Paternity/Adoption
 - b. Personal Illness
 - c. Physical or Mental Disability
 - d. Military Service
 - e. Educational Purposes
 - f. Other reasons specifically approved by the Superintendent
- 3. An unpaid leave of absence may be for up to one (1) school year, unless additional time is granted by the Board of Education. If the leave will extend through the end of the second semester, the teacher must notify the Superintendent, in writing, of his/her contractual intentions for the next school year prior to June 1st. Failure to comply with this provision may result in forfeiture of the teacher's right to return to work.
- 4. An employee desiring such leave shall present, in writing, to the Superintendent a request for the leave that clearly states the purpose and the duration. When the leave is for personal illness or physical and/or mental disability, the employee shall attach a doctor's statement that specifies the medical reason for the request and the anticipated duration.
- 5. Without request, the Board of Education may grant an unpaid leave of absence for physical or mental disability. Such unpaid leave will not replace the use of accumulated sick leave.
- 6. When the leave is used for maternity purposes, it shall be granted upon request of the teacher and will begin at any time following the birth of the child or upon a teacher exhausting sick leave.
- 7. When the leave is for paternity purposes, the beginning date shall be anytime during the first year after the birth or de facto custody of a child.
- 8. A teacher adopting a child, upon written notice to the Superintendent, shall be granted unpaid leave. The beginning of the leave shall be any time during the first year after receiving de facto custody of a child of less than

- school age. The teacher shall notify the Superintendent of his/her intent to take said leave within one (1) month after notification from the placement agency of the effective date of de facto custody.
- 9. The return date of the teacher shall be determined by the Superintendent and the teacher to coincide with the beginning of the school year, the beginning of a semester, or at another mutually acceptable time if an opening becomes available. Written notice of a teacher's intent to return to work shall be at least thirty (30) days prior to the date the teacher would like to return.
- 10. The Superintendent shall make every effort to reinstate the person to his/her original position or to a comparable position upon return to service. If this is not possible, the teacher shall be assigned to a position in the school system based upon his/her certification. Failure to accept this position shall result in the forfeiture of his/her right to return to work.
- 11. The teacher will not continue to accumulate seniority, sick leave, or personal leave nor be eligible for payment for calamity days during the duration of the unpaid leave; however, they will be entitled to return with the same seniority level, accumulated sick leave, and salary schedule placement as prior to the leave.

D. Personal Leave

- 1. Each school year an employee will be granted up to three (3) days of personal leave, with no loss of compensation, when it is necessary to be absent for reason(s) not covered by any other type of paid leave.
- Personal leave may only be used to conduct personal activities that cannot be transacted on other than school time. No reason for the use of personal leave must be stated by an employee, either verbally or in writing. An employee's signature on the Personal Leave Request Form certifies that the leave is not being used in violation of any of the following provisions:
 - a. Personal leave may not be used for any reason that relates to an outside job or to the securing of other employment. An exception will be made to this provision when the need to seek other employment is due to an action of the Board of Education.
 - b. When make-up days are needed, personal days may not be used for personal or family vacation on those days.
- 3. All requests for use of personal leave must submitted through the kiosk system at least three (3) days in advance (except in extenuating circumstances).

- a. The Superintendent or designee shall be responsible for the approval of requests for personal leave.
- b. Personal leave shall be granted upon the availability of certified substitutes.
- 4. Personal leave may only be used as either half or full days.
- 5. After the use of the three (3) personal leave days stated above, an employee may request from the Superintendent an advance of personal leave from the upcoming school year, which the Superintendent shall grant so long as certified substitutes are available.

In the event an employee who has received an advance leaves the system prior to the start of the ensuing school year, the advance will be deducted per diem from the final pay.

- 6. If there is substantial reason for the Superintendent to believe that the above provisions have been violated, an employee will be required to supply more specific information about the use of a particular day of personal leave. Violation of these provisions could result in a loss of pay to the employee which is equal to the amount of personal leave taken.
- 7. Any teacher having all three (3) personal leave days remaining at the end of the school year shall be reimbursed for one (1) of the days at his/her per diem rate of pay and reimbursed for the other two (2) days at the substitute teacher per diem rate of pay in the last pay period in June. Any teacher having one (1) or two (2) personal leave days remaining at the end of the school year shall be reimbursed for such days at the substitute teacher per diem rate of pay in the last pay period of June. If a teacher has not accumulated the maximum number of sick leave days, he/she may convert his/her unused personal leave days to sick leave days in lieu of receiving payment for the unused personal leave days.

E. Assault Leave

Any certified employee who is absent due to a disability resulting from an assault upon said employee, that occurs on Board premises, while in attendance at an official school function, or in the course of said employee's employment shall, subject to the approval of the Superintendent or designee, be granted assault leave. During such assault leave, said employee shall be maintained on a full-pay basis.

Assault leave may not be granted under this policy unless the employee in question:

- 1. Has a signed written statement justifying the granting and use of assault leave. Said statement shall be on Board-approved forms (Appendix E), which will include the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known. Additionally, the employee must file an incident report with the appropriate legal authorities.
- 2. Provides a certificate from a licensed physician stating the nature and duration of the physical disability and the necessity of absence from regular employment.
- 3. Provides a statement that he/she will not work to gain income for the duration of the assault leave.

Assault leave shall not be charged against sick leave earned or earnable by the employee, and will be used before sick leave is used.

Falsification of any of the above signed statements or the physician's statement shall be grounds for suspension or termination of employment under O.R.C. 3319.16.

F. <u>Association Leave</u>

Association Days shall be defined as follows: a day or days for an Association member or members to participate in, conduct business, or act on behalf of the Association. Up to a total of seven (7) Association Days per school year shall be granted with the approval from both the Superintendent and the Seneca East Education Association President. A request for an Association Day(s) must be made in writing and include the dates of said Association Days and the names of the individuals who will be absent on those dates at least ten (10) work days prior to the commencement of the Association leave.

The Association agrees to pick up the cost of a substitute when a substitute is used to cover a member/members use of Association Days.

G. Use of Dock Days

An employee shall be permitted to use a dock day only if, 1) the employee has used all of his/her personal leave days, and 2) the Board of Education approves the employee's use of such dock day in advance. An employee shall be subject to discipline if he/she uses a dock day in violation of this provision.

ARTICLE IV - WORKING CONDITIONS

A. <u>Assignment</u>

Teachers whose teaching assignment (i.e., subject area or elementary grade) is under consideration for change will be given written notification and reasons for the proposed change and will have five (5) calendar days from the receipt of the notification to schedule a meeting with the administration in order to discuss the reasons for the change. The Superintendent reserves the right to make teaching assignment changes at any time. If a teacher's assignment is changed subsequent to July 10, he or she will be released by the Board from the contract without taking action to revoke the certificate, if the resignation is submitted within ten (10) calendar days of notification of the change.

B. Evaluation

- 1. Purpose. The purposes of the evaluation process are the following:
 - a. To assess an employee's work performance.
 - b. To help the employee to achieve greater effectiveness in the performance of his/her work assignment.
 - c. To constitute a basis for personnel decisions including continuing contract status, limited contract renewal or contract non-renewal or termination, as required by the terms of this Agreement.
- 2. Teachers subject to the Ohio Teacher Evaluation System ("OTES") shall be evaluated in accordance with the revised draft of the Ohio Teacher Evaluation System for the 2019-2020 school year. The district will participate in the 2019-2020 OTES Pilot as detailed in the signed *Intent to Participate* in the 2019-2020 OTES Pilot form, submitted to ODE. In subsequent years the revised OTES framework will be reflected in Board policy and fully implemented for all teachers subject to OTES.
- 3. Evaluation System. (OTES Inapplicable)

This Evaluation System applies to employees who do not spend at least fifty percent (50%) of the time employed providing student instruction.

a. As part of the evaluation process, there will be both observations and evaluations as defined below:

1) Observation

A work setting observation of the staff member at work in order to critique one's performance shall be conducted. Also included are day-to-day observations of staff members, in the education setting.

2) Evaluation

It shall be summation of observations and walkthroughs.

- b. In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed ten (10) work days. Any unsatisfactory rating shall be accompanied by a written explanation which shall include written suggestions by the administration for correcting any deficiencies which have been cited. The ultimate responsibility for correcting any noted deficiencies shall rest with the employee.
- c. Employees shall be evaluated once per school year. The evaluation shall consist of two (2) formal observations and may consist of periodic walkthroughs by the evaluator. Employees who are under consideration for nonrenewal shall have three (3) formal observations and may consist of periodic walkthroughs by the evaluator. Formal and/or informal observations will be announced and no pre-conference shall be required prior to any observation. Evaluations shall be complete by the first day of May and the employee shall receive the results of the evaluation by the tenth day of May.
- d. One (1) copy of the evaluation shall be sent to the Superintendent for placement in the employee's personnel file, one (1) copy to the employee, and one (1) copy will be placed in the employee's building file. An employee, by his or her signature on the evaluation forms, shall acknowledge that he or she has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.
- e. All of the above are minimum requirements. If the evaluator deems it necessary, he/she may conduct additional evaluations, formal observations and/or informal observations.

4. Guidance Counselors shall be evaluated in accordance with the Standards-Based School Counselor Evaluation Policy adopted by the Board pursuant to R.C. 3319.113.

C. <u>Vacancy Notification</u>

- 1. All teaching vacancies that occur prior to the closing of school shall be sent to all bargaining unit members at their school email.
- 2. A position is considered vacant when the Board decides to fill the position and:
 - a. an employee dies
 - b. an employee resigns
 - c. an employee retires
 - d. a new position is created
 - e. an employee is reassigned to another teaching position within the District and the Board has not filled it
 - f. an employee's contract is non-renewed
- 3. Employees interested in posted vacancies shall indicate such interest in writing to the Superintendent within three (3) work days from the date of the posting or within three (3) work days from the date of announcement through the Instant Alert System and/or e-mail, whichever is applicable.
- 4. Vacancies occurring during the summer shall be announced through the Instant Alert System and sent to all bargaining unit members at their school e-mail.
- 5. Current employees of the District who are certified/licensed for the position shall be granted an interview and shall be given first consideration over all other candidates for said position. The best candidate for a vacancy will be recommended for the vacancy, providing they meet all the qualifications of the job description. Certification/licensure, qualities of teaching performance, prior evaluations within education and the length of service with the District shall be the factors used to determine the best candidate for filling the vacancy. When the first three (3) factors are equal, then in that event, length of service with the District shall be the deciding factor to fill the vacancy.
- 6. If the Superintendent determines not to recommend a current employee for the position, the employee will be notified in writing of the reason for the Superintendent's decision within five (5) work days. Except as set forth above, this policy shall not in any way infringe upon the Board's authority to hire qualified people for a vacancy.

7. Board shall only be required to post those supplemental positions which it intends to fill with an employee different than the employee who held the supplemental position in the previous year. Such supplemental position openings shall be posted by the Board in accordance with Article IV, Section C.1.

D. <u>Payroll Deduction of Association Dues</u>

Dues for membership in the SEEA, OEA, NEA, and NWOEA shall be deducted from an employee's pay as authorized in writing by the employee. The deductions shall be made in equal payments starting in November for twenty (20) pay periods. Authorization for such deductions shall be submitted to the school District's Treasurer on or before October 10. During the school year a designated Association representative will pick up the deducted dues from the District's Treasurer within one (1) week of deduction and during June, July and August dues will be forwarded to the Association's Treasurer.

For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual member notifies the school District Treasurer otherwise in writing (with a copy to the SEEA president) during the first ten (10) days of the school year.

The SEEA President (or designee) shall annually provide the school District Treasurer with the following lists and any necessary payroll deduction forms:

- 1. a list of all members desiring annual payroll deduction;
- 2. a list of all members desiring continuous payroll deduction, for the first time; and
- 3. a list of those members who have continuous payroll deductions from previous years with total dues amounts.

E. Certification/Licensure Maintenance

A certified/licensed staff member will be required to maintain all current Ohio certifications/licensures.

F. Continuing Contract Status

A teacher holding a limited contract has the option of applying for a continuing contract prior to September 15. Application must be made in person to the Superintendent with complete documentation of requirements for tenure under Ohio law.

G. Staff Reduction

If the Board of Education determines that it is necessary to reduce the number of instructional staff, the following guidelines will be followed:

1. Reasons for a Reduction

- a. Decrease in pupil enrollment from the previous year and/or a decrease in pupil enrollment in grade level or subject area.
- b. Return to duty of a regular teacher after a leave of absence.
- c. Suspension of schools or territorial changes affecting the District.
- d. Curriculum changes (i.e., dropped courses, elimination of courses or programs).
- e. Financial reasons (documentation for this determination will be shared with the President of the Association at the time he/she is notified of the Board's intent).

2. Procedures for Reduction in Force

- a. The SEEA President will be notified in writing of any intended staff reduction at least thirty (30) calendar days prior to June 1st and the Board may not take any official action for at least seven (7) calendar days after said notification.
- b. To the extent possible, the number of teacher contracts to be suspended will be minimized by not employing replacements for those teachers who have retired, resigned, or whose contract has been non-renewed. It is recognized that attrition alone may not be sufficient to accomplish necessary reductions.
- c. Seniority shall not govern the suspension of teaching contracts, except when making a decision between teachers who have comparable evaluations as defined below. Teachers who have the same effectiveness rating based on the definition below shall be deemed to have "comparable evaluations" for purposes of this Article.
 - Suspension of contracts shall occur to limited contract teachers first in each teaching field affected. The Board shall only give preference to a teacher with seniority when the teachers involved have comparable evaluations as defined

- herein or if the teacher to be retained has a higher effectiveness rating as defined by subsection 4) below.
- Suspension of contracts for tenured teachers shall occur only after all limited contract teachers in the affected teaching field have been suspended. The Board shall only give preference to a teacher with seniority when the teachers involved have comparable evaluations as defined herein or if the teacher to be retained has a higher effectiveness rating as defined by subsection 4) below.
- A teacher suspended pursuant to this Section may displace a less senior teacher in another certification/licensure area if the more senior teacher is certified/licensed in that area provided that no limited contract teacher may displace a continuing contract teacher and provided further that no teacher shall displace another teacher unless the displacing teacher has a comparable evaluation to the displaced teacher as defined below.
- 4) Except as set forth in subsection a) below, in determining comparable evaluations, a teacher's best evaluation over the last two (2) years shall be utilized. Comparable evaluations shall be defined as follows:
 - All teachers who were rated "Ineffective" for the last two
 (2) consecutive years shall be deemed comparable to one another;
 - b) All teachers rated "Ineffective" will be deemed comparable to one another;
 - c) All teachers rated "Developing" will be deemed comparable to one another; and
 - d) All teachers rated "Accomplished" or "Skilled" will be deemed comparable to one another.
- 5) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- 6) Seniority for the purpose of this Agreement shall be defined as the number of years of continuous service in this District. Part-time teachers' [those teachers employed for less than

- four (4) hours per day] seniority shall be determined on percentage basis.
- 7) If two (2) or more individuals have equal seniority as defined above, the following shall apply:
 - a) the date of the Board meeting at which the teacher was hired
 - b) by lot as conducted by the Superintendent with the assistance of the Association President
- 8) The Treasurer shall provide the SEEA President with a seniority list by January 15 of each year. The SEEA President will certify the list as being correct by February 15 of each year.
 - a) The list shall be prepared by listing all teachers by seniority (as defined herein).
 - b) The seniority list shall also reflect each teacher's contract type and teaching fields. Only certificates/licenses on file with the Superintendent at the time the Association is notified of the intended reduction will be considered.
 - c) Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they receive additional seniority for the time on leave.
 - d) A teacher on a multi-year limited contract shall have no seniority over a teacher whose limited contract is of a lesser term.

3. Recall Rights

- a. Teachers whose contracts have been suspended shall have rights to recall as follows:
 - 1) Recall shall be to an open position for which the person has provisional, professional, or permanent certification/licensure.
 - 2) First recall shall be of tenured teachers in the affected area of certification/licensure. The Board shall only give preference to a teacher based on seniority when the teachers involved have

comparable evaluations as defined herein or when the teacher recalled has a higher effectiveness rating, based upon a three-year average, except as provided for herein, than the teacher not recalled.

- Next, limited contract teachers shall be recalled according to area of certification/licensure. The Board shall only give preference to a teacher based on seniority when the teachers involved have comparable evaluations as defined herein or when the teacher recalled has a higher effectiveness rating, based upon a three-year average, except as provided for herein, than the teacher not recalled.
- b. Teachers on continuing contract who are suspended shall remain on the recall list indefinitely or until one (1) of the conditions listed below is met. Teachers on limited contract shall remain on the recall list for up to twenty-four (24) months or until:
 - 1) He/she waives his/her recall rights in writing.
 - 2) He/she fails to accept an offered position for which he/she certified/licensed within five (5) calendar days of receipt of the official notification (certified mail to last known address).
 - 3) He/she resigns.
 - 4) He/she fails to report to work within one (1) calendar day of his/her start date.
- c. To retain a position on the recall list, a teacher must notify the Superintendent in writing of any change in his/her address and/or telephone number.
- d. A recalled teacher shall be entitled to the same seniority level, total sick leave accumulation, and salary schedule placement as prior to the suspension of contract.

H. Limited Contracts and Non-Renewal

1. Employees who are not eligible for a continuing employment contract under Ohio law and in accordance with Article IV, Section F shall be employed by the Board under limited employment contracts pursuant to the following sequence:

a. First Contract: One (1) year limited employment contract.
 b. Second Contract: One (1) year limited employment contract.

c. Third Contract: One (1) year limited employment contract.
d. Fourth Contract: Two (2) year limited employment contract.
e. Fifth Contract: Two (2) year limited employment contract.
f. Sixth Contract: Five (5) year limited employment contract.

The parties expressly agree this Section prevails over R.C. 3319.08 and 3319.11.

- 2. Upon being initially hired by Board, the first three (3) years of employment an employee shall be under a series of one (1) year limited employment contracts which may be non-renewed by the Board by giving the employee written notice of non-renewal not later than June 1. There are no other requirements applicable under this Agreement to non-renewal of these new employees. This non-renewal procedure for employees who have been employed for three (3) or fewer years supersedes all provisions of R.C. 3319.11 and 3319.111, and such employees shall have no right to challenge said non-renewal pursuant to R.C. 3319.11 and 3319.111 except through the negotiated grievance procedure where the only issue is whether proper notice of non-renewal was provided and that three (3) observations occurred per the contract.
- 3. After the first twelve (12) years of employment in the District under limited employment contracts, all subsequent limited employment contracts may be non-renewed by the Board in accordance with the procedures of R.C. 3319.11 except that just cause will be required for all non-renewals. This just cause requirement supersedes and replaces any conflicting provision of R.C. 3319.11.
- 4. Any member of the bargaining unit employed under a limited contract, and whose regular teaching contract is not renewed, shall be notified in writing via hand delivery on or before June 1.

I. <u>Length of School Day and Year</u>

- 1. Each full-time elementary teacher shall have no less than two hundred and fifteen (215) minutes a week for preparation time during the school day. Part-time teachers will have their minutes for preparation time prorated.
- 2. Each secondary teacher shall have no less than one (1) daily planning period the length of a regular instructional period.
- 3. Each teacher shall have thirty (30) minutes of duty-free lunch periods each day. This time shall be consecutive in nature.
- 4. The length of the school day in the Seneca East Local School District on student days shall be no longer than seven (7) hours and forty (40) minutes.

The student contact day shall be seven (7) hours and shall not begin before 8:00 a.m. unless the vocational school's schedule requires otherwise. The length of the school day in the Seneca East Local School District on non-student work days shall be no longer than five and a half (5½) hours. The day may be occasionally extended and professional educators may be expected to attend the following events:

Staff Meetings
Evaluation Conferences
Other School/Community Events Emergencies

If teachers are expected to attend, adequate notice will be given prior to planned events.

On student days, teachers must arrive thirty (30) minutes prior to the start of the student day and may not leave until ten (10) minutes after the student day. Teachers will be notified of their start and end time on or before August 1 of each school year.

Teachers need to be aware that reporting to work on time is an essential function of their position and their failure to do so is subject to disciplinary action.

- 5. Teachers shall be permitted to leave their schools during their lunch periods, after making proper notification to the building office.
- 6. The length of the school year shall not exceed one hundred eighty-five (185) days. Three (3) of these days shall be work days defined as follows: one (1) day prior to school opening, one (1) day following students' last day, and one (1) to be used at the discretion of the staff member.

The remaining one hundred eighty-two (182) instructional days shall include up to two (2) parent-teacher conference days and up to five (5) in-service days/exchange days. Teachers shall be required to complete online training in exchange for receiving time off during exchange days.

7. In the fall, parent/teacher conferences shall be scheduled for all teachers on such days as determined by the Calendar Committee and approved by the Board over seven (7) hours thirty (30) minutes inclusive of a thirty (30) minute meal break. The teacher may determine the scheduling within that time frame to accommodate the parents. Every effort shall be made to schedule a conference with all parents the first semester. The seven hours and thirty minutes (7:30) may be extended over two (2) calendar days. In the spring, a parent/teacher conference shall be scheduled for Elementary and Middle School teachers on such days as determined by the Calendar Committee and approved by the Board which shall be three (3) hours and

forty-five (45) minutes. A teacher may schedule a conference outside of the assigned parent/teacher conference days with the permission of the building principal only if the rescheduling is requested by a parent(s). A teacher may not utilize personal leave in lieu of holding parent/teacher conferences. High school teachers shall attend graduation ceremonies in lieu of spring conference. The Superintendent shall have discretion to excuse a teacher from the graduation ceremony.

8. Teachers will be compensated and will not be required to report to work for the first seven (7) days when the District is not in session due to weather conditions or other calamity. On the eighth (8th), ninth (9th), and tenth (10th) calamity days, teachers shall issue "blizzard bags" to their students. Beginning on the eleventh (11th) day when schools are not in operation due to weather conditions or other calamity, teachers will be required to report to work on make-up days designated by the Superintendent or his/her designee at the end of the school year.

Teachers who will be retiring at the end of the school year shall be allowed to substitute a workday prior to the last student day if the workday will fall on or after June 1st due to a calamity make-up day. The date of the substitute workday shall be mutually agreed upon by the teacher and the Superintendent.

- 9. By November 1 of each school year, a Calendar committee composed of three (3) bargaining unit members appointed by the Association and three (3) administrators appointed by the Superintendent will be established for the purpose of developing a calendar recommendation for the succeeding school year consistent with the School Year provisions. The Board shall have final approval of the calendar.
- 10. Teachers whose preparation time/planning period is scheduled at the beginning or at the end of the school day shall be required to report to work in accordance with Article IV, Section I.4. and be present during such preparation time/planning period unless otherwise approved in advance by the Building Principal.

J. <u>Playground Aides</u>

Noon time playground aides will be assigned to cover all elementary (K-5) noon playground/noon recess duty. The playground aides will be assigned, in lieu of a teacher, to supervise all noon time children recess activity. After a playground aide training period, a certificated employee will be "on duty" to help if the playground aide should need assistance. "On duty" shall be defined as a teacher is available for assistance or can be reached for help, though the teacher need not be physically stationed on the playground.

A playground aide will be trained by the principal on his/her job duties. A teacher may be assigned to help, explain, show, and/or model playground supervision for the training effort of the playground aide. During the three (3) week training period per playground aide, a teacher may be assigned for no more than one (1) week of said training period. [i.e., three (3) teachers, one (1) week each].

K. <u>Intervention Assistance Teams (IATs)</u>

A teacher who is involved in an IAT shall be compensated in the following manner:

1. For IAT meetings held during the school day, a teacher shall be given release time from their regular teaching duties to perform the necessary IAT duties. In this case, the Board has agreed to provide a substitute for that period of time, if applicable.

A teacher will not be deprived of any preparation time for their regular instructional duties nor directed or expected to extend their day for IAT duties.

L. Instructional Day

The administration and teaching staff will develop a policy that ensures efficient time management of the teaching resources.

M. Class Size and Load

Class Size will not exceed the number of pupils per teacher as set forth below:

| Kindergarten | 18 students | |
|-----------------------|--------------|--|
| Elementary grades 1-3 | 23 students | |
| Elementary grades 4-6 | 25 students | |
| Casandary grades 7.0 | 1EO atudanta | |

Secondary grades 7-8 150 students per teacher per day Secondary grades 9-12 160 students per teacher per day

Students under IEPs shall count as 1.5 students whenever modifications are made by the regular classroom teacher for IEP students in their classroom.

Study halls, choir, and band will not be counted in class size and loads. Additionally, two (2) physical education classes may be combined.

When the number of students at any level exceeds the recommended class size as outlined above, a meeting, will be held with the building principal, the affected teacher, a teacher of the affected teacher's choice, and a special education teacher, if appropriate, to develop a resolution based upon the class composition of the affected teacher's classroom. The resolution may be the use of an aide in the classroom or compensation for class size overage. In classes K-5, for each student over the class size load mentioned above, administration, at its discretion,

will either assign an aide to the class for one (1) hour per day per pupil over the class size load or compensate the teacher in the amount of fifty dollars (\$50.00) per pupil, per quarter. This compensation will be paid on a nine (9) week basis. At any time during the school year, an employee with class size overage may request this procedure.

The District shall provide an aide at a minimum of two (2) hours per day for an employee who teaches a split class and requests such an aide.

N. Teacher Substitutes

Regularly employed teachers of the Seneca East Local Schools, when giving up their conference/planning time for class period coverage, will be paid dollars (\$18.00).

The building principal will submit the completed Teacher Substitute Form (Appendix D) to the Treasurer authorizing payment with a copy of the form to the teacher(s). Payment will be made each pay period by the Treasurer.

Although coverage is not mandatory, teachers will be expected to cooperate in assisting the administration with class coverage when substitutes are unavailable. In addition, the administration will make every effort to provide substitutes for all absent teachers.

A teacher who makes advance preparation for classroom coverage with another teacher, that teacher substitute will not be entitled to the prorated substitute pay compensation as outlined above.

O. College Credit Plus

A bargaining unit member who teaches an approved College Credit Plus course at Seneca East High School and/or Seneca East Middle School shall receive a stipend of four hundred dollars (\$400.00) per College Credit Plus course for each semester taught. The bargaining unit member shall also receive one (1) professional release day each year that he/she teaches a College Credit Plus course. A teacher shall receive a non-instructional planning period in addition to his/her regular scheduled planning period. If Administration cannot schedule a non-instructional planning period, the bargaining unit member shall receive an additional stipend of two thousand five hundred dollars (\$2,500.00).

P. Resident Educator Program

A Resident Educator Program for newly hired teachers ("residents") shall be implemented in accordance with Ohio Department of Education (ODE) guidelines. If a guideline conflicts with any provision of this Section, the parties will promptly

confer in an effort to resolve the issue. The principal and the mentor must agree on the assignment of mentor to resident.

The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual resident, and the assessment of skills and abilities of the resident for the purpose of attaining professional licensure.

The Resident Educator Program shall include the following elements:

Mentors

a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with this Agreement. The number of mentor positions, if feasible, shall equal the number of residents in the program. Mentors shall be employed under a one (1) year supplemental contract, which shall be automatically non-renewed at the end of the school year without any notice thereof or compliance with Article IV, Section H or R.C. 3319.11.

b. Qualifications

All bargaining unit members with more than three (3) years of successful full time classroom experience in the Seneca East School System shall be eligible to apply and fill a mentor position upon completion of the Resident Educator Program. Final selection of mentors will be made by the Superintendent/Designee in conjunction with the Association President.

c. Compensation and Work Load

The mentor supplemental salary of six hundred dollars (\$600) will be based upon the completion of the requirements of the Ohio Department of Education Resident Educator Program.

The Board will provide release time up to two (2) days per year per mentor to complete observations. These can be used in one-half (1/2) day segments.

d. Confidentiality

Any interaction, written or verbal, between the mentor and the resident shall not be used by the Board/Administration or the Association in termination or non-renewal actions. Any violation of

this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or Section 3319.16 of the Ohio Revised Code.

2. Residents

a. Compensation and Workload

The resident shall receive one hundred percent (100%) of the salary to which the resident is entitled under this Agreement. In addition, the resident shall be assured of adequate time during the work day to meet with the assigned mentor.

b. Confidentiality

No resident may be compelled to release information to the District regarding the resident's assessment by the ODE, nor may such information be used in the evaluation of the resident by District administrators. Any documents pertaining to the Resident Educator Program and the ODE assessment shall be confidential to the extent permitted by law.

c. Protection

No later than six (6) weeks after the initiation of the Resident Educator Program, the resident may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure and/or Section 3319.16 of the Ohio Revised Code. The new mentor shall receive a prorated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident who fails in the first year to successfully complete the Resident Educator Program, but who retains the appropriate teaching credentials, unless all applicable provisions of this Agreement relating to teacher evaluation and the non-renewal of contracts have been followed.

Notwithstanding Section 3319.11 of the Ohio Revised Code and all other applicable provisions of this Agreement relating to teacher evaluation and non-renewal of contracts, a resident who fails twice (or more often if the law changes) to successfully complete any year of the Resident Educator Program requirements may be non-renewed.

Q. <u>Local Professional Development Committee (LPDC)</u>

- 1. The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional activities for recertification and licensure as specified by Ohio Revised Code 3319 and OAC 3301-24.
- 2. The Association shall be held harmless in any suit, claim or administrative proceeding arising out of or connected to actions taken by the LPDC.
- 3. Composition:
 - a. The LPDC shall be comprised of a majority of practicing classroom teachers selected by the Seneca East Education Association.
 - b. The committee shall be comprised of six (6) members as follows:

Four (4) Teachers Two (2) Administrators

- 4. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one (1) of the administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.
- 5. Committee Structure:
 - a. There shall be one (1) LPDC.
 - b. The scope of the LPDC shall be District.

6. Definitions:

- a. A "classroom" teacher shall be defined as any bargaining unit member holding a valid Ohio teaching certificate/license issued by the Ohio Department of Education.
- b. A "principal, administrator or supervisor" shall be defined as any individual employed by the Seneca East Local School District for the majority of their assigned time as a principal, assistant principal, director, supervisor or coordinator who is not a member of the bargaining unit and who holds a valid administrator's or supervisor's certificate or license issued by the Ohio Department of Education.
- 7. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Seneca East Education Association.

8. Training and Compensation:

- a. The LPDC member shall be provided with on-going training as determined by the committee.
- b. LPDC members shall be compensated twenty dollars (\$20.00) per hour or a maximum of sixty dollars (\$60.00) per meeting.
- c. All LPDC members shall be reimbursed for all actual and necessary expenses incurred while performing any LPDC duties and responsibilities as approved by the District Treasurer.

9. Terms of Office:

The term of office for LPDC members shall be two (2) years. The terms of office shall be July 1 to June 30.

10. Employment Protection for LPDC Members:

- a. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.
- b. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Collective Bargaining Agreement.

11. Meetings:

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year the LPDC shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

12. Appeals:

- a. Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC in writing for review within ten (10) calendar days of the LPDC's decision. The staff member may re-submit an individual development professional plan in writing which will be considered by the LPDC.
- b. The LPDC shall reconvene within ten (10) working days after receipt of the staff member's reconsideration request and render its decision within ten (10) working days of the reconsideration meeting.

c. The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

13. Miscellaneous:

- a. The LPDC shall keep and retain records of its meetings, decisions and recommendations.
- b. The LPDC shall not have the authority to revise, change, delete or modify any article/provision of this Collective Bargaining Agreement, except as is provided for by 4117.10(c) or as provided by a term(s) of this Agreement.
- c. In the event of legislative action by the Ohio General Assembly that impacts in any way on the topic matter, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments.

R. <u>Labor Management Committee (LMC)</u>

The purpose of this committee is to provide a forum for discussion of matters or concerns to bargaining unit members of the Administration and to further develop positive working relationships. The LMC shall be encouraged to solve identified problems in a creative atmosphere using a consensus-based format. The Labor Management Committee shall be established under the guidelines and procedures of the Federal Mediation and Conciliation Service (FMCS). Training may be provided by the FMCS.

The Labor Management Committee shall consist of five (5) representatives of the teachers and five (5) representatives of the Board. The Superintendent will be the chairperson. The Association shall be responsible for the selection of the teacher representatives.

The LMC may meet as often as necessary upon mutual agreement. However, the LMC shall not meet less than two (2) times per school year.

The Labor Management Committee shall not take the place of the negotiations process. Decisions made by the Labor Management Committee shall not in any way alter the terms and conditions of employment set forth by the Collective Bargaining Agreement. No active grievance may be discussed.

S. <u>Complaints Against Staff Members</u>

Any person or group in the schools of this District has the right to present a request, suggestion, complaint, or grievance concerning District personnel, the program, or the operations of the District. At the same time, the Board has a duty to protect its staff from unnecessary harassment. It is the intent of the Board to provide a procedure for judging each public complaint and grievance in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the School District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

In most instances, complaints against staff members should first be presented by the complainant to the staff member involved. In an isolated instance where an administrator deems it necessary, the Administration may elect to meet and discuss with the complainant the issues surrounding a complaint or grievance involving a teaching staff member. The purpose of this meeting shall be an attempt to calm a complainant prior to the complainant meeting with the staff member. When appropriate, the administrator shall provide a verbal or written summary of the items discussed in the meeting.

First Level

If it is a matter specifically directed toward a teaching staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District rules and regulations.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

If the matter comes first to an administrator or Board member, he/she will make no commitments, and direct the complainant to discuss this with the staff member. This discussion will not constitute the first level of this procedure.

Second Level

If the matter cannot be satisfactorily resolved at the first level, it shall be discussed by the complainant with the building principal.

3. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a request for a conference shall be submitted to the Superintendent.

4. Fourth Level

Should the matter still not be resolved, or if it is beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request a hearing by the Board.

The complainant shall be advised, in writing, of the Board's decision, no more than fourteen (14) days following the hearing.

At all levels of this procedure the employee shall be notified of any and all conferences, and may elect to be present at each level of this procedure. An employee shall have the right to representation of his/her own choosing at the second, third and/or fourth levels of this procedure.

Complaints shall be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint. The employee has the right to make written responses to the complaint and findings from any and all conferences.

T. <u>Progressive Discipline</u>

- 1. No employee shall be disciplined except for just cause.
- 2. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employee's classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.
- 3. The steps of progressive discipline are:
 - a. Verbal Warning Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated. Verbal warnings may be removed from the employee's personnel file three (3) years from its placement therein.
 - b. Written Reprimand [Within one (1) calendar year of Verbal Warning]
 within ten (10) days of when the administrator knew or should have known of an offense warranting a written reprimand, the

administrator shall meet with the employee to discuss the offense. At the meeting, the teacher may be represented by a representative of the Association of his/her choice. Written Reprimands may be removed from the employee's file three (3) years from its placement therein.

- c. Suspension [Within one (1) calendar year of Written Reprimand] the Superintendent may suspend an employee without pay for up to five (5) work days. All suspensions may be removed from the employee's file five (5) years from its placement at the request of the employee.
- 4. In the case of suspension without pay for five (5) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of five (5) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
- 5. Discipline will be progressive and will be commensurate with the offense. However, disciplinary action may warrant deviation from the above-provided progressive discipline procedural order based upon the severity of the employee's misconduct as determined by the Administration.
- 6. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
- 7. At all steps of the disciplinary procedure, a bargaining unit member shall have the right to have an Association representative present.
- 8. Fringe benefits shall remain in effect during the time of any suspension under this Article.
- 9. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Step 2, Article II Grievance Procedure. Verbal warnings, written reprimands, and suspensions without pay may be appealed by the employee pursuant to the grievance procedure. However, verbal warnings may only be appealed through Step 2 of the grievance procedure. Terminations are not subject to the grievance procedure, but rather are governed solely by R.C. 3319.16 and 3319.161.
- 10. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by ORC 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.

U. Personnel Files

- 1. Any postemployment materials in a teacher's personnel file may be reviewed by the teacher. Said teacher will be entitled to have a representative of his/her choosing accompany him/her during such review.
- 2. The teacher will receive upon request one completed copy of all material in the file.
- 3. Anonymous letters or reports will not be included in any evaluation nor placed in the teacher's personnel file.
- 4. The teacher may respond in writing to any information contained in his/her personnel file and may have the response affixed to the information.
- 5. There will be only one official personnel file in the District. The employee will receive a copy of all disciplinary documents and written complaints placed in the official personnel file at the time of filing or shortly thereafter.

V. Employment of Retirees

- 1. This Article governs the terms and conditions of employment of any superannuate or "other system Retirant" (as those terms are statutorily defines for purposes of Section 3307.35 of the Ohio Revised code) whom the Board may regularly employ in a position that falls within the bargaining unit identified in Article I, Section A of this Agreement.
 - a. For placement purposes on the teachers' salary schedule, the employee will receive horizontal credit in accordance with the normal rules and will be vertically placed at Step 1 and will not be eligible to advance.
 - b. An employee employed under this Article will receive a one-year limited contract of employment (if after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will receive a new one-year limited contract. In no event will the employee qualify for a continuing contract or a multi-year contract.
 - c. Neither the evaluation procedures resulting from Article IV, Section B of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under Paragraph b. above will automatically non-renew at the end of the year without any notice thereof. The procedures and terms appearing in Article IV, Section

H of this Agreement and in Section 3319.11 of the Ohio Revised Code, including the post-non-renewal procedures appearing in Section 3319.11(G), shall not apply to any such contract non-renewal.

- d. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
- e. The employee is not eligible to participate in any insurance fringe benefits offered under Article V of this Agreement, except that the employee will be entitled to participate in benefits offered under Article V to the extent the STRS precludes the retiree from participating in STRS-provided insurance fringe benefits.
- f. The employee will in no event qualify for leave of absence, for severance under Article V, Section C and will accumulate no more than fifteen (15) days of sick leave per year.
- 2. The provisions of this Agreement supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

W. <u>Tuition Reimbursement</u>

All bargaining unit members shall be eligible for tuition reimbursement subject to the following conditions (all conditions must be met in order to be eligible for any reimbursement):

- 1. The Superintendent must approve the coursework by signing the Tuition Reimbursement Application prior to the first day of class.
- 2. The bargaining unit member must have at least one (1) year of full-time professional service in the District.
- 3. The course(s) must be graduate or undergraduate courses which are taken for college credit (CEU or contact hours are not reimbursable) and must fall into one or more of the following categories:
 - a. The course(s) directly relates to the bargaining unit member's teaching assignment,
 - b. The course(s) directly relates to any certification area listed on the individual's teaching certificate(s), and/or

- c. The course(s) is otherwise specifically approved by the Superintendent.
- 4. The bargaining unit member must receive a grade of "B" or better or receive a "pass" if the course is a "pass/fail" course.
- 5. The Board of Education will appropriate \$10,000.00 in each fiscal year (July 1-June 30) for tuition reimbursement for bargaining unit employees. Any amount unused shall revert back to the Board and shall not be carried over from year to year. Reimbursement is for tuition only, not for lab fees, books, parking, etc. In no case shall a bargaining unit member be reimbursed for more than his/her actual tuition for an approved course(s).
- 6. Employees will be reimbursed an amount calculated in accordance with the following formula: Tuition Fund total divided by the total number of semester hours (or equivalent quarter hours) taken by all employees multiplied by the number of reimbursable semester hours (or equivalent quarter hours) taken by each eligible employee.
- 7. Each bargaining unit member may be reimbursed for up to a maximum of nine (9) quarter hours or six (6) semester hours annually.
- 8. Courses must be completed during the current school year (September 1 through August 31). Bargaining unit members must submit documentation verifying the amount of tuition he/she paid along with written proof of his/her successful course completion in the form of an official transcript of completed credit at an accredited university, with a satisfactory grade as defined in this Article (i.e., "B" or "Pass") to the Treasurer on or before September 15. Failure to submit such documentation by September 15 will result in the employee being ineligible to receive tuition reimbursement. Reimbursement will be distributed on or before October 15.
- 9. Each bargaining unit member receiving reimbursement under this Article, prior to his/her receipt of such pay, shall agree that he/she will teach in the Seneca East Local School District for at least one (1) full school year following the receipt of such reimbursement. If such bargaining unit member fails to teach in the District for the required period, one half (½) the amount of such reimbursement received during the prior school year shall be deducted from said bargaining unit member's final pay or, if the funds in the bargaining unit member's final pay are insufficient to cover the amount of one half (½) of the reimbursement within thirty (30) days from the date on which he/she separated from employment with the Board.

ARTICLE V - SALARY AND FRINGE BENEFITS

A. Professional Leave Expenses

If a teacher is requested to attend a professional development activity or the District sponsors such activity, all expenses as specified in this Agreement shall be paid by the District. If necessary, a substitute will be provided at no charge to the teacher.

If the teacher elects to attend a professional activity and that activity relates to the teacher's IPDP or classroom assignment, the teacher may use professional days if approved by the Superintendent. If necessary, a substitute will be provided at no charge to the teacher.

Payment for all professional leave activities is contingent upon available funds.

Funding for Professional Leave:

- 1. Lodging up to \$150.00 per night.
- 2. Meals (only if an overnight stay is required) up to \$30.00 per day.
- 3. Miscellaneous expenses that include parking, tolls, etc.
- 4. Registration fees
- Mileage at the current IRS rate as of January 1

Employees who are selected to present at national conferences may request reimbursement in addition to items listed above (i.e., airfare, ride share services, etc.).

Reimbursement shall only be made with receipts which indicate a check or cash was used to pay expenses and must be submitted to the Treasurer's Office.

B. <u>STRS Pick-Up</u>

The Seneca East Board of Education agrees to implement the "pick-up" of all teaching employees' required contribution to the State Teachers Retirement System (STRS).

The Board will contribute, in addition to the employer's required contribution, an amount equal to each employee's contribution to the STRS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.

The Treasurer will prepare and distribute an addendum to each employee's contract which states: 1) that the employee's contract is being restated as consisting of a cash salary component and a "pick-up" component, which is equal to the employee's required contribution being "picked-up" by the Board on behalf

of the employee; 2) that the Board will contribute to the STRS an amount equal to the employee's required contribution to STRS for the account of each employee; and 3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and the "pick-up" component of the employee's restated salary.

C. <u>Severance Pay</u>

1. Eligibility:

Eligibility for severance shall be determined by the following criteria:

- a. each employee will have at least ten (10) years of District teaching experience.
- b. within ninety (90) days of the effective date of retirement, will notify the Superintendent of the intent to retire.
- c. provide documentation to the Treasurer of the first payment of State Teachers Retirement System benefits within ninety (90) days of receiving said benefits.
- d. The Treasurer shall pay the employee his/her severance pay in one (1) lump sum within thirty (30) days of receiving proof of the employee's receipt of STRS benefits. An employee shall, however, be afforded the opportunity to defer the maximum allowable amount of his/her severance pay into a 403(b) plan.

2. Benefit Calculation:

The amount of the benefit due an employee shall be calculated by:

- a. multiplying the employee's accrued but unused sick leave by one-fourth (1/4) [For the purposes of this provision only, sick leave accumulation shall be capped at two hundred forty (240) days.]
- multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule in effect on last paid day
- c. using the year in which the employee was on a full time contract or at the highest percentage of a yearly contract [i.e., Teachers who have been employed on reduced contracts for multiple years at fifty (50) plus/minus percent per year or have been increased to full time status.]

d. receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee

D. <u>Life Insurance</u>

The Board of Education shall provide all certificated employees on regular contract with fifty thousand dollars (\$50,000.00) in term life insurance.

E. Vision Insurance

The Board of Education shall pay the full premium cost for all full-time certificated employees and his/her family (if applicable) for a vision insurance plan which equals or exceeds the following specifications:

Examinations, lenses, and frames - once every twenty-four (24) months.

F. Dental Insurance

The Board of Education will pay 90% of the cost of the premium for all full-time certificated employees. The dental policy shall be a 100/80/80/60 coinsurance policy.

Employee contributions shall be deducted in equal increments from the first two (2) pays of each month.

G. Payment in Lieu of Medical Insurance

Any certificated employee who is eligible for Board medical insurance and elects to decline coverage shall be eligible for the following:

- An employee eligible for medical insurance, through the Board, may decline medical insurance and receive a lump sum of two thousand dollars (\$2,000.00) for every complete year in which the employee opts out of the Board's insurance coverage. The employee shall receive such payment on the 26th pay of the insurance contract year.
- 2. For district employees who are husband and wife, the Board shall pay 100% of the monthly premium for family health insurance. Such married couples will not be eligible for the two thousand dollars (\$2,000.00) outlined in G.1.
- Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff or any event outside the employee's control which causes loss of insurance shall be provided Board insurance coverage upon notification to the District Treasurer.

- 4. For purposes of this provision, a year shall run from September 1 to August 31.
- 5. The above payment in lieu of medical insurance shall not be subject to STRS contributions but shall be subject to all other applicable taxes.
- 6. Part-time employees are eligible for this option however on a pro-rated basis.

H. Health Insurance

1. The Board of Education shall contribute the following percentage of the premium based on the plan in which the employee enrolls:

| Single | 80% |
|------------------|-----|
| Single +1 | 80% |
| Single +Children | 80% |
| Family | 80% |

Employee contributions shall be deducted in equal increments from the first two (2) pays of each month.

Employees participating in the District wellness program may earn wellness dollars based upon coverage of up to \$750.00 for employee, \$875.00 for employee plus one and \$1,000.00 for family annually dependent upon levels and activities completed in the wellness program as follows:

| | Single | Single +One | Family/ |
|---|----------|-------------|----------------------|
| Wellness Activity | | | Single + Children |
| | | | Official |
| Vitality Health Survey (VHR) | \$ 25.00 | \$ 37.50 | \$ 50.00 |
| Vitality Check (Biometric Screening) | \$ 50.00 | \$ 75.00 | \$100.00 |
| | | | |
| Gold | \$175.00 | \$262.50 | \$350.00 |
| Platinum | \$500.00 | \$500.00 | \$500.00 |

Money will be deposited on the HRA card issued by the wellness administrator. Employees not covered by the Board's insurance plan may earn wellness dollars at the single employee rate.

The Board of Education has discretion to give a gift card(s) and/or other incentive(s) in the amount to be determined by the Board to the winner(s) of the fitness competition. The Board of Education also has discretion to give gift cards and/or other incentives in an amount to be determined by the Board to all of the participants and/or to a group of participants of the fitness competition.

2. A working spouse rule will take effect for teachers whose spouse works for another employer.

Eligibility will be determined based on the following guidelines:

- a. If your spouse is eligible for health insurance through his/her employer, he/she must enroll in, at least, a single coverage plan,
- b. If eligible, your spouse must enroll in his/her employer's plan during the next open enrollment period,
- c. Insurance under Seneca East's plan will only provide secondary coverage to your spouse's employer's plan,

Your spouse is exempt from this requirement if:

- a. Your spouse does not have access to employer health insurance.
- b. Your spouse would be required to contribute more than three hundred fifty dollars (\$350.00) per month for his/her plan.
- c. Your spouse is currently retired, eligible for Medicare, but not on retirement system program.
- 3. The Board retains the right to secure the lowest price for the coverage through a vendor of their choice, through competitive bidding and to implement cost saving measures as long as the basic coverage is not changed during the contract period.
- 4. Pre-Tax Contribution by Participants

The Board will implement a plan under and in conformance with Section 125 of the Internal Revenue Code that provides for the payment of an employee's share of the monthly premium with pre-tax dollars. The employee's share for each month shall be divided in half and deducted twice monthly through payroll deductions: no premium deduction will be made from a third pay scheduled during any given month. This plan will be administered by a company selected by the Board.

5. Joint Health Care Committee

The Joint Health Care Committee shall consist of four (4) members - two (2) teachers and two (2) administrators. Selection of the teachers will be made by the Seneca East Education Association President. The selection of the Administrative members will be made by the Superintendent.

The Joint Health Care Committee shall meet monthly during the school year to review all complaints, act as a liaison to the insurance company and advocate on behalf of the employees as it relates to the Health Care Plan of the District.

Joint Wellness Committee

The Joint Wellness Committee shall meet to develop programs to assist the employee to develop health improvement plans. The Joint Wellness Committee shall consist of an equal number of teachers and administrators.

I. <u>Insurance for Part-Time Employees</u>

For the purpose of this Section, all insurance benefits offered by the Seneca East Local School District shall be in direct proportion to the employee's employment status. For example, half-time employees shall be eligible for 50% of benefits and so forth. This language would be in place for all insurance benefits.

J. Payroll Procedures

- 1. The Treasurer of the District shall make the following deductions:
 - a. Federal, State, and Local Taxes
 - b. STRS
 - c. District Insurance Contributions
 - d. Individual Insurance
 - e. Tax Sheltered Annuities
 - f. Financial Institution
 - g. SEEA, NWOEA, OEA & NEA Dues
 - h. FCPE Contributions deductions will be made from the first payroll check of each month.

2. Direct Deposit

All employees will have their payroll check direct deposited. Supplemental positions will not be eligible for the direct deposit program. All employees will receive their payroll deposit slips by email.

Fair Share Fee

The Board and the Association understand and agree that the deduction of fair share fees is not permissible at this time. Language from 2016-2019 contract Section J Item 3 will be reinserted into this Negotiated Agreement if Fair Share becomes legal during the term of this Agreement.

4. Tax Sheltered Annuities and Individual Annuities

In order for the Board to recognize an annuity company, at least five (5) employees must utilize the company and select the same plan (i.e., all employees must select either the pre- or post-tax option).

5. Individual Insurance

The insurance companies for which deductions will be made shall be restricted to those companies for which deductions are being made as of the ratification date of this Agreement. A new company may only be added when five (5) or more employees indicate a desire for the addition of a particular company.

K. <u>Salary Schedule</u>

Effective for the 2022-2023 school year, the starting salary on the Teachers' Salary Schedule shall be \$37,014 (see Appendix A-1). Effective for the 2023-24 school year, the starting salary on the Teachers' Salary Schedule shall be \$38,124 (see Appendix A-2). Effective for the 2024-25 school year, the starting salary on the Teachers' Salary Schedule shall be \$39,268 (see Appendix A-3).

A teacher shall notify the Superintendent in writing by August 1 when said teacher has completed additional coursework which would qualify him/her for another column on the salary schedule or tenure. A meeting between the teacher and Superintendent may be held after the Superintendent is notified of the change in the teacher's status. An official transcript from the college or university shall be submitted to the Superintendent.

Coursework shall be related to the field of education, the bargaining unit member's area(s) of certification/licensure, or shall be taken in furtherance of an education degree or to add another area of licensure. All courses must be approved by the LPDC Committee to be consistent with the Individual's IPDP and then the Superintendent prior to official enrollment in the course.

If a bargaining unit member completes coursework that has not been submitted for the Superintendent's prior approval, he/she shall be required to wait one (1) year before receiving column movement on the Teacher Salary Schedule. If the transcript is filed with the Superintendent on or before September 15, the teacher will be advanced to the appropriate column effective with the beginning of the school year. Effective with the second semester, a teacher will be advanced to the appropriate column if the transcript is filed with the Superintendent after September 15 and prior to January 15.

Should an official transcript not be available by September 15 or January 15 respectively, a grade slip or letter from the registrar's office will suffice until such time as the transcript is available.

The schedule shall include five columns as follows:

| 1) | B.A. | - | Bachelor's Degree | |
|----|------|---|-------------------|--|
| | | | | |

- 2) B.A. + 15 Bachelor's Degree plus 15 semester hours
- 3) M.A. Master's Degree
- 4) M.A. + 15 Master's Degree plus 15 semester hours earned after receiving the Master's Degree
- 5) MA + 30 Master's Degree plus 30 semester hours earned after receiving the Master's Degree

Quarter hours shall be converted into semester hours utilizing the following formula:

quarter hours \div 1.5 hours = semester hours

L. <u>Supplemental Salary Schedule</u>

Individuals who are employed to serve in extra-curricular positions shall be compensated in accordance with the Supplemental base rate and the Supplemental Schedule which is attached hereto as Appendix B. The salary shall be calculated by multiplying the percentage on the attached Appendix B by the base salary on Appendix A on the teacher salary schedule. In the event an athletic team qualifies for a post-season contest (for example, playoffs for Football or Districts for Volleyball) the Head Coach of that team shall receive an additional stipend of two hundred and fifty dollars (\$250.00) and the Assistant Coach shall receive an additional stipend of one hundred and fifty dollars (\$150.00). For example, if the Volleyball Team qualifies for Districts and Regionals, the Head Volleyball Coach shall receive two stipends of two hundred and fifty dollars (\$250.00) and the Assistant Volleyball Coach shall receive two stipends of one hundred and fifty dollars (\$150.00). Additionally, the Band Director shall receive an additional stipend of two hundred and fifty dollars (\$250.00) for each post-season contest that the Football team qualifies for. In no case shall a Head Coach or Assistant Coach receive a stipend for an athletic competition that the athletic team

automatically advances to for example Sectionals for Volleyball, Basketball, Softball, Baseball and Golf.

Individuals employed to fill supplemental positions shall be offered a one (1) year limited contract as defined by 3319.11 of the Ohio Revised Code. Notwithstanding these provisions, a supplemental contract shall automatically expire on the date stated thereon, unless the Board, upon recommendation of the Superintendent, takes action to offer the employee a renewal of such supplemental contract.

An individual offered a supplemental contract pursuant to this provision shall execute and return such contract to the Treasurer of the Board within twenty-one (21) calendar days of receipt of such contract. Failure to execute and timely return the contract as required herein shall constitute a rejection of such offer of employment. After execution and receipt by the Treasurer, no individual may resign from such contract unless released by the Board.

All extra-curricular supplemental duties shall be performed outside of student instructional time.

- * Supplemental Base Salaries:
 - 2022-23 \$33,491
 - 2023-24 \$33,825
 - 2024-25 \$34,163

M. Compensation for Course of Study Writing

Any teacher involved in curriculum work (i.e., course of study writing or revision, textbook selection) shall either be compensated at an hourly rate of twenty dollars (\$20.00) or provided release time during their regular school day. The teachers performing the curriculum work shall maintain a record of the amount of time involved in its completion. If the teacher is being compensated at an hourly rate, the work shall not be performed during the regular work day. The work shall be posted as a supplemental position and any employee selected will be given at least thirty (30) days notice prior to the start of the work. Within thirty (30) days of the completion of the work, the teacher shall receive full compensation for the time submitted.

N. <u>Integrated Classrooms</u>

The Board recognizes the need to preserve the education balance in classrooms. The following shall apply to members who have or will have one (1) or more special needs students included into their classes:

1. Each member at each grade level shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting special needs students before assignment to the member's classroom.

2. The receiving member(s) at the appropriate level has the right to be present at any placement committee meeting. This includes the annual IEP review.

Said time will be compensated in the following manner:

- a. release time from regular teaching duties, or
- b. paid twenty dollars (\$20.00) per hour per meeting.
- 3. All teachers involved with students with IEPs will be members of the IEP team for that student and will be invited to the student's IEP conferences consistent with parental rights under the law.
- 4. The impact of an included student on class size will be discussed as part of the IEP conference, and included students will be counted as one and one-half (1-1/2) students for the purposes of student count.
- 5. Inclusion is defined as the provision of education and supplemental services to all special education students in regular classroom seating for all or substantial part of the school day. Mainstreaming is defined as the practice of including students assigned to a special education program in some regular classroom activities.
- 6. Special Education students assigned to regular classrooms shall, to the extent reasonably possible, be equitably assigned to classrooms at each grade and/or subject level.
- 7. The Board will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student, including custodial care services.

O. <u>National Board Certification</u>

A teacher who completes the National Board Certification process, including assessment, will be reimbursed for the cost of the program upon submission of all receipts relevant to the National Board Certification to the District's Treasurer. Reimbursement for the completion of the National Board Certification process is not contingent upon being selected by the National Board for Professional Teaching Standards for National Board Certification.

Upon notification by the National Board for Professional Teaching Standards, a teacher that achieves National Board Certification shall receive a one-time one thousand dollar (\$1,000.00) stipend from the Board.

ARTICLE VI - DURATION OF AGREEMENT

The Board of Education and Association agree that this represents the complete contract between the parties, and said contract shall remain in full force and effect from July 1, 2022 through June 30, 2025, both dates inclusive. *

Seneca East Board of Education

Seneca East Education Association

Adams Seneca East Education Association

Adams Seneca East Education Association

Seneca East Education Association

Adams Seneca East Education Association

SEEA President

SEEA President

Negotiations Chairperson

3/10/2622

3/2/23

Date

APPENDIX A-1

SENECA EAST LOCAL SCHOOLS SALARY SCHEDULE

| | 33492 | | 2022-202 | 3 | |
|------|-------|-------|----------|-------|-------|
| Step | BA | BA+15 | Masters | MA+15 | MA+30 |
| 0 | 37014 | 40497 | 43228 | 45755 | 48145 |
| 1 | 37014 | 40497 | 43228 | 45755 | 48145 |
| 2 | 38448 | 42136 | 45038 | 47633 | 50023 |
| 3 | 39882 | 43775 | 46848 | 49511 | 51901 |
| 4 | 41316 | 45414 | 48657 | 51389 | 53779 |
| 5 | 42750 | 47053 | 50467 | 53267 | 55657 |
| 6 | 44184 | 48692 | 52277 | 55145 | 57535 |
| 7 | 45618 | 50331 | 54087 | 57023 | 59413 |
| 8 | 47053 | 51970 | 55896 | 58901 | 61291 |
| 9 | 48487 | 53608 | 57706 | 60779 | 63169 |
| 10 | 49921 | 55247 | 59516 | 62657 | 65047 |
| 11 | 51355 | 56886 | 61325 | 64535 | 66925 |
| 12 | 52789 | 58525 | 63136 | 66413 | 68804 |
| 13 | 52789 | 58525 | 63136 | 66413 | 68804 |
| 14 | 52789 | 58525 | 63135 | 66413 | 68803 |
| 15 | 54223 | 60164 | 64945 | 68291 | 70681 |
| 16 | 54223 | 60164 | 64945 | 68291 | 70681 |
| 17 | 54223 | 60164 | 64945 | 68291 | 70681 |
| 18 | 55657 | 61804 | 66755 | 70169 | 72559 |
| 19 | 55657 | 61804 | 66755 | 70169 | 72559 |
| 20 | 55657 | 61803 | 66755 | 70169 | 72559 |
| 21 | 57092 | 63443 | 68564 | 72047 | 74438 |
| 22 | 57092 | 63443 | 68564 | 72047 | 74438 |
| 23 | 57091 | 63442 | 68564 | 72047 | 74437 |
| 24 | 58525 | 65082 | 70374 | 73925 | 76315 |
| 25 | 58525 | 65082 | 70374 | 73925 | 76315 |
| 26 | 58525 | 65081 | 70374 | 73925 | 76315 |
| 27 | 59959 | 66721 | 72183 | 75804 | 78193 |
| 28 | 59959 | 66721 | 72183 | 75804 | 78193 |
| 29 | 59960 | 66720 | 72184 | 75804 | 78193 |
| 30 | 61394 | 68359 | 73993 | 77681 | 80072 |
| 31 | 61394 | 68359 | 73993 | 77681 | 80072 |
| 32 | 61394 | 68359 | 73993 | 77681 | 80072 |
| 33 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 34 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 35 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 36 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 37 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 38 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 39 | 62863 | 70038 | 75848 | 79604 | 81996 |
| 40 | 62863 | 70038 | 75848 | 79604 | 81996 |

APPENDIX A-2

SENECA EAST LOCAL SCHOOLS SALARY SCHEDULE

| | 33827 | | 2023-2024 | 4 | |
|------|-------|-------|-----------|-------|-------|
| Step | BA | BA+15 | Masters | MA+15 | MA+30 |
| 0 | 38124 | 41712 | 44525 | 47128 | 49590 |
| 1 | 38124 | 41712 | 44525 | 47128 | 49590 |
| 2 | 39601 | 43400 | 46389 | 49062 | 51524 |
| 3 | 41078 | 45088 | 48253 | 50996 | 53458 |
| 4 | 42556 | 46776 | 50117 | 52931 | 55393 |
| 5 | 44033 | 48464 | 51981 | 54865 | 57327 |
| 6 | 45510 | 50152 | 53845 | 56799 | 59261 |
| 7 | 46987 | 51840 | 55709 | 58734 | 61196 |
| 8 | 48464 | 53529 | 57573 | 60668 | 63130 |
| 9 | 49941 | 55217 | 59437 | 62602 | 65064 |
| 10 | 51418 | 56905 | 61301 | 64537 | 66999 |
| 11 | 52896 | 58593 | 63165 | 66471 | 68933 |
| 12 | 54372 | 60281 | 65030 | 68405 | 70868 |
| 13 | 54372 | 60281 | 65030 | 68405 | 70868 |
| 14 | 54372 | 60281 | 65029 | 68405 | 70867 |
| 15 | 55850 | 61969 | 66893 | 70340 | 72801 |
| 16 | 55850 | 61969 | 66893 | 70340 | 72801 |
| 17 | 55850 | 61969 | 66893 | 70340 | 72802 |
| 18 | 57327 | 63658 | 68757 | 72275 | 74736 |
| 19 | 57327 | 63658 | 68757 | 72275 | 74736 |
| 20 | 57327 | 63658 | 68757 | 72274 | 74736 |
| 21 | 58804 | 65346 | 70621 | 74208 | 76671 |
| 22 | 58804 | 65346 | 70621 | 74208 | 76671 |
| 23 | 58804 | 65346 | 70621 | 74208 | 76670 |
| 24 | 60281 | 67034 | 72485 | 76143 | 78604 |
| 25 | 60281 | 67034 | 72485 | 76143 | 78604 |
| 26 | 60281 | 67034 | 72485 | 76143 | 78605 |
| 27 | 61758 | 68722 | 74349 | 78078 | 80539 |
| 28 | 61758 | 68722 | 74349 | 78078 | 80539 |
| 29 | 61758 | 68722 | 74349 | 78078 | 80539 |
| 30 | 63236 | 70410 | 76213 | 80011 | 82474 |
| 31 | 63236 | 70410 | 76213 | 80011 | 82474 |
| 32 | 63236 | 70410 | 76213 | 80011 | 82474 |
| 33 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 34 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 35 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 36 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 37 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 38 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 39 | 64749 | 72139 | 78124 | 81992 | 84456 |
| 40 | 64749 | 72139 | 78124 | 81992 | 84456 |

APPENDIX A-3

SENECA EAST LOCAL SCHOOLS SALARY SCHEDULE

|] | 34165 | | 2024-2029 | 5 | |
|------|-------|-------|-----------|-------|-------|
| Step | BA | BA+15 | Masters | MA+15 | MA+30 |
| 0 | 39268 | 42963 | 45861 | 48541 | 51077 |
| 1 | 39268 | 42963 | 45861 | 48541 | 51077 |
| 2 | 40789 | 44702 | 47781 | 50534 | 53070 |
| 3 | 42311 | 46440 | 49701 | 52526 | 55062 |
| 4 | 43832 | 48179 | 51621 | 54519 | 57054 |
| 5 | 45354 | 49918 | 53541 | 56511 | 59047 |
| 6 | 46875 | 51657 | 55460 | 58503 | 61039 |
| 7 | 48397 | 53396 | 57380 | 60496 | 63031 |
| 8 | 49918 | 55134 | 59300 | 62488 | 65024 |
| 9 | 51439 | 56873 | 61220 | 64480 | 67016 |
| 10 | 52961 | 58612 | 63140 | 66473 | 69009 |
| 11 | 54482 | 60351 | 65060 | 68465 | 71001 |
| 12 | 56003 | 62090 | 66981 | 70457 | 72994 |
| 13 | 56003 | 62090 | 66981 | 70457 | 72994 |
| 14 | 56003 | 62090 | 66980 | 70458 | 72993 |
| 15 | 57525 | 63828 | 68900 | 72450 | 74985 |
| 16 | 57525 | 63828 | 68900 | 72450 | 74985 |
| 17 | 57525 | 63828 | 68900 | 72450 | 74986 |
| 18 | 59046 | 65567 | 70820 | 74443 | 76978 |
| 19 | 59046 | 65567 | 70820 | 74443 | 76978 |
| 20 | 59047 | 65567 | 70820 | 74442 | 76978 |
| 21 | 60569 | 67306 | 72740 | 76434 | 78971 |
| 22 | 60569 | 67306 | 72740 | 76434 | 78971 |
| 23 | 60568 | 67306 | 72740 | 76435 | 78970 |
| 24 | 62090 | 69045 | 74660 | 78427 | 80963 |
| 25 | 62090 | 69045 | 74660 | 78427 | 80963 |
| 26 | 62090 | 69045 | 74660 | 78427 | 80963 |
| 27 | 63611 | 70784 | 76579 | 80420 | 82955 |
| 28 | 63611 | 70784 | 76579 | 80420 | 82955 |
| 29 | 63611 | 70784 | 76580 | 80420 | 82955 |
| 30 | 65133 | 72522 | 78499 | 82412 | 84948 |
| 31 | 65133 | 72522 | 78499 | 82412 | 84948 |
| 32 | 65133 | 72522 | 78499 | 82412 | 84948 |
| 33 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 34 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 35 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 36 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 37 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 38 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 39 | 66691 | 74303 | 80467 | 84451 | 86990 |
| 40 | 66691 | 74303 | 80467 | 84451 | 86990 |

APPENDIX B

SENECA EAST LOCAL SCHOOLS SUPPLEMENTAL SALARY SCHEDULE

| POSITION | Years of Experience | | | | | | | |
|--------------------------------------|------------------------|----------------|-------|-------|--------|--------|--------|--------|
| | 0 | 1 | 2 | 3 | 6 | 9 | 12 | 20 |
| Supplemental Position | | | | | | | | |
| ATHLETICS | | | | | | | | |
| Athletic Director | 19% | 20% | 21% | 22% | 23% | 24% | 25% | 26% |
| Events Manager | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| High School Cheerleading (2 | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| seasons) | C = 0.4 | 5 5 0 / | 0.50/ | 0.50/ | 40 50/ | 44.50/ | 40 50/ | 40 50/ |
| Junior High Cheerleading (2 seasons) | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| FOOTBALL | | | | | | | | |
| Head Football | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% | 20.0% |
| Assistant Football (4) | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Junior High Football-Head | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Junior High Football-Assistant | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| CROSS COUNTRY | | | | | | | | |
| Varsity Boys' Cross Country | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Junior High Boys' Cross Country | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Varsity Girls' Cross Country | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Junior High Girls' Cross Country | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Varsity Cross Country (If one team) | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% |
| Junior High-Only One Team | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| GOLF | | | | | | | | |
| Varsity Boys' Golf | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Varsity Girls' Golf | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Varsity - Only One Team | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% |
| VOLLEYBALL | | | | | | | | |
| Head Volleyball | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% | 20.0% |
| Assistant Volleyball | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Freshmen Volleyball | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Junior High Volleyball - 8th | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Junior High Volleyball - 7th | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| BOYS' BASKETBALL | | | | | | | | |
| Boys' Varsity Basketball | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% | 20.0% |
| Boys' Assistant Basketball | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Boys' Freshmen Basketball | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Boys' Junior High Basketball - 8th | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Boys' Junior High Basketball - 7th | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |

| POSITION | Years of Experience | | | | | | | |
|--|------------------------|--------|--------|--------|---------|--------|---------|--------|
| | 0 | 1 | 2 | 3 | 6 | 9 | 12 | 20 |
| GIRLS' BASKETBALL | | | | | | | | |
| Girls' Varsity Basketball | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% | 20.0% |
| Girls' Assistant Basketball | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Girls' Freshmen Basketball | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Girls' Junior High Basketball - 8th | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Girls' Junior High Basketball - 7th | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| WRESTLING | | | | | | | | |
| Head Wrestling | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% |
| Assistant Wrestling | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| Junior High Wrestling | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| BASEBALL | 10.00/ | 11.00/ | 12.00/ | 12.00/ | 14.00/ | 15 00/ | 1.6.007 | 17.00/ |
| Head Baseball | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% |
| Assistant Baseball | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| Traveling Baseball (2 coaches) | 3.5% | 4.0% | 4.5% | 5.0% | 5.5% | 6.0% | 6.5% | 7.0% |
| Freshmen Baseball | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| SOFTBALL | 40.00/ | 44.00/ | 40.00/ | 12.00/ | 4.4.00/ | 45.00/ | 16.00/ | 47.00/ |
| Head Softball | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% |
| Assistant Softball | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| Traveling Softball (2 coaches) | 3.5% | 4.0% | 4.5% | 5.0% | 5.5% | 6.0% | 6.5% | 7.0% |
| Freshmen Softball | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| BOYS' TRACK | 40.00/ | 44.00/ | 40.00/ | 12.00/ | 4.4.00/ | 45.00/ | 16.00/ | 47.00/ |
| Head Boys' Track | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% |
| Assistant Boys' Track | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| Junior High Boys' Track | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| GIRLS' TRACK | | | | | | | | |
| Head Girls' Track | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% |
| Assistant Girls' Track | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| Junior High Girls' Track | 6.5% | 7.5% | 8.5% | 9.5% | 10.5% | 11.5% | 12.5% | 13.5% |
| Assistant HS Track (boys & girls combined) | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |

| POSITION | Years of Experience | | | | | | | |
|---|------------------------|---------|-------|-------|-------|-------|-------|-------|
| | 0 | 1 | 2 | 3 | 6 | 9 | 12 | 20 |
| NHS | 2.0% | 3.0% | 4.0% | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% |
| JH Quiz Bowl | 2.0% | 3.0% | 4.0% | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% |
| Quiz Bowl Co-Advisor (each) | 2.5% | 3.5% | 4.5% | 5.5% | 6.5% | 7.5% | 8.5% | 9.5% |
| * Robotics | 2.5% | 3.5% | 4.5% | 5.5% | 6.5% | 7.5% | 8.5% | 9.5% |
| Club | | | | | | | | |
| Freshman Advisor | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% |
| Sophomore Advisor | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% | 2.5% |
| Junior Advisor | 5.5% | 6.0% | 6.5% | 7.0% | 7.5% | 8.0% | 8.5% | 9.0% |
| Senior Advisor | 5.5% | 6.0% | 6.5% | 7.0% | 7.5% | 8.0% | 8.5% | 9.0% |
| High School Student Council | 3.0% | 4.0% | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% | 10.0% |
| Junior High Student Council | 2.0% | 3.0% | 4.0% | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% |
| High School Science Club | 3.0% | 3.5% | 4.0% | 4.5% | 5.0% | 5.5% | 6.0% | 6.5% |
| Junior High Science Club | 1.5% | 2.0% | 2.5% | 3.0% | 3.5% | 4.0% | 4.5% | 5.0% |
| * Spanish Club | 1.0% | 2.0% | 3.0% | 4.0% | 5.0% | 6.0% | 7.0% | 8.0% |
| SAAD | 2.5% | 3.5% | 4.5% | 5.5% | 6.5% | 7.5% | 8.5% | 9.5% |
| Misc. Positions | | | | | | | | |
| Tech Integration Specialist | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% |
| High School Yearbook Manager | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% |
| High School Yearbook Financial Manager | 4.0% | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% |
| Musical Director | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% |
| Assistant Musical Director | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% |
| Prom Advisor | 5.5% | 6.0% | 6.5% | 7.0% | 7.5% | 8.0% | 8.5% | 9.0% |
| Pep Club | 2.5% | 3.5% | 4.5% | 5.5% | 6.5% | 7.5% | 8.5% | 9.5% |
| * Show Choir Director | 9.0% | 10.0% | 11.0% | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% |
| * Marching Band Director | 12.0% | 13.0% | 14.0% | 15.0% | 16.0% | 17.0% | 18.0% | 19.0% |
| * Jazz Band Director | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% | 10.0% | 11.0% | 12.0% |
| * Pep Band | \$550.00 | | | | | | | |
| Mentor Program | \$600.00 | | | | | | | |
| PBIS Core Team (Max of 5) | \$600 | | | | | | | |
| PBIS Building Reps (Max of 14) | \$150 | | | | | | | |
| Detention (after school and Saturday) | \$10/hour on ti | mesheet | | | | | | |
| Tutors | \$20/hour on ti | mesheet | | | | | | |
| * Must be filled by the current | | | | | | | | |
| teacher | | | | | | | | |

SAMPLE ACTUAL FORM AVAILABLE FROM SEEA GRIEVANCE PROCEDURE ARTICLE II

SENECA EAST LOCAL SCHOOLS GRIEVANCE REPORT FORM

| | GRIEVANCE # | DATE FILED |
|--------|---|------------|
| | NAME OF GRIEVANT | |
| | BUILDING | |
| | ASSIGNMENT | |
| | | |
| | | STEP ONE |
| Date (| Cause of Grievance Occurred | |
| | | |
| 1. | Statement of Grievance: | |
| _ | 5 11 4 6 1 1 . | |
| 2. | Relief Sought: | |
| | | |
| Siana | ture of Grievant | Date |
| Sigria | ture or Grievant | Date |
| | | 10 |
| Dispo | sition by Immediate Supervisor/P | rine: |
| - 1 | ., | ~\O. |
| | | |
| Signa | ture of Supervisor/Princip?′ | |
| | | |
| | | , ÉP TWO |
| Positi | on of Grievant: | |
| | | |
| Siana | ture of Grievant | Date |
| Oigila | tare or Grievant | Baic |
| Dispo | sition by Superintendent: | |
| - 1 | , | |
| | | |
| Signa | ture of Grievant | Date |
| | | |
| Appea | al to Arbitration | |
| | | |
| Signa | ture of Grievant | Date |
| oigila | tale of Olievant | Daie |
| Signa | ture of Association President | Date |

APPENDIX D

TEACHER SUBSTITUTE FORM To be completed by the Building Principal

| TEACHER ABSE | NT | | DATE |
|-----------------|------------|------|------------------|
| PERIOD | COVERED BY | | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | <u> </u> |
| 6 | | | <u> </u> |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| | | | |
| | PRINCIPAL | | DATE |
| | | | <i>□</i> , (□ |

APPENDIX E

SENECA EAST LOCAL SCHOOLS ASSAULT LEAVE FORM

| EMPLOYE | EE NAME | | ID# | |
|------------|-----------------------------|---------------------|------|-------|
| | Γ REPORT | TIME_ | | |
| LO | CATION | | | |
| | SAULT DETAILS | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | TNESS(ES) me | Address | | Phone |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Incident F | Report filed with appropria | | | |
| | report filed with approprie | ne legal admonites. | | |
| EM | IPLOYEE SIGNATURE | | DATE | |
| WI | TNESS | | DATE | |
| PR | RINCIPAL/SUPERINTENI | DENT SIGNATURE | DATE | |

SICK LEAVE DONATION REQUEST FORM

The Seneca East Local School District Board of Education ("Board of Education" or "Board") and the Seneca East Education Association ("Association") have agreed to permit eligible members of the Association to donate sick leave in accordance with the applicable provisions of the Negotiated Agreement between the Board of Education and the Association.

The purpose of this program is to allow individual employees to donate up to a maximum of five (5) days of their accumulated sick leave to an individual who has experienced a personal catastrophic illness or injury. All requests for donated sick leave must be approved by the Association. Requests for donations are limited to sixty (60) days per school year total. Such days shall not be carried over from year to year.

Guidelines for Donation of Sick Leave:

- A teacher must have at least fifty (50) accumulated sick days in order to make a donation.
 A teacher may donate up to a maximum of five (5) sick days.
- 3. Refer to Article III, Section A (Sick Leave) of the Negotiated Agreement between the Board of Education and the Association for further guidance.

| I HAVE READ THE ABOVE INFORM OF SICK LEAVE. | ATION AND AGREE TO DONATE DAYS |
|---|----------------------------------|
| I CURRENTLY HAVE A TOTAL OF _ | DAYS OF ACCUMULATED SICK LEAVE. |
| DATE | NAME OF EMPLOYEE MAKING DONATION |
| | SIGNATURE |

THIS FORM SHOULD BE RETURNED TO THE TREASURER OF THE SENECA EAST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

APPENDIX G

SICK LEAVE DONATION FORM

| EMPL | LOYEE'S NAME | |
|-------------|---|----------|
| I AM | REQUESTING NUMBER OF DAYS FROM THE SICK LEAVE BANK. | |
| THE | REASON I AM REQUESTING SICK LEAVE IS: | |
| | | |
| 1. | I UNDERSTAND THAT THE ASSOCIATION HAS DISCRETION TO GRANDENY MY REQUEST FOR DONATED SICK LEAVE. | NT OR |
| 2. | I UNDERSTAND THAT MY REQUEST FOR DONATED SICK LEAVE WILL BE CONSIDERED IF THERE ARE SICK DAYS DONATED BY FE | |
| 3. | MEMBERS OF THE SENECA EAST EDUCATION ASSOCIATION. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EX THE NUMBER OF DAYS THAT HAVE BEEN DONATED. | CEED |
| 4. | I HAVE READ THE GUIDELINES FOR THE USE OF DONATED SICK LA THE NEGOTIATED AGREEMENT BETWEEN THE SENECA EAST L SCHOOL DISTRICT BOARD OF EDUCATION AND THE SENECA EDUCATION ASSOCIATION. | OCAL |
| 5. | I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE DONATED SICK L DURING MY CURRENT CONTRACT OR CURRENT CONTRACT YEAR. | EAVE |
| LEAV | E READ AND AGREE TO ALL OF THE ABOVE STATEMENTS AND ARTIC ES, SECTION A, SICK LEAVE OF THE NEGOTIATED AGREEMENT BET SENECA EAST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND ECA EAST EDUCATION ASSOCIATION. | NEEN |
| DATE | NAME OF PERSON MAKING REQUEST | <u> </u> |
| BARC FOR | E MAY BE WITHHELD ON DONATION REQUEST FORM SUBMITTED TO O GAINING UNIT MEMBERS UPON REQUEST OF PERSON MAKING REQ SICK LEAVE BANK. DODO NOT REQUEST THAT MY NAME BE WITHHELD. | |
| DATE | APPROVED BY THE ASSOCIATION | NC |

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE SENECA EAST EDUCATION ASSOCIATION PRESIDENT.

SENECA EAST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Coursework Approval / Pay Scale Advancement / Tuition Reimbursement Seneca East Local Schools Required Paperwork and Documentation

This form **MUST** be completed and approved prior to the start of the course.

Complete a separate form for each course.

Per the Negotiated Agreement all coursework to be used to advance on the pay scale or for licensure purposes must be approved by the LPDC

and the Superintendent. Furthermore, all coursework must be related to the field of education, licensure, or in the furtherance of an educational degree to add an area of licensure. Date Name State one or two professional goals related to the coursework seeking approval: College or University Course Name Course Number Number of Sem. Hours Start/End Dates **Total Cost** Relationship of course to teacher assignment J∩ area(s) listed on teacher certificate: Will this course be used tow ic on the pay scale? Yes No If 'Yes" indicate the level vo inis coursework toward advance to: **BA+15** MA MA+15 MA+30 * You must give written notice to the Superintendent by August 1 when you have/or expect to have completed all the needed coursework to qualify for the above advancement on the salary schedule. Upon Completion of the course you must submit the following to the District Treasurer: Official/Sealed transcript (by September 15 for advancement to be effective at the start of the year) Receipt or Payment Verification (by September 15 for reimbursement in October) Failure to submit such documentation by September 15 will result in the employee being ineligible to receive tuition reimbursement. Reimbursement will be distributed on or before October 15. LPDC: Superintendent Date