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NEGOTIATIONS AGREEMENT

between the

SOUTHWEST LOCAL CLASSROOM TEACHERS' ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

SOUTHWEST LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

EFFECTIVE:
AUGUST 1, 2024 THROUGH JULY 31, 2027

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ARTICLE I:
RECOGNITION

1.01 ASSOCIATION RECOGNITION

The Southwest Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Southwest Local Classroom Teachers Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional representative for all certificated employees who are under contract with this Board or on leave of absence, excluding substitute teachers and administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge teachers. Preschool teachers are excluded from the bargaining unit.

1.02 MANAGEMENT RIGHTS

1.0201 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section.

1.0202 The Board of Education shall have the right and responsibilities to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

B. Direct, supervise, evaluate, or hire employees,

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the employer as a unit of government.

H. Effectively manage the work force.

I. Take actions to carry out the mission of the public employer as a governmental unit.

1.0203 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

1.03 PROOF OF ASSOCIATION REPRESENTATION

1.0301 The Board agrees to negotiate with and recognize the Association as the sole bargaining agent for the certificated staff as previously defined herein. At the request of the Board,

which request shall not be made more than once in any one (1) calendar year, the Association shall verify in writing that it represents a majority of the certificated employees as defined herein and provide proof of that fact by presenting a copy of its active membership rolls indicating representation of more than fifty percent (50%) of the certificated staff as defined herein, to a representative designated by the Board. The Board will not make this request if the dues checkoff verifies majority representation. The Board's request shall be made between November 1 and November 10 of each year. The Association shall comply with said request within seven (7) days of its receipt of same.

1.0302 If the list of members submitted to the Board fails to include more than fifty percent (50%) of the employees eligible for membership in the bargaining unit, then the Board may request that a Bargaining Agent Election be conducted by the State Employment Relations Board (SERB). The results of the election as certified by SERB shall determine if the Association continues as the bargaining agent. The contract shall continue until the results of the election have been certified by SERB.

1.0303 If the Association is declared the bargaining agent, then the existing contract shall continue until its normal expiration date, and the Association shall continue to bargain for the teachers.

1.0304 The President of the Association shall have an additional planning period scheduled in his/her daily schedule for Association release time. The Association Release Time must be a minimum of thirty minutes if held by a member in an elementary building or equivalent to one class period if held by a member in the middle or high schools. If the office of President is transferred during the school year, the Board is not obligated to alter the existing building schedule for teachers. In the event of two or more members holding the office of President, the Board shall be obligated to provide Association Release Time for the member designated by the Association.

ARTICLE II:
NEGOTIATIONS

2.01 DEFINITIONS

2.0101 Day: In the negotiations procedure section of this contract, the word "day" shall mean calendar day unless otherwise indicated.

2.0102 Party: "Party" when used herein shall mean the Association and/or the Board.

2.02 NEGOTIATIONS PROCEDURE

2.0201 No earlier than February 15 but no later than May 15 of the calendar year in which the contract expires, the Association shall request a meeting with the Board or its representatives. This meeting shall be scheduled not more than ten (10) calendar days following receipt of the request at a time mutually agreeable, unless a later date is mutually agreeable. At this meeting, the Association and the Board shall exchange proposals, comprehensively written; negotiations shall be limited to salaries, fringe benefits, other matters of compensation, leaves, working conditions and such other matters as are related to the welfare of teachers. Thereafter, additional related proposals, counterproposals, and amendments may be submitted during the course of negotiations. From the date of this first meeting, a period of forty-five (45) calendar days shall be considered the normal period for negotiations, which period may be extended by mutual agreement. At the end of the forty-five (45) day period, either the Association or the Board shall be entitled to invoke the impasse procedure.

2.0202 Both parties agree that Chapter 4117 of the Ohio Revised Code shall govern the procedures of bargaining between the Association and the Board, unless otherwise provided for within this contract.

2.0203 All meetings shall be in executive session, at a time and place mutually agreeable to both parties. Teacher members of the Association's negotiations' team shall be provided professional release time, not to exceed three (3) full days, for the purpose of negotiations' sessions. While negotiations are in progress:

A. The chairperson of either team may recess his/her group for an independent caucus.

B. No action to coerce or censor or penalize any negotiations participant shall be made or implied on either side.

C. As tentative agreements are reached, they shall be reduced to writing, initialed by both chairpersons, and set aside. Such initialing shall not be considered binding nor as a final agreement by the parties and may be withdrawn by either party.

D. While no final agreements shall be executed without ratification by the Association, and subsequent adoption by the Board, the parties mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.

E. Both parties shall negotiate in "good faith." "Good faith" is the obligation of the parties to meet at reasonable times for the purpose of effecting a free exchange of facts, opinions, and proposals and counterproposals in a sincere effort to reach mutual understanding and agreement. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal. If a

proposal is unacceptable to one of the parties, that party is obligated to give its reasons; however, such obligation shall not require either party to change its proposal on any matter being negotiated. Good faith requires all parties to recognize negotiations as a shared process.

2.0204 When negotiations have been concluded, the agreement shall be reduced to writing and signed by both chairpersons. The negotiated contract shall be presented to the Association within twenty (20) workdays of the final negotiations session for ratification. Upon ratification by the Association, written notice shall be sent by the Association to the Board. At that time, the negotiated contract shall be placed on the agenda of the next regularly scheduled meeting of the Board for ratification. Upon adoption by the Board, the negotiated contract shall replace and supersede any and all previously negotiated contracts between the Association and the Board and any Board policies with which it may be in conflict.

2.03 IMPASSE PROCEDURE

2.0301 If an agreement is not reached within forty-five (45) calendar days of the commencement of negotiations, either party may declare to the other in writing that an impasse exists.

2.0302 Selection of a Mediator

When either team calls for the selection of a mediator, he/she may be selected by agreement between the parties. If no agreement on the mediator is reached within five (5) calendar days after the call for mediation, the party declaring impasse shall request the Federal Mediation and Conciliation Service to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service. The individual selected to be the mediator shall not reside within the Southwest Local School District.

2.0303 Meetings

The mediator shall meet with both parties forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, publicly make findings of fact or recommend terms of settlement.

2.0304 Duration of Mediation

A. Mediation shall last for thirty (30) calendar days from the parties' first meeting with the mediator. If no agreement is reached during the mediation period, the impasse procedures shall be deemed completed and an ultimate impasse shall exist.

B. The Association and the Board agree that this impasse procedure constitutes the parties' entire mutually agreed upon dispute settlement procedure and replaces the statutory impasse procedures of 4117 O.R.C., except the Association maintains its statutory right to strike.

ARTICLE III:
GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.0101 A "grievant" shall be an individual teacher, group of teachers, or, in situations concerning rights secured by the Association in the Negotiations Agreement, the Association.

3.0102 A "grievance" shall be defined as an alleged misinterpretation and/or misapplication of any of the provisions of the negotiated agreement.

3.0103 The term "day" in this procedure shall mean:

A. A school day of the regular school year, excluding Saturdays, Sundays, and legal or school holidays; or,

B. Any day outside the regular school year, excluding Saturdays, Sundays, and legal holidays.

3.02 GENERAL PROVISIONS

3.0201 Time limits provided herein shall be adhered to strictly as maximums to insure rapid resolution of the grievances. Time limits may be extended only by mutual agreement of the parties in writing. It is the obligation of the grievant to pursue his/her remedy with diligence. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response or resolution made at the last step of the grievance procedure. A failure on the part of the principal, the Superintendent, or the Board, or by any party acting on their behalf for the purpose of adjusting grievances, to respond within the prescribed time limits shall be deemed to be denial of the grievance allowing the grievant to take the grievance to the next step of the grievance procedure.

3.0202 Both parties agree that grievances shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records. A grievant may be accompanied at any step by a representative of the Association and/or his/her legal counsel. Witnesses, affidavits, documentation or other evidence may be presented at Step Three and any succeeding steps. All grievances must be endorsed by the Association.

3.03 ASSOCIATION RIGHTS AND NON-RETALIATION

3.0301 Matters dealing with alleged violations of Association rights shall be initiated at Step Three.

3.0302 No reprisals of any kind will be taken by or against any party of interest, any participant in the grievance procedure, or any member of the Association by reason of such participation. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.04 GRIEVANCE PROCESS

The following procedure shall be followed in all attempts to resolve a grievance. Each successive step shall be followed only if the grievant is dissatisfied with the disposition at the previous step.

3.0401 Step One - Informal

Within ten (10) days after an event or occurrence which the Association, an individual teacher, or a group of teachers considers a grievance, the grievant and a representative(s) of the Association shall discuss the problem with the grievant's immediate supervisor or building principal, and said supervisor or building principal shall reply to the grievant with reference to the grievance within five (5) days. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Three.

3.0402 Step Two - Formal

Within five (5) days after the grievant receives an answer as provided in Step One, or if no response is received within five (5) days, the grievant shall have the option within twenty-five (25) days of the occurrence to file a formal written grievance on a Grievance Form (Appendix A) with the building principal. Within five (5) days after receipt of the written grievance, the principal shall meet with the Association. Within five (5) days after the meeting, a written statement of the action taken and the reasons therefore shall be sent to the Association and added to the Grievance Form.

3.0403 Step Three - Superintendent

Within five (5) days of the receipt of the written response of the action as provided in Step Two, the grievant, at his/her option, shall continue the grievance to the Superintendent or his/her designee. Within five (5) days of receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant and the principal involved. Within five (5) days of the meeting, the Superintendent or his/her designee shall take action on the grievance, reporting the action and reasons for it to the Association and the Principal and adding his/her disposition to the Grievance Report.

3.0404 Step Four - Binding Arbitration

A. If the Association is not satisfied with the decision at Step Three, it may request that the decision at Step Three be submitted to binding arbitration as provided herein. Such a request shall be made in writing and filed with the Treasurer of the Board no later than five (5) school days after the date of the receipt of the Step Three decision by the Association. If, within ten (10) days of the request to arbitrate, the Board and the Association are unable to mutually agree upon an arbitrator, they shall jointly request the American Arbitration Association to submit a list of arbitrators containing nine (9) names. Within five (5) days from the receipt of said list from the AAA containing nine (9) names, the Board of Education and the Association shall select an arbitrator in accordance with the AAA rules except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the AAA, an additional list or lists will be requested.

B. The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. In case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time and location of the hearing.

C. The arbitrator's written decision shall be binding on the Board and the Association. The costs of the arbitrator shall be shared equally by the Board and the Association.

D. Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to arbitration.

3.05 GENERAL POLICIES

3.0501 Any grievance may be withdrawn at any step without prejudice. Records of grievances shall be kept by the Treasurer of the Board. Each grievance shall be recorded on a Grievance Form (see Appendix A). Grievance forms shall be printed by the Board. Forms will be available in the office of every school, and will be kept in an area accessible for all teachers without request to their administrator.

3.0502 No teacher may be represented by any teacher organization other than the Association in any grievance initiated pursuant to this Agreement. No teacher will be denied the right to Association representation and Association counsel at any time. Should any meeting or hearing required by the General Provisions be scheduled during the teaching day, the grievant(s) and his/her Association representative(s) shall be released without loss of pay or benefits.

3.0503 Selection of an arbitrator shall be from the American Arbitration Association.

ARTICLE IV:
TEACHER EVALUATION PROCESS

4.01 PHILOSOPHY

The Board, administration, and staff are committed to the continuation of the District's strong educational program. An effective teacher evaluation program that focuses on the improvement of instruction is an important component of the instructional program. The process should be continuous and constructive and should take place in an atmosphere of mutual trust and respect. The process should be a cooperative effort on the part of the evaluator and the teacher. It should encourage productive dialogue between staff and supervisors and promote professional growth. The evaluation should provide for fairness and promote positive teaching and learning.

4.0101 Continuing Contract

A. The teacher eligible for a continuing contract must notify in writing their evaluating administrator (principal) by October 1st of the school year they are requesting consideration for continuing contract status.

B. Teachers on continuing contract may be evaluated up to and including May 1 of the school year.

4.0102 Eligibility for Continuing Contract

Eligibility for continuing contract shall be based upon state law.

Current state law reads that to be eligible for a continuing contract, a teacher:

A. Must have been employed by the district for three (3) of the last five (5) years – or two (2) years if he/she has previously obtained continuing contract elsewhere – and

B. Must have either:
   1. a professional, permanent, or life certificate
   2. a professional educator license and,
      a. If a Masters Degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license or,

      b. If no Masters Degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

ARTICLE V:
ASSOCIATION RIGHTS

5.01 USE OF INTER-SCHOOL MAIL SYSTEM

The Association shall be allowed the use of the inter-school mail system, including mailboxes and electronic communication. A copy of all school-wide communications shall be provided the building principal of that school. A copy of all multiple-building communications shall be provided to the Superintendent and to the building principals.

5.02 BULLETIN BOARDS

The Association may post materials on bulletin boards in staff lounges, provided all items are identified as Association communications. Association members will not put Association materials, stickers, etc. on doors or in classrooms, without prior approval.

5.03 USE OF SCHOOL BUILDINGS, EQUIPMENT AND FACILITIES

The Association shall be allowed the use of all school buildings, equipment, and facilities for Association business, provided that such use does not conflict with school business and is in accordance with customary school practices. All consumable materials used with the equipment shall be provided by the Association. Requests for meetings shall be made twenty-four (24) hours in advance to the building principal. Requests for use after 6:00 p.m. or on non-school days will conform with Board policy.

5.04 BOARD AGENDAS AND MINUTES

The Association shall be provided, free of charge, at the same time that they are distributed to Board members, all agendas and minutes.

5.05 ASSOCIATION LEAVE

The Association shall be provided a maximum of ten (10) days of leave with pay (Association Leave) per school year to Association members elected or appointed to represent the Association, Absence by Association members shall be permitted in excess of ten (10) days per school year, with a limit of fifteen (15) additional days, provided the Association reimburses the Board for the cost of the substitute(s) when the absence of those members is cause for the use of a substitute teacher(s). All applications for Association Leave must be made in writing by the Association President at least one (1) week before the day requested.

5.06 ACCESS

Representatives or agents of the Association may transact official business on school property and may visit schools before, during, and after the school day, provided that this shall not interfere with or interrupt normal school operations. Representatives leaving their assigned school(s) must inform their building principal or his/her designee and shall report their presence to the building principal or his/her designee at the school visited, in keeping with the provisions of building policy and the Ohio Revised Code (unless such person is an employee of the Board assigned to or scheduled to such building at such time).

5.07 STAFF DIRECTORY

The Association shall, upon request, be provided the names, addresses, telephone numbers, and school assignments of the teaching staff. Any changes in teacher personal information shall be forwarded to the Association treasurer within thirty (30) days of notification to the Board treasurer.

5.08 FINANCIAL DOCUMENTS

The Association shall, upon request, be provided free of charge, copies of all financial documents prepared by the School District, Hamilton County, or the State of Ohio.

5.09 PUBLIC ADDRESS SYSTEM

The Association shall have the right to have public address system announcements made of all Association meetings and other scheduled events. The Association shall have the right to make announcements at building, grade-level, and all staff meetings, if previous arrangements have been made with the principal.

5.10 ASSOCIATION MEETING

On the pre-school in-service day, the Board shall leave at least one-half (1/2) hour of unscheduled time, immediately prior to and exclusive of the lunch break, during which the Association may schedule a meeting.

5.11 NOTICE OF BOARD MEETINGS

The Association President or his/her designee shall be notified of all meetings of the Board at least forty-eight (48) hours in advance of said meetings unless a special or emergency meeting is called, in which case prompt notice of the scheduling of such meeting shall be provided to the Association President or his/her designee at the same time notice is provided to the press.

5.12 GENERAL ADDRESS AT BOARD MEETINGS

The Association may speak to teacher concerns during the general public participation section of the agenda of any Board meeting.

5.13 DISTRICT POLICY

The Southwest Local Schools Board of Education shall provide a copy of its current bylaws and policies to each SLCTA building representative.

5.14 RIGHT TO REPRESENTATION

Any teacher who reasonably believes that a meeting with a district administrator may lead to discipline shall be entitled to representation at that meeting.

ARTICLE VI:
TEACHER RIGHTS

6.01 DISCIPLINARY ACTION

Except in serious situations where progressive discipline is not appropriate, the following discipline procedure will be followed:

Members shall be disciplined if there is good cause to do so. In the event, it becomes necessary to reprimand, or otherwise discipline, a member of the bargaining unit, the principles of progressive discipline shall be followed. For the same offense/violation (similar offense/violation), the disciplinary progression shall be:

6.0101 First Violation- A verbal reprimand will be issued. Written confirmation of the verbal reprimand will be placed in the Administrator's anecdotal file.

6.0102 Second Violation- A written reprimand will be issued. A written reprimand may be removed after a twenty-four (24) month period.

6.0102 Third Violation- A suspension from duties without pay by the Superintendent or Superintendent's designee for up to a maximum of ten (10) workdays.

6.0103 Serious situations or repeat violations may result in termination pursuant to the procedures of Section 3319.16 of the Ohio Revised Code. Terminations are not subject to the grievance procedure.

This provision shall not prevent a Board from exercising its right to non-renew a limited contract of a teacher.

6.02 NONRENEWAL AND REDUCTION IN FORCE

6.0201 Reduction in Professional Staff Work Force

When for any reason the Board determines it necessary to reduce the number of certificated staff positions, the following procedures shall apply:

A. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.

If it becomes necessary to reduce the number of staff positions of members of the bargaining unit for the reasons set forth in R.C. §3319.17 of the Ohio Revised Code, upon recommendation of the Superintendent, the Board shall first suspend the contracts of members within each teaching field affected, giving preference to those on continuing contract. In implementing the reduction, the Board shall identify the staff person(s), and certification and/or licensure, currently assigned to a position or assignment to be reduced. Any errors in the seniority list shall be brought to the attention of the Board of Education and corrected.

Seniority shall not be the basis for making a decision regarding a reduction in force except between teachers who have comparable evaluations. A teacher's evaluation rating for the purposes of reduction in force shall be based on a rolling three-year average and shall include student growth measures. The order of reductions shall be:

1st: Limited contract teachers with ineffective rating
2nd: Limited contract teachers with developing, skilled, or accomplished rating by seniority
3rd: Continuing contract teachers with ineffective rating
4th: Continuing contract teachers with developing, skilled, or accomplished rating by seniority

B. 1. If two (2) or more teachers whose contracts are being suspended have the same length of service, seniority will be determined by:
   a. The date of the Board meeting at which the teacher was hired, and then by;
   b. The date the teacher signed his/her initial limited contract in the District;
   c. The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the Board of Education, if the date is available;
   d. If any ties remain after (a), (b), and (c), they will be broken by lot.

C. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list in the area of certification and/or licensure to be filled.

2. If a vacancy occurs, the Board will send a certified letter to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the District office within five (5) calendar days of receipt of the certified letter. Any teacher who fails to respond within five (5) calendar days, or who declines to accept the position, will forfeit all recall rights.

3. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

4. A teacher on the recall list who accepts employment with another school district or in private sector during the recall period has not waived his/her right to employment within the District should an opening occur.

D. The Association shall be notified of the reduction in force thirty (30) days prior to the reduction in force being implemented.

E. Individual teachers shall be notified twenty-five (25) days prior to reduction in force being implemented. The notification of the affected teacher shall take place in a meeting with the Association President and the Superintendent both present.

F. The Board shall not implement voluntary or involuntary transfer to protect or expose teachers to reduction in force.

6.0202 Nonrenewals Based Upon the Appraisal Process

A. The recommendation of a building principal that a teacher's regular contract be nonrenewed shall be limited to the appraisal process. Appraisals shall demonstrate evidence of a teacher's failure to improve his/her teaching performance in accordance with the appraiser's specific recommendations for improvement.

B. Subsequent to the receipt of a principal's recommendation of nonrenewal (Appraisal Form #2), the teacher shall, upon written request of the teacher, submitted within three (3) days of receipt of the recommendation, be afforded a conference with the principal to discuss the reasons for his/her recommendation. Upon written request submitted at least three (3) days in advance of the Board meeting, together with any statements by the teacher and/or the Association, the teacher shall have the opportunity to be heard by the Board in executive session, prior to the Board's taking action on the Superintendent's recommendation of nonrenewal. The teacher shall be permitted Association representation in these conferences.

C. This procedure shall replace the evaluation process as outlined in 3319.111 O.R.C. to the extent it conflicts with such provision.

6.0203 Nonrenewal for Reasons Outside the Appraisal Process

If the Superintendent contemplates recommending the nonrenewal of a teacher's regular contract for a reason(s) outside the appraisal process, the Superintendent or his/her designee shall meet with the teacher to discuss the reason(s) for this contemplated action. After this meeting, if the Superintendent intends to proceed with a recommendation for the nonrenewal of the teacher's contract, the Superintendent shall communicate the reason(s) in writing to the teacher. The reason(s) shall be valid. The Superintendent shall give the teacher the written reasons no later than one (1) week prior to the Board meeting at which the teacher's contract is being considered. Upon written request, submitted within three (3) days of this notification, the teacher shall have the opportunity to be heard by the Board in executive session prior to the Board's taking action on the Superintendent's recommendation of nonrenewal. The teacher shall at his/her request be accompanied by an Association representative at all of the aforementioned levels.

6.03 PERSONNEL RECORDS

6.0301 A personnel file of each teacher shall be maintained at the Board office. This file shall be considered confidential and the only file of information pertaining to each teacher maintained at the Board office. In addition, the principal of each building may maintain a confidential file for each teacher assigned to his/her building. A traveling teacher's building file shall be kept at the building in which he/she spends the majority of his/her time.

6.0302 Material that may be maintained in the personnel file of each teacher at the Board office shall include:

A. Application for employment, including references which shall be kept confidential.
B. Official transcript(s) of college credits showing the official records of the degree(s) granted.
C. Official certification records approved by the Ohio Department of Education.
D. Records of appraisal.
E. Records of employment including assigned duties, regular and supplemental, and years of service in the District and experience outside the District.
F. Required health tests.

6.0303 Each teacher shall have access to his/her personnel file(s) upon request at the Board office and/or at his/her school office between 8:00 a.m. and 4:30 p.m. or by appointment, if not scheduled to take place during those hours, Monday through Friday, exclusive of holidays. An administrative employee may be present during any inspection of the teacher's file(s). The teacher shall have the right to be accompanied by an Association representative during an inspection. Upon request, the teacher may receive a copy of any document in his/her file. The actual cost of making copies may be billed to the teacher.

6.0304 Members of the administration authorized to use the personnel files of a teacher shall be limited to the Superintendent and other administrators who are directly responsible for the appraisal of the individual teacher. All members of the Board of Education shall also have access to such files. Except as required by law, the confidential files of any teacher shall not be opened to the public or to any other person not authorized by that teacher.

6.0305 A teacher shall be notified by the Superintendent or the principal of the intent to place in his/her file material which reflects negatively upon the teacher or his/her performance in the District. Before placement in the file, the teacher shall have the opportunity to examine and to write a rebuttal if he/she desires. The Superintendent or principal and the teacher will sign said material to indicate acknowledgement. The teacher's signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher.

6.0306 Anonymous letters shall not be placed in a teacher's file(s).

6.04 VACANCIES, PROMOTIONS, AND TRANSFERS

6.0401 Requests for Transfer

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy with the Association. The letter shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be submitted once each year to assure active consideration by the Superintendent. Teachers who apply for a transfer shall be given preferential consideration for vacancies over new hires.

A. Vacancy – is an open position which results from a transfer, resignation, retirement, death, nonrenewal, termination or the creation of a new position.
B. Voluntary Transfers – When a teacher requests a change in a grade level, department, course, or building assignment.
C. Involuntary Transfers – When the administration initiates a change in a grade level, department, course, or building assignment.

6.0402 Notification of Vacancies

A. A vacancy occurring during the school year shall be posted, including an e-mail notice to all southwestschools.org accounts, and filled in accordance with 6.04 of the contract. The position shall be filled on a temporary basis for the remainder of the school year if a current teacher expresses an interest in the position and the superintendent or designee determines it is appropriate to wait until the end of the year to consider the transfer.

B. A vacancy shall be created as the result of the resignation, retirement, non-renewal or termination of an employee. A transfer of personnel between positions shall not be deemed a vacancy and subject to the posting provisions of the contract.

C. All vacancies occurring on or before July 10 for the next school year shall be posted. An e-mail notice shall be sent to all southwestschools.org accounts for all postings. The posting shall identify the building in which the vacancy exists and the grade level of the vacancy.

D. Teachers wishing to apply for a vacancy who do not have a transfer request on file must file a request with the Superintendent within five (5) business days of the posting of the vacancies.

E. The Superintendent or designee shall notify all teachers having a transfer request on file for the position and certified for same or who apply for the position within the time required of his/her decision as soon as practicable after the completion of the posting.

F. Vacancies occurring after July 10 and prior to the start of the school year shall not be subject to the provisions of this article and may be filled in the discretion of the Superintendent.

G. Additionally, as positions become open or are newly created a written notice will be sent through District email to all certified staff during the school year and posted online for five (5) days. Postings shall include:

1. Date of posting;

2. Subjects or grade level;

3. Qualifications necessary, based on the qualifications set forth in the job description, and on any additional specialized training needs;

4. Deadline for application.

6.0403 Involuntary Transfer

The term "involuntary transfer" shall mean an administrator-initiated transfer of a teacher. The following procedure will be used for involuntary transfers:

A. The Superintendent or designee shall meet, identify and discuss the reasons for each involuntary transfer with the teacher at least fourteen (14) days prior to the effective date of the transfer. If the teacher desires, an Association representative may be at the meeting.

B. If, because of increased or decreased enrollment a transfer becomes necessary, such notification shall be made at least three (3) days prior to the transfer.

C. Teachers being involuntarily transferred should be notified of the transfer fourteen (14) days prior to the start of the school year. In the event the teacher is notified LESS than fourteen (14) days prior to the start of the school year, the teacher shall receive compensation. The compensation shall be paid at the curriculum rate up to a maximum of ten (10) hours for the actual time required to move from building to building.

D. When a vacancy occurs or a new position is created after July 10 and the Board elects to fill the position, the newly hired employee filling the position will be hired on a one (1) year contract and shall sign a resignation form as part of the acceptance of an expiring contract. If the district wishes to rehire the employee, they shall be considered, for purposes of this contract, entering his/her second year of continuous service with the district. When a temporary vacancy is created by an employee who is on a leave of absence for the entire school year, the vacancy shall be filled by a newly hired employee on a one (1) year contract in which they shall sign a resignation form as part of the acceptance of the expiring

contract. If the district wishes to rehire the employee, they shall be considered for purposes of this contract, entering his/her second year of continuous service with the district.

1. If a vacancy occurs after September 15, the Board may hire a long term substitute.

2. Vacancies filled pursuant to this Section of the Contract shall be posted pursuant to the provisions of this Contract.

3. The provisions of this Section of the Contract also apply to the hiring of replacements for members who have been granted a long term leave of one or more school years.

E.

1. Involuntary teacher transfers shall be avoided unless, in the judgment of the Superintendent or the Board of Education, they are in the best interests of the students and are made for educationally sound reasons. Involuntary transfers may be made based upon, or not limited to, one or more of the following: certification/licensure, changes in pupil enrollment or other staff demographics, reduction in force and other good and just causes.

2. Members being involuntarily transferred shall be informed in writing of the specific reasons for the transfer. Upon request, the teacher shall meet with the Superintendent to discuss the reasons for the transfer. A teacher who is involuntary transferred shall not be transferred for disciplinary, arbitrary or capricious reasons. The teacher who has been involuntarily transferred shall have the opportunity to return to their former teaching assignment the next year, when available.

3. In all just cause cases, the Superintendent shall hold a conference, which may include the principal, with the member, at which time the Superintendent will identify the problems(s) and discuss said problem(s) with the member. Where applicable, at said conference, suggestions and recommendations for constructive steps to resolve the problem(s) shall be put in writing by the principal and/or the Superintendent. This conference shall take place within five (5) days of the member's receipt of notification of transfer. The member concerned shall have the right to Association representation at all conferences regarding said transfer.

4. If a change in assignment is necessary, the teacher will be notified by August 10, if possible.

5. When because of declining enrollment, or because of the redistribution of students, it is necessary to transfer a teacher to another building, the least senior teacher in the certification area affected shall be the one to be transferred.

6. When a teacher is involuntarily transferred, they shall be given the equivalent of one half (1/2) day pay at their regular per diem rate to move their belongings.

6.0404 In awarding positions, those applicants with seniority shall have precedence over less senior applicants when they submit a letter of intent to accept a vacancy. Administration shall interview, at a minimum, the two most senior internal applicants who have not been interviewed in the past twelve months for a position in the same building. If a teacher’s request is denied, the teacher shall be provided the specific written reason(s) for denial.

6.05 STUDENT TEACHER

No teacher shall be assigned a student teacher without his/her prior consent. In addition, no teacher shall be appraised negatively because of his/her refusal to accept a student teacher. If any remuneration and/or other form of compensation is provided by the college and/or university for the supervision of a student teacher, it shall be paid by the Board of Education directly to the supervising teacher; in addition, it shall be the only compensation provided to that teacher for said supervision in addition to that teacher's teaching salary.

6.06 COMPLAINTS ABOUT MATERIALS

6.0601 No adopted textbooks, library materials, and/or other instructional materials whose appropriateness is challenged shall be removed from the school except upon the recommendation of a review committee (as provided for below) with the concurrence of the Superintendent or, upon the Superintendent's recommendation, the concurrence of the Board of Education, or upon formal action of the Board of Education when a recommendation of a review committee is appealed to it.

6.0602 Procedure to be observed:

A. All complaints to staff members shall be reported to the building principal, whether received by telephone, letter, or in a personal conversation.

B. The principal shall contact the complainant to discuss the complaint and attempt to resolve it informally by explaining the philosophy and goals of the School District and/or library media center.

C. If the complaint is not resolved informally, the complainant shall be supplied with materials consisting of the District's statement and procedure for handling objections. A standard printed form shall be included and shall be completed and returned to the principal before consideration will be given to the complaint. (See Appendix F.)

D. If the formal request for reconsideration has not been received by the principal within two (2) weeks, it shall be considered closed. If the request is returned, the reasons for selection of the specific work shall be reestablished by the appropriate staff.

E. In accordance with statement of policy, no questioned material shall be removed from the school pending a final decision. Pending the outcome of the request for reconsideration, however, access to questioned materials can be denied to the child(ren) of the parents making the complaint if they so desire.

F. Upon receipt of a completed request for reconsideration form, the principal in the building involved will notify the assistant superintendent. The assistant superintendent will appoint a committee of five (5) which will include the assistant superintendent, the principal of the building, at least one (1) teacher (preferably a department head and/or librarian) from the building, at least one (1) parent from the community, and another person the assistant superintendent believes would have valuable input.

G. The committee shall meet to discuss the material about which the complaint has been made, and shall prepare a report on the material containing their recommendations on the disposition of the matter. The teacher(s) involved shall be invited to be present at this meeting.

H. The principal shall notify the complainant of the decision and send a formal report and recommendation to the Superintendent. In answering the complainant, the principal shall explain the book selection system, give the guidelines used for selection, and cite authorities used in reaching the decision. If the committee

decides to retain the work that caused the complaint, the complainant shall be given an explanation. If the complaint is valid, the principal will acknowledge it and make recommended changes.

I. If the complainant is still not satisfied, he/she may ask the Superintendent to present an appeal to the Board of Education which shall make a final determination of the issue. The Board of Education may seek assistance from outside organizations in making its determination.

6.07 COMPLAINTS ABOUT TEACHERS

No teacher may be reprimanded, penalized, appraised adversely, or otherwise administratively directed as a result of such complaint unless the following procedures have been followed:

6.0701 Any person who wishes to register a complaint about a teacher to a Board member or an administrator shall be required to first contact the building principal. The principal may, if he/she deems it advisable, first discuss and attempt to resolve the situation with the complainant. The principal shall urge the complainant to discuss his/her complaint with the teacher involved, unless in the opinion of the principal, the complaint is so sensitive that a resolution of the problem is a teacher/administration situation and should not involve the parent.

6.0702 Should the complainant be dissatisfied with the teacher's or principal's suggested resolution of the problem; the complainant shall present a written complaint to the building principal and meet with both the teacher and principal to discuss the situation.

6.0703 After the principal attempts to resolve the issue, the teacher(s) involved shall be permitted to be present and shall be permitted Association representation at each meeting.

6.0704 In the event of alleged abuse, neglect, or illegal conduct, 6.07 does not pertain.

6.08 INDIVIDUAL TEACHING CONTRACT

The Board will continue to use the individual teaching contract.

6.09 SALARY NOTICE

The Board shall cause notice to be given annually not later than July 1, to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year. Any teacher employed after July 1 shall be issued such notice upon receipt of that teacher's signed individual teaching contract. (Appendix B)

6.10 NOTICE OF CLASS ASSIGNMENT

All teachers shall be notified in writing by the end of the school year of their anticipated grade level or class assignment(s) for the following school year. It is understood that special circumstances may occur in the summer that may require modifications of a teacher's assignment. These modifications shall be communicated to the teacher as soon as possible.

6.11 MEDICAL SUPPORT SERVICES AND PROCEDURES

6.1101 Except for school nurses, bargaining unit members shall not be required to handle bodily fluids nor, while on school premises, be custodians of medication or be required to dispense medication to students.

6.1102 When specialized medical services are required for a student, the Board will assign an educational assistant or a school nurse to perform said medical services. Any such educational assistant will be trained by the school nurse. Except for school nurses, bargaining unit members shall not be required to perform complex, specialized medical procedures, such as giving students' injections, inserting catheters or feeding tubes, or aspirating airways.

6.12 REHIRING OF RETIREES

6.1201 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by Southwest Local School District. There shall be no expectation that any such teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District and no reasons will be given for declining to offers such employment to anyone.

6.1202 The salary to be paid to the returning teacher shall be based on appropriate placement on the current teacher salary schedule training column with a maximum of ten (10) years of experience and a minimum of five (5) years of experience for service with the Southwest Local School District and such salary schedule placement shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

6.1203 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

6.1204 Each one (1) year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to not reemploy the employee pursuant to Section 3319.11 Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

6.1205 Returning retirees are not entitled to severance benefits or retirement incentive benefits.

6.1206 In the event of a reduction in force, the reemployed teacher will not be considered to have any seniority over any other teacher, although the reemployed teacher will be a member of the bargaining unit.

6.1207 Reemployed persons are eligible for sick leave accumulation, starting with a zero balance.

6.1208 For supplemental contract purposes only, longevity steps will be continued for supplemental contracts held in this District immediately prior to retirement.

6.1209 Contractual matters addressed by this provision shall not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or in any court of law. However, violations, misinterpretations, and/or misapplications of the terms of this provision shall be grievable under the grievance procedure of this Agreement.

6.13 SPECIAL EDUCATION

All parties are responsible for assuring compliance with federal law, the State's Operating Standards for Ohio's Schools Serving Children with Disabilities and the student's IEP.

Special education teachers shall include students on their caseload when the teachers are providing special instruction to a student on an ongoing basis. Students whose special instruction needs are not being provided by special education teachers shall have their annual/periodic reviews completed by the case manager(s).

Teachers shall be provided access to necessary professional assistance in planning for individual student needs. Professional development will be provided as necessary for all teachers instructing special education students. Consultation services are available to teachers to help develop appropriate instructional and behavioral techniques.

Special education teachers will be given up to three (3) days of release time to write annual IEPs and to conduct annual reviews. Special education teachers will be given ½ day release time to meet and discuss student needs regarding a student's transition between preschool/elementary, elementary/junior high school, and junior high/high school.

The assignment of special education students shall be rotated and/or equitably distributed among regular classroom instructional staff when multiple teacher content/grade level assignments permit such scheduling.

6.14 PROFESSIONAL DEVELOPMENT

At the beginning of each school year, the Board treasurer shall provide the Association president with the amount of Professional Development funds available in the General Fund. Each building's Advisory Committee shall meet to determine the focus for the utilization of Professional Development money. Any training pertaining to new curriculum adoption related content must be provided in the spring prior to implementation.

6.15 SCHOOL EVENT ATTENDANCE

The Board recognizes that teachers routinely attend and participate in school events and activities outside of the normal workday. In recognition of the teachers' commitment to the District, not later than August 15th of each year, the building principals shall create a list of District events that teachers may attend and/or participate in to accrue compensatory time. Seven (7) hours of compensatory time attending events shall allow for one (1) end of quarter day off. Graduation and Open House are of great importance. Graduation shall count for a minimum of two (2) hours, but teachers who have duties at graduation shall earn up to one (1) additional hour for time spent performing such duties. Open house shall count for three hours. Additional events are building specific and compensatory time shall be earned in accordance with the length of time of such events.

Teachers shall submit an Event Attendance Plan form (Appendix D) by September 1st of each school year. Provided such notification is timely supplied, teachers may use compensatory time to take an end of quarter day off even if they have not attended seven (7) hours of events as of the date of the end of quarter day taken off. In the event a teacher fails to attend seven (7) hours of events during a school year, he or she will not be permitted to use compensatory time for an end of quarter day or, if he or she has already utilized compensatory time for an end of quarter day, he or she shall not be permitted to use compensatory time for an end of quarter day during the next school year unless otherwise approved by the Superintendent. In all instances, the teacher is responsible for completing all end of year duties prior to leaving for the summer.

6.16 NO REPRISAL

No reprisal of any kind shall be taken by the Board or by any member of the Administration against any teacher who, in good faith, makes a complaint or voices concerns regarding working conditions, safety, and / or special education.

6.17 SCHOOL ENTRY

All staff shall have the ability to enter any and all school buildings through a personal or electronic key for safety purposes.

ARTICLE VII:
COMMITTEES

7.01 BUILDING ADVISORY COMMITTEE

7.0101 Each building staff in the District shall form a building advisory committee, in order to create a cooperative environment in which the staff is free to discuss and effect change in areas of their common interest and/or concern. A primary function of the building advisory committee shall be to discuss the following: building operations, problems relating to supplies, facilities, and classroom environment (including but not limited to problems pertaining to the physical condition of the classroom), field trips, and any other items of common interest or concern. In addition, the committee shall seek to provide appropriate solutions.

7.0102 The committee shall be representative of as many grade levels and subject areas as possible. Each committee shall be composed of the building principal, assistant principal(s), and the SLCTA building representatives or their designee as elected by the building. The committee shall meet once every two months or at the request of the building representative. In smaller schools, this may include the entire teaching staff.

7.0103 The principal or assistant principal shall chair the meetings. The SLCTA building representatives or their designee shall be responsible for preparing an agenda including items submitted by members of the committee. Items may be added to the agenda by the committee members. Agendas shall be shared with the chair at least 48 hours prior to the meeting. Minutes from each meeting shall be prepared by the SLCTA building representative or their designee and sent to the building administrator within two school days of the date of the meeting. The building administrator shall suggest revisions to the minutes, if necessary, or approve the minutes within one school day of receipt of the draft minutes.

7.0104 Recommendations of the committee shall be advisory and shall not require action by the principal and/or other administrators in the District. Establishment of the committee shall in no way be interpreted as limiting the authority of the principal to carry out, on a timely basis, those duties expected of him/her by the Superintendent or Board.

7.02 BOARD-INITIATED COMMITTEES

A. Should the Board establish a committee upon which teachers are requested to serve, at least one (1) teacher member shall be an Association representative and shall be designated by the Association. Service on the committee shall be voluntary. Teachers shall not be negatively appraised or suffer any other retaliation for refusing to serve on such a committee.

B. District Advisory Committee

Each faculty advisory committee co-chair shall serve on the District Advisory Committee. The intent of the committee is to improve communications between the staff and administration regarding topics of mutual interest and/or to improve the educational effectiveness of the buildings and/or district. Its purpose would be neither to serve as an alternative to the grievance procedure nor to supplement negotiations but merely to provide a forum for communication. This committee shall be co-chaired by the Superintendent or designee and the SLCTA President or designee. The co-chairs will mutually be responsible for preparing the agendas, minutes, and conducting the meetings. The agenda will be provided to all members of the committee at least three (3) days in advance. Ex officio representatives shall be the Board counsel and OEA representative. The DAC shall meet, at a minimum, quarterly or as needed.

7.03 **SELECTION OF ADMINISTRATORS**

Recognizing that positive teacher-administrator relationships are essential to the educational process; the Board will solicit teacher input into the selection of new administrators in the District.

ARTICLE VIII:
SCHOOL DAY

8.01 WORKDAY

The workday for all teachers shall not exceed seven (7) hours and twenty-five (25) minutes, exclusive of faculty meetings. The starting and ending times shall be established by the building principal. Classes shall not be scheduled on Sundays or holidays.

8.011 VOLUNTARY FLEXIBLE SCHEDULING

Teachers who are interested in voluntarily scheduling and teaching courses outside the normal school/building schedule may do so with the approval of their building administrator and the Superintendent. Such courses or programs would be considered to be included as part of their normal school teaching/work assignments within the building and regular duty day as listed in 8.01. Flexible scheduling would change the start and finish times and may vary hours from one day to the next, but the workday will not exceed seven (7) hours and twenty-five (25) minutes.

8.012 VOLUNTARY ADDITIONAL TEACHING PERIOD

Teachers who are interested in voluntarily scheduling and teaching courses in addition to the normal school/building schedule may do so with the approval of their building administrator and the Superintendent. Voluntary Flexible Scheduled classes are driven by student interest and available district funding. Academically necessary courses as determined by the building administrator/ Superintendent shall be compensated at $1/7^{th}$ of the teacher's salary, not including benefits. All other courses will be compensated at $1/7^{th}$ of the base (B-0), not including benefits.

A. A teacher may volunteer to enter into a mutual agreement to teach during their Planning and Conference Period; or

B. A teacher may volunteer to enter into a mutual agreement to teach their regular scheduled day AND teach an additional flexible scheduled class.

8.02 FACULTY MEETINGS

8.0201 Faculty meetings shall be scheduled by a building administrator and/or Superintendent only when necessary information cannot be conveyed by other appropriate means (i.e. e-mail, memo, announcements, etc.).

8.0202 A building administrator and/or Superintendent shall schedule no more than two (2) regular faculty meetings per month Meetings held after school shall not extend more than forty-five (45) minutes beyond the workday. However, brief meetings may be called at any time in case of situations which cannot be handled any other way. In-service meetings may be scheduled when they cannot be incorporated into a regular faculty meeting.

8.03 DUTY-FREE LUNCH

Each teacher employed by the Board shall be granted at least thirty (30) consecutive duty-free minutes for lunch each workday, during which time he/she shall not be required to perform any duty or activity. Teachers leaving the building shall notify the principal or designee of their destination.

8.04 INTERNAL SUBSTITUTION

8.0401 Substitutes shall be employed when available for all teachers who are absent. After reasonable effort has been made to secure a substitute, it shall be necessary to secure another teacher to cover the assigned class(es) of the absent teacher. The principal or assistant principal shall secure the teachers in the following manner:

A. First an attempt shall be made to cover each assigned class voluntarily from among those qualified teachers who are not instructing students that bell. The principal or assistant principal shall attempt to equalize the opportunities to volunteer.

B. A class may be assigned to a scheduled study hall if there are less than sixty-five (65) students present in the study hall.

C. If there are more than sixty-five (65) students in the study hall and if no teacher voluntarily accepts said opportunity and it becomes necessary to assign a teacher to cover the assigned class, such assignment shall be made on a rotating basis from those teachers with a planning period.

8.0402 A. When a member serves during his/her preparation period or is required to accept additional students from another class, either voluntarily at the request of his/her principal or his/her designee or upon involuntary assignment by his/her principal or his/her designee to substitute for another member, the member so substituting shall be paid at the rate of thirty (30) dollars. This section does not apply if a teacher is asked to accept less than five (5) students, as long as the students are in the same grade level as the students being taught by the receiving teacher.

B. For counselors, nurses and librarians who cover more than one class period per day, the second bell only will be remunerated.

C. Beginning with the execution of this Contract, internal substitution pay shall be thirty (30) dollars per hour.

D. Intervention specialists shall not be required to provide classroom substitute coverage when it would result in noncompliance, or loss of services on their case load. Additionally, intervention specialists shall not cover another teacher's class on consecutive days nor shall they be assigned substitution duties during their study skills period.

8.05 NUMBER OF PREPARATIONS PER DAY (based on a seven-period day)

8.0501 Senior High and Junior School administrators shall be responsible for maintaining a schedule in which the total number of class preparations shall not exceed four (4) different preparations per day when possible.

8.0502 However, in the event that a building staff is unable to cover the scheduled classes by following the above statement, any additional preparations shall be offered first to members of the building staff. In the event that no member of the building staff accepts an offer, necessitating an additional preparation, the preparation shall be assigned to a member of the building staff. All additional preparations shall be distributed equitably within the department affected.

8.0503 Within a subject area no teacher will be assigned five (5) different preparations before all teachers are assigned four (4) preparations, and no teacher will be assigned six (6) different preparations before all teachers are assigned five (5) preparations.

8.06 PLANNING PERIODS

8.0601 A. Each K-5 teacher shall have a minimum 200 minutes planning time each week within the student day.

1. There shall be 1 plan period per day of 50 minutes for four days. This period must be teacher directed.

B. In recognition of the time considerations inherent in the application of state models and mandates, each elementary building will consider, plan, and implement collaboration opportunities for all certificated staff members relative to building uniqueness and building and District needs.

C. Planning time for elementary librarians will be before school and at the end of the day when homeroom teachers have students assigned to them.

8.0602 Each teacher (except ASA teachers, nurses, librarians and counselors) who works at the Junior School and/or Senior High School (grades 6-12) shall be provided at least one (1) planning period per day. Each planning period shall be equal in length to one (1) regularly scheduled class period.

8.0603 Each planning period shall be exclusive of the teacher duty-free lunch period.

8.07 TRAVELING TEACHERS

8.0701 The term "traveling teacher" shall be defined as a teacher who has assigned duties in more than one (1) school building in the District in any workday.

8.0702 Every effort will be made to minimize travel time and assign teachers to one (1) school each day whenever possible and to minimize after-school obligations. The traveling time required of any traveling teacher shall not cause his/her workday to exceed that of the workday as defined in this contract, and it shall not cause his/her duty-free lunch to be fewer than thirty (30) minutes in length. A planning period shall be included in each traveling teacher's workday, in accordance with the "PLANNING PERIODS" provision of this contract. Traveling teachers will be provided ten (10) minutes at the school traveled to for preparation. Traveling teachers will also be provided ten minutes after the last class before departing. The Administration shall minimize duties for traveling teachers to enable these teachers to teach and travel more efficiently.

8.0703 Any teacher who is required to use his/her personal automobile for District business, as part of fulfilling his/her regular teaching assignment, or at the direction of the Superintendent or his/her designee, shall be reimbursed at the IRS rate that is in effect as of July 1st for the following year.

8.08 CLASS SIZE

8.0801 For kindergarten classes, the cap on the number of students in a class shall be twenty-six (26) students.

For grades 1-5 classes, the cap on the number of students in a class shall be twenty-nine (29) students.

For grades 6-12 classes, the cap on the number of students in a class shall be thirty-three (33) students.

There shall be a monthly overage pay of five-hundred and fifty dollars ($550) per month for each student where the caps listed above are exceeded. The overage pay shall follow the student(s) such that it shall be prorated based upon the amount of time a teacher has a student(s) in his or her class(es) above these class size limits compared to the amount

of time such teacher does not have student(s) in his or her class(es) above these class size limits. Calculations shall ordinarily be made based on periods taught unless periods are not utilized in a building (such as at the elementary schools), in which case calculations shall be made based on minutes with students.

In general, calculations in an elementary school shall be made based on weekly minutes with students. As an elementary school example, an elementary teacher's workday has a total start and end time of 445 minutes each day. 445 minutes minus 30 minutes for teacher lunch equals 415 minutes with students on a daily basis. Recognizing that elementary teachers have a plan period on four out of five days a week, the following is a weekly example of determining the amount due:

> Weekly example: 415 minutes multiplied by five days = 2,075 weekly teacher minutes with students. It is noted that 150 minutes are special areas teacher weekly minutes. Total homeroom teacher weekly minutes = 1,925/2,075 = 93%. Special areas teacher weekly minutes = 150/2,075 = 7%. If a teacher in that elementary school has 30 students in his or her classes each week, he or she shall be paid a monthly amount determined as follows: $550 multiplied by 93% = $511.50 (homeroom teacher) and $550 multiplied by 7% = $38.50 for the special areas teachers to proportionately divide.

As an example of a calculation in a school other than an elementary school, a teacher in grade 7 who teaches 35 students for one period every day of a week shall be entitled to $157 for each month in which the maximum class size is exceeded (1 period divided by seven bells = .14285714, which is multiplied by $1,100 = $157).

ARTICLE IX
SCHOOL YEAR

9.01 IN-SERVICE AND END OF QUARTER DAYS

9.0101 There shall be three (3) in-service days scheduled for the workdays directly preceding the first student day of each school year. Day 1 shall include a principal's meeting lasting no longer than two (2) hours with the remaining five and one-half (5.5) hours teacher-directed. Days 2 and 3 shall be district-directed in-service days for professional development.

There shall be a total of four (4) end of quarter days (one (1) at the end of each quarter following the last student day of each quarter). These days shall be teacher-directed and used as teacher collaboration and record days.

There shall be two (2) additional in-service days during the school year in which teachers report to work for district-directed professional development. During one (1) of these additional in-service days, students shall be scheduled for remote learning. Teachers shall prepare sufficient remote learning activities for students in advance of this day.

9.02 SCHOOL CALENDAR

On or before November 1st of each school year a school calendar is to be adopted, the Superintendent shall meet with the association president to discuss the proposed calendars for upcoming school year(s). The association president shall have twenty (20) calendar days to seek any input from the teachers and provide such input to the Superintendent. The Superintendent shall advise the Board of the input received from the association president/teachers at the time of recommendation of a school calendar(s) to the Board. The calendar recommended by the Superintendent and adopted by the Board shall not exceed one hundred eighty-three (183) days. Should any change in the adopted calendar be made necessary, the Association shall be consulted before the Board makes its decision.

9.03 PARENT-TEACHER CONFERENCES

There will be two (2) days for parent-teacher conferences for each school year. Conferences may be scheduled in the evening; however, the total hours may not exceed the total hours for a teacher workday without students. Changes in conference day schedules may be made by the administrator of the building after input by the staff involved. If necessary, kindergarten teachers will receive up to an additional day of release time to complete their conferences during each conference cycle.

9.04 REPORTING GRADES

Grades must be updated weekly, by each teacher, for each class, for each student in Progress Book, with the exception of teachers that see their students one time per week or less. They must enter grades bi-weekly.

9.05 DRUG-FREE WORKPLACE

9.0501 No employee of the Southwest Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any form of alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law. Nor are employees allowed to possess or consume alcohol on school grounds.

9.0502 "Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicle, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or competitive event where students are under the jurisdiction of the school district where work on a federal grant is performed.

9.0503 An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, the employee shall be nonrenewed or employment may be suspended or terminated, at the discretion of the Board.

9.0504 Employees are not permitted to smoke, vape, or use tobacco or THC products on school premises.

9.06 SEXUAL HARASSMENT

9.0601 The Southwest Local Schools Board of Education supports the principle of equal opportunity employment and equal educational opportunities. All persons associated with this school system, including, but not limited to the Board, the administration and the staff (both certificated and classified), are expected to conduct themselves at all times so as to provide at atmosphere free from sexual harassment. Students are expected to conduct themselves at all times at all school related activities and functions so as to provide an atmosphere free from sexual harassment.

9.0602 Each administrator shall be responsible for promoting understanding and acceptance of, and assuring compliance with, state and federal laws and Board policy and procedures governing sexual harassment within his or her school or office.

9.0603 The Board has developed complaint procedures included in Board policy, a copy of which is attached hereto as Exhibit A, which will be available to all employees and students.

ARTICLE X:
LEAVES

10.01 ASSAULT LEAVE

10.0101 Any service-connected case of assault on a member of the bargaining unit occurring on the school premises or during a school-sponsored function and not caused by another employee of the District shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of thirty (30) days per member each school year. Upon request, the Superintendent may agree to extend such leave for extreme cases of assault up to one hundred eighty-three (183) days.

10.0102 Medical verification shall be furnished to the Superintendent or his/her designee for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

10.0103 Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

10.0104 If a member is required to be absent from school because of court appearance(s) resulting from an assault and he/she requires assault leave days exceeding thirty (30) during that school year, additional days equivalent to the number of days used for court appearances shall be granted to that member.

10.0105 The member assaulted agrees to cooperate fully with police and the administration in any investigation of an alleged assault upon a member unless otherwise advised by his/her legal counsel.

10.0106 Any teacher who suffers a loss to personal property as a result of a service-connected assault shall be reimbursed by the District in addition to any other compensation the teacher may be entitled to from other sources.

10.02 PERSONAL LEAVE

10.0201 A. Certified personnel who must be absent from school to attend urgent personal business shall be granted four (4) personal leave days per year without deduction in salary.

B. Any unused personal leave days shall be converted to sick leave.

10.0202 A. Application for personal leave shall be made to the immediate supervisor at least forty-eight (48) hours in advance of the requested absence date. Teachers will not be questioned why they are utilizing personal leave.

B. If the urgency of the personal leave is such that the forty-eight (48) hour notice and written request is impractical, verbal approval may be given by the supervisor and the written statement submitted upon return from the absence.

10.0203 Where possible, personal days should not be requested before or after a vacation period, school holiday, or other school recess. A teacher may be away from his/her assignment for less than two (2) hours provided the teacher makes arrangements with the principal, and the teacher has arranged for principal approved coverage of his/her assignment at no cost to the District. The absence will not be charged against his/her personal leave.

10.0204 Personal days shall be charged in quarter day increments. Teachers are encouraged to use quarter or half days whenever possible.

10.0205 No more than twenty-five (25%) of the teachers in a building (rounded up to a whole person) may use personal leave on the same day. The days shall be granted in the order which they were requested. The Superintendent or his/her designee may authorize personal absence beyond that specified above at his/her discretion. (See Appendix D)

10.03 SICK LEAVE

10.0301 Accumulation

A. Pursuant to the Ohio Revised Code, each teacher who is employed full-time shall be granted sick leave at the rate of one and one-fourth (1¼) days per calendar month of completed service; maximum annual accumulation shall be fifteen (15) days per school year. Each teacher who is employed part-time shall be granted sick leave on a prorated basis. Sick leave shall be accumulated to a limit of three hundred (300) days.

B. A newly employed teacher shall be advanced five (5) days of sick leave. A teacher shall be advanced additional days beyond the number accumulated upon request of the teacher and subsequent approval by the Superintendent.

C. After accumulating three hundred (300) days, a teacher will be able to accumulate a maximum of sixty-six (66) additional days to be stored in a separate account. These additional days can only be used once the employee has twenty-five (25) years of service credit with STRS. In order to use the additional days, the employee must have 300 sick days in their regular sick leave account. In that event, these days will be transferred to the regular sick leave account and may be used only for documented sick leave lasting five (5) consecutive days or longer for the employee's own health issues or health issues involving his/her spouse or children.

10.0302 Use

Teachers may use sick leave for the following reasons:

A. Personal illness, injury, pregnancy or related illnesses. Teachers who give birth shall be entitled to use six (6) weeks of sick leave immediately after the birth of a child or eight (8) weeks of sick leave if the child was born via cesarian section. The use of sick leave by teachers who give birth may be extended beyond six (6) or eight (8) weeks in the event the teacher provides the Board with a certification from a doctor indicating that the teacher qualifies for the use of additional sick leave.

B. Exposure to contagious disease which could be communicated to others;

C. Illness, injury, or death in the immediate family. "Immediate family" means spouse, child(ren), father, mother, brother, sister, grandparent(s), grandchild(ren), father-, mother-, brother-, and sister-in-law, stepchildren in immediate household, and other member(s) of the immediate household (stepparent, stepbrothers and stepsisters are considered immediate family); The Superintendent or his/her designee may expand the definition of immediate family on a case-by-case basis.

D. Sick leave for bereavement shall not exceed five (5) days unless granted at the discretion of the Superintendent.

E. Doctors' visits and other personal or immediate family health related issues.

F. Receipt of adopted child not to exceed fifteen (15) days.

G. Sick leave shall be charged in quarter day increments.

10.0303 Credit

A. Pursuant to the Ohio Revised Code, any teacher having terminated employment with the Board shall have his/her accumulated sick leave reinstated upon reemployment provided he/she has not used such sick leave in the employ of another board of education and/or other public agency(ies) of the State of Ohio or has not been reimbursed under an approved, legal severance plan.

B. Pursuant to the Ohio Revised Code, a teacher reemployed by the Board who, since leaving the employ of the Board, has been employed by other boards of education and/or any public agency(ies) of the State of Ohio shall receive full credit for sick leave accumulated, both in the prior employ of the Board and in the employment of the other public agency(ies) of the State of Ohio as shown in the records of the last employing organization, to the maximum accumulation set forth in Article 10.0301(A)..

C. Any teacher being newly employed by the Board who has been in the service of another board of education and/or any public agency(ies) of the State of Ohio shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization, to the maximum accumulation set forth in Article 10.0301(A).

10.0304 Records

A. Sick leave days as accumulated and used by each teacher shall be reflected on the stub of each of his/her paychecks.

B. Upon returning from a sick leave absence, the teacher shall complete a sick leave form (Appendix E) and state the name and address of a physician, if consulted, and the date(s) when such consultation occurred.

10.04 COURT APPEARANCE AND JURY DUTY

10.0401 In response to a subpoena or administrative hearing, a teacher shall sign a statement and file it with the Treasurer, stating the amount of any witness fee or other compensation received (except that which is paid specifically for expenses incurred by reason of the subpoena or court case hearing) before the end of the current pay period. Adherence to this procedure will result in no loss of salary or fringe benefits. Teachers shall use personal leave for court appearances which are not related to school/student-related matters.

10.0402 In response to a summons for jury duty, a teacher shall provide a copy of the summons to the treasurer. Adherence to this procedure will result in no loss of salary or fringe benefits for the days missed while serving as a juror.

10.05 PARENTAL LEAVE

A teacher shall be granted a leave of absence without pay for the purpose(s) of child rearing. Leave may be requested for a child under the age of five (5) (up to the fifth [5th] birthday date) and is subject to the following conditions:

10.0501 He/she shall submit a written request to the Superintendent for parental leave no less than thirty (30) calendar days prior to the date of which that teacher desires his/her leave to commence. This notice shall be waived in the event of unexpected and/or premature birth. In the case of adoption, the teacher shall notify the Superintendent that placement

of a child(ren) is likely to occur during the current semester, or within thirty (30) days, whichever is earlier, if the teacher has knowledge of such placement. If the teacher has no prior knowledge of the placement, notice shall be given as soon as possible. Such leave shall commence on the date requested by the teacher, or in the case of adoption, when he/she receives custody of the child(ren).

10.0502 Parental leave will be granted for not more than one school year.

10.0503 A teacher whose leave is ending shall receive no less than ninety (90) days prior to the expiration of leave, a certified letter notifying him/her of the end of their leave. The teacher shall notify the Superintendent in writing no less than sixty (60) days prior to the expiration of leave of his/her intent to return from such leave. Failure to notify the Superintendent may result in termination. Teachers are responsible for notifying the District office of their present address.

10.0504 Teachers who are on a Board approved leave of absence and upon return to teaching who are not placed in the position they held when they started their leave of absence will have the rights of a teacher in an involuntary transfer. However, the Association recognizes the right of the administration to assign teachers in accordance with Ohio Revised Code 3319.01.

10.0505 The Board shall provide a consecutive ten (10) day paternity leave from birth, allowing fathers to use sick leave during that time.

10.06 HEALTH LEAVE

10.0601 Upon the written request of a teacher, the Board shall grant leave for a period of not more than two (2) consecutive school years where illness or other disability is the reason for that teacher's request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leaves of absence and renewals thereof to any teacher because of physical or mental disability, but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Ohio Revised Code.

10.0602 Upon the return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The teacher returning from health leave shall suffer no loss of seniority, and shall be returned to his/her former position if available.

10.0603 The Board shall continue to carry that teacher on the payroll records for the purpose of group term life insurance and health and hospital insurance at no cost to the Board.

10.07 UNPAID LEAVE

10.0701 An employee may request an unpaid leave (Appendix G). An unpaid leave will be granted for:

A. Two (2) days during the employee’s first three years of employment in the district.

B. Six (6) days during the employee’s fourth through eighth year in the district.

C. Six (6) days during every ten (10) years of continuing service in the district after the eighth year. These days are not cumulative within this category.

10.0702 These days are not cumulative from one category to another. However, these days may be used consecutively within a category.

10.0703 All leaves must be requested at least two (2) weeks in advance, unless unique circumstances occur.

10.0704 Leaves will not be granted if a qualified substitute, as determined by the administration, cannot be secured.

10.0705 The Superintendent or his/her designee may authorize unpaid leave beyond that specified above at his/her discretion.

10.08 ATTENDANCE INCENTIVE

The Board shall provide the following attendance incentive for employees that have excellent attendance during the contract year. The payment shall be made on the second (2nd) pay in September. A professional day does not count as an absence.

Perfect Attendance - $150
One absence (partial or full) - $100

ARTICLE XI:
SALARY AND FRINGE BENEFITS

11.01 HALF-TIME TEACHERS

Teachers who work half-time or less will receive fringe benefits, if they desire coverage, at their salary ratio. They must reimburse the District the difference between their ratio and the full amount of the fringe benefit costs.

11.02 BASE PAY

The base pay effective August 1, 2024 through July 31, 2027 shall be $47,255.

11.03 TRAINING PLACEMENT

11.0301 In respect to training placement, all hours that are to be used for advancement on the salary schedule must be graduate hours in education and/or areas in which the teacher is certified, or courses with prior approval of Superintendent or designee related to the person's current certification/licensure and must be completed after initial certification/ licensure. The graduate credit must be from an accredited university or college. The graduate hours must be course work in the area of certification/licensure for which the person is presently certified / licensed, or an area of certification/licensure for which the person is pursuing a planned program toward additional certification/licensure, or an area related to the person's current certification/licensure. Training placement is separate from the policies and procedures of the Southwest Local Professional Development Committee (SLPDC).

11.0302 Letters from class instructor(s) received by September 30th indicating completion of the courses shall be acceptable provided the official transcript is received by the Board not later than October 15th.

11.0303 Upon receipt of the official transcript(s), the member will be placed on the appropriate training column of the salary schedule retroactive to the beginning of said school year.

11.04 INDEX

The index as set forth in APPENDIX G shall be used to calculate each teacher's annual salary for the 2024-2027 school years.

11.05 EXPERIENCE CREDIT

11.0501 The Board shall grant experience credit on the salary schedule for years of certificated teaching experience and experience credit for years of military service according to the provisions of the Ohio Revised Code.

11.0502 Longevity Bonus – A one-time payment of five hundred dollars ($500.00) will be given to each teacher during the thirtieth (30th) year of credited service. To receive this bonus, the employee must report all years of service to the treasurer by October 1st of the thirtieth (30th) year. This bonus will only be given during the thirtieth (30th) year.

11.06 SUPPLEMENTAL SALARIES

11.0601 The supplemental contract awarded to each teacher performing a supplemental duty shall state the amount the teacher will receive in compensation for that duty. Job description will be given by the building principal.

11.0602 The indexes of all supplemental duties not presently in existence shall be established through the negotiations procedures of this Negotiations Agreement.

11.0603 Supplemental salaries shall be calculated as a percentage of the base salary as modified by the experience factor subsequently defined.

11.0604 Requests for adding supplemental positions shall be submitted through the administration. Requests for changes in supplemental salaries shall be submitted through the Association.

A. The Board need not fill any or all positions listed on the schedule in any particular school year.

B. The Board may create a supplemental position without bargaining with the Association, but has a duty to bargain upon Association request concerning the supplemental salary for the position.

11.0605 Supplemental Salaries

High School and Junior High School Athletic and Music Supplementals

High School

Level A	Level B	Level C	Level D
17% - Head Coach **10% - Assistant Coach**	**11% - Head Coach** **8% - Assistant Coach**	**8% - Head Coach** **6% - Assistant Coach**	**6% - Head Coach** **4% - Assistant Coach**
Basketball Football Wrestling Band	Baseball Cross Country Soccer Softball Swimming Track Volleyball Vocal Music	Bowling Golf Site Manager - Fall Tennis	Cheerleading - Fall Cheerleading - Winter Site Manager - Winter Weight Training - 2 Seasons Jazz Band / Pep Band

Junior High School

Level A	Level B	Level C	Level D
10% - Head Coach **7% - Assistant Coach**	**8% - Head Coach** **6% - Assistant Coach**	**6% - Head Coach** **4% - Assistant Coach**	**4% - Head Coach**
Football Band	Basketball Track Volleyball Wrestling Vocal Music	Cross Country	Cheerleading - Fall Cheerleading - Winter

Non-Athletic and Music Supplementals

District	Community Education Director	14.00%
Secondary	Language Arts Coordinator	1.00%
High School	Dramatics Advisor	10.00%
High School	Yearbook Advisor	8.00%
High School	Academic Competition Advisor	6.00%
High School	Flag Corps Advisor	6.00%
High School	Newspaper Advisor	6.00%
High School	Science Activities Coordinator	6.00%
High School	Student Council Advisor	6.00%
High School	Department Heads (4 or more members including Dept. Head)	5.00%
High School	11th Grade Co-Advisor (2) @ 4% each or (1) @ 8%	4.00%
High School	Audio-Visual Director	4.00%
High School	Dance Team Advisor	4.00%

High School	Department Heads (3 members including Dept. Head)	3.00%
High School	Staff Development Coordinator	3.00%
High School	10th Grade Co-Advisor (2) @ 2% or (1) @ 4%	2.00%
High School	12th Grade Co-Advisor (2) @ 2% or (1) @ 4%	2.00%
High School	9th Grade Co-Advisor (2) @ 2% or (1) @ 4%	2.00%
High School	Art Club Advisor	2.00%
High School	Computer Club Advisor	2.00%
High School	Department Heads (2 members including Dept. Head)	2.00%
High School	Drug/Alcohol Coordinator	2.00%
High School	Ecology Club Advisor	2.00%
High School	F.T.A. Club Advisor	2.00%
High School	French Club Advisor	2.00%
High School	Honor Society Advisor	2.00%
High School	Latin Club Advisor	2.00%
High School	Media Club	2.00%
High School	Mock Trial Advisor	2.00%
High School	Spanish Club Advisor	2.00%
High School	Spring Musical Choreographer	2.00%
High School	Spring Musical Orchestra Director	2.00%
High School	Spring Musical Vocal Director	2.00%
High School	Study Skills Coordinator	2.00%
Junior School	Dramatics Advisor	7.00%
Junior School	Newspaper Advisor	6.00%
Junior School	Department Heads (1% less than corresponding size department at the High School)	4.00%
Junior School	Drill Team Advisor	4.00%
Junior School	Staff Development Coordinator	3.00%
Junior School	Yearbook Advisor	3.00%
Junior School	Department Heads: 1% less than corresponding size department at the High School	2.00%
Junior School	Honor Society Advisor	2.00%
Junior School	Intramural Volleyball	2.00%
Junior School	Literary Magazine Advisor	2.00%
Junior School	Mat Cats Advisor	2.00%
Junior School	Pep Club Advisor	2.00%
Junior School	Student Council Advisor	2.00%
Junior School	Study Skills Coordinator	2.00%
Junior School	Department Heads: 1% less than corresponding	1.00%
Elementary	Computer Coordinator	10.00%
Elementary	Accelerated Reader Coordinator	3.00%
Elementary	Instrumental Band Director	3.00%
Elementary	Staff Development Coordinator	3.00%
Elementary	Vocal Music Director	3.00%
Elementary	Title 1 Administrative Assistant	2.00%
Elementary	Language Arts Coordinator - 2 @ 1% ea. at	1.00%

	Harrison Elem. (Primary & Intermediate)	
Elementary	Math Coordinator - 2 @ 1% ea. at Harrison Elem. (Primary & Intermediate)	1.00%
Elementary	Science Coordinator - 2 @ 1% ea. at Harrison Elem. (Primary & Intermediate)	1.00%
Harrison Elem.	Grade K-6 Teacher Rep.	2.00%
Harrison Elem.	Special Teacher Rep. (2) @ 2% each	2.00%

11.0606 Supplemental Salaries - Department Heads, HIGH SCHOOL

There shall be department heads for the following High School departments only:

art, business, English, foreign language, home economics, technology education, mathematics, music, science, social studies, media, Special Education Department

11.0607 Extended Pay - Per Diem Rate

A.	Counseling:	High School	15 days
		Junior School	10 days
	Librarian:	High School	10 days
		Crosby, Harrison Elementary and Miami Whitewater Elementary	3 days
	District Technology Coordinator		5 days
	Psychologist	High School	10 days
	Online Curriculum Development (per course)		5 days

Teachers must work these days in order to receive pay. Paid leave may not be utilized for extended pay days.

11.0608 Experience Credit

Teachers shall earn one (1) year of experience credit for each year in which they performed supplemental duties, to a maximum of five (5) years' credit and beginning at the eleventh (11th) year per the longevity step schedule. Credit can be earned only for experience within the District. The experience need not be continuous from year to year. Credit may be transferred within similar activities, at the discretion of the administration (e.g., assistant football to head football, 11th grade to 12th grade advisor).

11.0609 Event Managers

Event Managers may be utilized to provide supervision at home events. At the regular June Board Meeting, the Board shall develop an approved list of teachers to perform these duties. Individual assignments shall be made by the building administration and may be accepted or declined at the teacher's option. Teachers shall be remunerated at the rate of .00064 times the base salary, rounded to the nearest $.50 increment, per hour.

11.0610 Dual Enrollment Teachers

In recognition of the added responsibility, teachers who are teaching classes in a dual enrollment role with a college or university will be compensated at the rate of $750.00 per class, (each bell).

11.0611 On-Line Class Teachers

Teachers who voluntarily agree to on-line students assigned to them will be compensated at the rate of $150.00 per student. The expectation would be that the teacher periodically checks in on the progress of the student as well as record the grade for that student.

11.0612 Extracurricular Supervision

There shall be a twelve thousand dollar ($12,000) allotment divided among the elementary buildings. This money shall be used solely for certified staff. The administrators shall have the discretion to divide their share based on the amount of time, effort, and size of each extracurricular club.

11.07 PERCENTAGE LEVELS - SUPPLEMENTAL SALARIES

Actual supplemental salaries for each percentage level shall be calculated using the following index: (The longevity steps will begin at step 11 and extend through step 25.)

	YEARS OF EXPERIENCE										
Percent	0	1	2	3	4	5	11	13	16	20	25
20.00	.2000	.2100	.2200	.2300	.2400	.2500	.2600	.2700	.2800	.2900	.3000
19.00	.1900	.1995	.2090	.2185	.2280	.2375	.2470	.2565	.2660	.2755	.2850
18.00	.1800	.1890	.1980	.2070	.2160	.2250	.2340	.2430	.2520	.2610	.2700
17.00	.1700	.1785	.1870	.1955	.2040	.2125	.2210	.2295	.2380	.2465	.2550
16.25	.1625	.1706	.1787	.1868	.1949	.2030	.2111	.2192	.2273	.2354	.2435
16.00	.1600	.1680	.1760	.1840	.1920	.2000	.2080	.2160	.2240	.2320	.2400
15.00	.1500	.1575	.1650	.1725	.1800	.1875	.1950	.2025	.2100	.2175	.2250
14.00	.1400	.1470	.1540	.1610	.1680	.1750	.1820	.1890	.1960	.2030	.2100
13.25	.1325	.1391	.1457	.1523	.1589	.1655	.1721	.1787	.1853	.1919	.1985
13.00	.1300	.1365	.1430	.1495	.1560	.1625	.1690	.1755	.1820	.1885	.1950
12.00	.1200	.1260	.1320	.1380	.1440	.1500	.1560	.1620	.1680	.1740	.1800
11.00	.1100	.1155	.1210	.1265	.1320	.1375	.1430	.1485	.1540	.1595	.1650
10.00	.1000	.1050	.1100	.1150	.1200	.1250	.1300	.1350	.1400	.1450	.1500
9.00	.0900	.0945	.0990	.1035	.1080	.1125	.1170	.1215	.1260	.1305	.1350
8.00	.0800	.0840	.0880	.0920	.0960	.1000	.1040	.1080	.1120	.1160	.1200
7.00	.0700	.0735	.0770	.0805	.0840	.0875	.0910	.0945	.0980	.1015	.1050
6.00	.0600	.0630	.0660	.0690	.0720	.0750	.0780	.0810	.0840	.0870	.0900
5.00	.0500	.0525	.0550	.0575	.0600	.0625	.0650	.0675	.0700	.0725	.0750
4.00	.0400	.0420	.0440	.0460	.0480	.0500	.0520	.0540	.0560	.0580	.0600
3.00	.0300	.0315	.0330	.0345	.0360	.0375	.0390	.0405	.0420	.0435	.0450
2.00	.0200	.0210	.0220	.0230	.0240	.0250	.0260	.0270	.0280	.0290	.0300
1.00	.0100	.0105	.0110	.0115	.0120	.0125	.0130	.0135	.0140	.0145	.0150

11.08 PAY PLANS

11.0801 All employees shall receive their pay via direct deposit.

11.0802 Twenty-four (24) paychecks shall be distributed to teachers before the end of the workday on the tenth (10th) and the twenty-fifth (25th) of each month. All paystubs will be distributed electronically – no longer will paystubs be distributed in paper form.

11.09 PAYROLL DEDUCTIONS

11.0901 The Board shall provide payroll deductions in any amount at no charge to the teacher and/or the Association for the following items:

A. Taxes (City, State, and Federal)
B. Association Dues
C. Credit Union
D. Medical Insurance
E. State Teachers Retirement System
F. Tax Sheltered Annuities
G. United Way
H. Educators Political Action Committee
I. Vision Plan
J. Other(s) which are mutually agreed to at a later date

11.0902 The payroll deduction of any of the above items when optional can only be initiated upon written request of the teacher.

11.0903 Unless otherwise specified, deductions shall be considered continuous from year to year. Each request for changes, additions, and/or deletions for the credit union, medical insurance, annuities, EPAC, and/or the United Way shall be implemented no later than thirty (30) calendar days after said request.

11.0904 A. No later than November 1, the Association shall provide the Board Treasurer written authorizations (new, changes, or continuous) for all teachers wishing to have payroll deductions for Association dues. These deductions shall be uniform for fifteen (15) pay periods, beginning with the seventh pay period of the school year.

B. Any teacher wishing to terminate continuous dues deductions shall notify the Association representative and Treasurer by October 1st of the year that he/she wishes to have the Association dues discontinued.

C. The Board Treasurer shall provide the Association a complete list of teachers for whom Association dues are being deducted and the total dues being deducted for each teacher.

D. The Board Treasurer shall make payment of deducted Association dues to the Association via electronic direct deposit, when available through the District's payroll software.

11.10 SECTION 125 PLAN

The Board shall implement a tax shelter of the employee's health insurance contribution pursuant to Section 125 of the Internal Revenue Code. Beginning in January 2009, the Board shall provide a full Section 125 Plan to members.

11.11 GROUP TERM LIFE INSURANCE

The Board shall provide each teacher, at no cost to the teacher, group term life insurance equivalent to two and one-half (2-1/2) times each teacher's regular salary up to a maximum benefit of two hundred fifty thousand dollars ($250,000.00) with a double indemnity feature.

11.12 TEACHER LIABILITY PROTECTION

The Board shall provide liability insurance protection for teachers transporting students in their personal automobiles, provided said transportation is in the performance of their contractual duties and with prior administrative approval.

11.13 HOSPITALIZATION

11.1301 The Board shall continue to purchase health and hospital insurance coverage from a carrier licensed by the State of Ohio for each teacher now or hereafter employed and his/her family. The Board shall not change the present benefit level unilaterally. A standing health insurance/benefit committee shall be formed. Proposed changes shall be bargained with a representative Insurance Benefit Committee and approved through a Memorandum of Understanding. If the current benefits are not available because of carrier initiative, the district will not be held to the provision The Board shall pay eighty-five percent (85%) for the cost of such insurance for the term of this Agreement.

11.1302 Any increase of over twelve percent (12%) on the total premium costs will be paid by the employee.

11.1303 The Southwest Local School District shall provide prescription drug coverage as a part of the employee health insurance coverage. The Board shall not change the present level of co-pays unilaterally. Proposed changes shall be bargained with a representative Insurance Benefit Committee and approved through a Memorandum of Understanding. If the current benefits are not available because of carrier initiative, the district will not be held to the provision.

11.1304 Any employee who as of June 2013 has a two-party or family plan with the Board will receive a fifteen hundred-dollar ($1500) stipend per year for the length of this contract if they elect to remove themselves during the open enrollment period. The employee needs to notify the Treasurer by email that they are removing themselves per this provision. Employees may not remove themselves without proof of insurance elsewhere.

11.1305 Employees and their spouses (if applicable) are required to have an annual physical. Forms shall be turned in on the first Friday in January. Deductions will start in February.

If an employee or their spouse (if applicable) does not complete the designated form, the employee will pay an additional 5% of their health insurance plan premium starting with the first paycheck in February.

11.1306 A high deductible Health Plan shall be offered as an option.

11.1307 If a member opts for a High Deductible Heath Plan (HDHP) rather than the PPO 90 plan, the Board shall annually deposit in a Health Savings Account (HSA) $3,000 for a family plan, $2,000 for an individual plus one plan, and $1,500 for an individual plan.

11.14 DENTAL PLAN

The Board shall continue to purchase family dental insurance protection for each teacher now or hereafter employed. One hundred percent (100%) of the cost of said insurance and any increase thereof shall be paid by the Board. The Board shall not change the present dental benefit unilaterally. Proposed changes shall be bargained with a representative Insurance Benefit Committee and approved through a Contract Amendment. If the current benefits are not available because of carrier initiative, the district will not be held to the provision. In no case shall there be coverage of more than one dental plan per Southwest employee.

11.15 CURRICULUM COMMITTEES

Teachers selected to work on curriculum committees to develop courses of study (on the five [5] -year rotation schedule) or Competency Based Education programs shall be reimbursed for work done beyond the normal workday at a rate of .0006 times the base salary, rounded to the nearest $.50 increment, per hour to a maximum of thirty (30) hours. Curriculum pay shall be thirty dollars ($30.00) per hour.

11.16 SEVERANCE PAY

11.1601 The Board, pursuant to Section 124.391 of the Ohio Revised Code, shall pay any member at the time of his/her retirement from the Southwest Local School District, one fourth (¼) of that member's accumulated but unused sick leave up to a maximum of fifty-nine (59) days.

11.1602 Such payment shall be made upon retirement from the District and participation in and receipt of benefits from the STRS (State Teachers Retirement System). In order for the employee to receive District severance benefits, he/she must receive his/her first check from the STRS within one hundred twenty (120) days from his/her last date of service to the District. Teachers have the option of deferring severance payment until January 1 of the year following retirement.

11.1603 Receipt of severance pay shall be considered to eliminate all sick leave days accumulated and unused at the time of the teacher's retirement.

11.1604 Payment will be made based upon the members per diem rate at the time of retirement from the District.

11.1605 If an employee retires at or after the age of 55, payment pursuant to Article 11.16 and/or Article 11.17 will be made directly into a 403(b) account belonging to the eligible employee. Such payment shall be an employer non-elective contribution. No severance shall be paid under Article 11.16 and/or Article 11.17 unless an employee has a 403(b) account into which the payment may be made. If an employee retires before the age of 55, severance pay under Article 11.16 and/or Article 11.17will be paid directly to the employee (not into a 403(b) account). Employees do not have discretion to choose between a cash payment and an employer non-elective contribution into their 403(b) account. Payment as provided herein shall be in accordance with all applicable IRS rules and regulations and within the 403(b) limits set forth in law. Payments shall be made over multiple years in accordance with IRS rules if a payment would otherwise result in a violation of the 403(b) contribution limits set forth in law.

11.17 RETIREMENT ASSISTANCE PROGRAM

11.1701 Any teacher who is eligible or becomes eligible for normal retirement with the State Teachers Retirement System and provides the Superintendent by April 1st with a letter of resignation effective at the end of the school year, will receive an additional severance per

diem (base salary) stipend of fifty percent (50%) of his/her accumulated sick leave beyond the fifty-nine (59) days allowed for severance pay under Article 11.16 if the teacher retires in his/her first year of eligibility for an actuarially reduced benefit or in his/her first year of eligibility for an unreduced benefit. Eligibility shall be determined upon the following STRS qualifications:

Unreduced Benefit for Retirement Between:	Minimum Age and Years of Service
On or after June 1, 2024	Any age and 34 years; or age 65 and 5 yrs.

Actuarially Reduced Benefit* for Retirement Between:	Minimum Age and Years of Service
On or after June 1, 2024	Any age and 29 years; or age 60 and 5 yrs.

* An actuarially reduced benefit reflects a reduction for each year that a member retires before meeting eligibility for an unreduced benefit.

11.1704 An employee who attains eligibility for retirement and does not elect to take advantage of the R.A.P. loses that benefit forever. The only exception is if the employee does not retire when they are first eligible to receive an actuarially reduced benefit, and he or she subsequently retires when they are first eligible to receive an unreduced benefit. An employee eligible to receive an unreduced benefit has the option for the R.A.P. only upon the year of initial eligibility.

11.1706 In addition, if an employee meets the qualifications for the R.A.P. payment listed above, the employee will receive payment based on the employees per diem rate at the time of retirement times fifty percent (50%) of the remainder of his/her sick leave in a lump sum payment. The R.A.P. payment will be paid in a lump sum after January 1 of the year following retirement. The payment will be made as early in the year as possible without forcing the District to borrow funds to meet the financial obligation, but in no case, will the payment be later than March 31.

11.1707 ELIGIBLE SERVICE CREDIT - DEFINITION OF TERMS

A. In determining eligibility for benefits under this program, a person must count all eligible service credit in meeting the service levels.

1. Per Diem Rate - An employee's daily rate is calculated by dividing the annual base salary or annual wages for the employee's final contract year by the days in their contract. Supplemental contract payments or overtime wages are not included in this calculation.

2. Under ordinary circumstances, retirement will become effective between school years. Every effort will be made to accommodate the employee when age-service eligibility is met at other times.

B. "Normal retirement" is considered to be: meeting the service credit and age requirements in 11.1703.

11.18 EDUCATIONAL PREROGATIVE

The children of employees of the Southwest Local School District Board of Education who do not reside within the boundary lines of the Southwest School District shall be permitted to attend the schools in the Southwest School District under the open enrollment program.

11.19 SAFETY

Violations or suspected violations of health and safety regulations must be reported to the immediate supervisor at the first opportunity.

The Board shall provide each member of the bargaining unit with a safe and healthy work environment. If the Board or the Administration is made aware of any compromise in the safety and/or health of the workplace provided to any bargaining unit member or group of bargaining unit members, the Superintendent or designee shall immediately and thoroughly investigate the situation and shall keep the affected bargaining unit member(s) and the Association President apprised of the progress and results of the investigation. Immediately upon the investigation's conclusion, the Superintendent shall take all such action as permitted by law and deemed necessary to restore the safety and/or health of the workplace. If the compromise to the safety and health of the workplace of any bargaining unit member(s) is the result of a threat of any kind made by a student, parent, and/or any other person, the Superintendent shall take all such immediate action permitted by law that is necessary to protect the safety of the affected bargaining unit members.

11.20 BACKGROUND CHECK

The Board shall pay the actual cost of the teacher's criminal background check.

ARTICLE XII:
CONCLUSION

12.01 CONTRARY TO LAW

If it is determined by a court of law with jurisdiction to this District or by an act of the Federal and/or State Legislature(s) that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent specifically prohibited. The remaining provisions shall remain in effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association on that provision to obtain a workable provision within the established legal structure.

12.02 DURATION OF AGREEMENT

This Agreement shall be in effect from August 1, 2024 and shall remain in full force and effect through July 31, 2027, inclusive, except as herein indicated.

12.03 LIMITED RIGHT TO STRIKE

In the event all of the impasse procedures set forth in this contract have been fully completed and no agreement has been reached between the parties and the effective date of the contract provisions at issue has expired (see 12.02 above), and/or the entire contract has expired and the Association has given the statutory notice to strike required by Chapter 4117 of the Ohio Revised Code, then, in that event only, the Association may exercise its statutory right to strike on those issues which are negotiable in accordance with the provisions of this contract.

SOUTHWEST LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 8-2-24

Superintendent

SOUTHWEST CLASSROOM TEACHERS
ASSOCIATION

Date: 8/7/24

SCTA President
SLCTA

APPENDIX A-1

SOUTHWEST LOCAL SCHOOL DISTRICT

GRIEVANCE FORM - STEP TWO

GRIEVANT_____ GRIEVANCE #_____

SCHOOL_____

DATE GRIEVANCE OCCURRED_____

STATEMENT OF

GRIEVANCE_____

_____

_____

_____

_____

_____

RELIEF SOUGHT

_____

_____

_____

_____

_____
Signature of Grievant Date

_____
Signature of Association President Date

DISPOSITION OF PRINCIPAL/SUPERVISOR

_____

_____

_____

_____

_____
Signature of Principal/Supervisor Date

NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).

APPENDIX A-2

SOUTHWEST LOCAL SCHOOL DISTRICT

GRIEVANCE FORM - STEP THREE

GRIEVANT_____ GRIEVANCE #_____

SCHOOL_____

POSITION OF

GRIEVANT_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Grievant Date

_____ _____

Signature of Association President Date

DISPOSITION OF SUPERINTENDENT

_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Superintendent Date

NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).

APPENDIX A-4

SOUTHWEST LOCAL SCHOOL DISTRICT

GRIEVANCE FORM - STEP FOUR

GRIEVANT_____GRIEVANCE#_____

SCHOOL_____

POSITION OF

ASSOCIATION_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Grievant Date

_____
Signature of Association President Date

DISPOSITION AND AWARD OF

ARBITRATOR_____

_____

_____

_____

_____

_____

_____

_____
Signature of Arbitrator Date

NOTE: If additional space is needed in reporting any of the sections above, attach additional sheet(s).

APPENDIX B

SOUTHWEST LOCAL SCHOOL DISTRICT

NOTICE AS TO TEACHER'S SALARY
Revised Code, Sec. 3319.12

Employee is responsible for notification of any error in the District's calculation of teacher experience.

OFFICE OF THE BOARD OF EDUCATION OF
Southwest Local School District
Harrison, Ohio

_____, 19_____

TO _____
_____

YOU ARE HEREBY NOTIFIED that your salary for the School Year of 20_____ 20_____ will be _____ Dollars.

Said salary will be payable beginning _____, 20_____, and ending _____, 20_____, for a total of _____ workdays.

Degree(s)_____
Teaching Experience_____
District Service_____

THE BOARD OF EDUCATION

_____
President

By_____
Treasurer

APPENDIX C

SOUTHWEST LOCAL SCHOOL DISTRICT

PERSONAL LEAVE

I, _____, request _____ days for personal leave.

My absence from regular duty begins:

_____, _____, _____.
Month Date Year

I will return on:

_____, _____, _____.
Month Date Year

Use of 1/4 or 1/2 day is encouraged whenever possible.

Application for personal leave shall be made to the immediate supervisor at least forty-eight (48) hours in advance of the requested absence date.

_____ _____
Signature of Employee Signature of Principal

_____
Social Security Number

APPENDIX D
Event Attendance Form

Name: _____ Building: _____

District Preferred Events:

Graduation Attendance	_____	2 hours
Assigned Duty at Graduation	_____	1 additional hour
Open House Attendance	_____	3 hours

List other events attended below:

_____	_____	hours
_____	_____	hours
_____	_____	hours
_____	_____	hours

Total *(minimum of 7 hours required)* _____ **hours**

Compensatory time of 7 hours on end-of-quarter day(s) taken on _____.

(Note: If choosing the 4th quarter day, teacher shall schedule “check out” with principal prior to end of final student day.)

Employee Signature _____

APPENDIX E

SOUTHWEST LOCAL SCHOOL DISTRICT

APPLICATION FOR SICK LEAVE

NAME: _____ DATE: _____

SCHOOL: _____

I request _____ day/days of sick leave beginning _____
(time & date)

and ending _____.
(time & date)

I am applying for sick leave as provided in Revised Code Section 3319.14.4 and that use of sick leave is justified for the following reasons:

1) _____ Personal Illness, Injury, Pregnancy or Related Illness
Name & Address of attending physician (if any)
_____
_____
_____

2) _____ Family Illness or Injury
Name & relationship of immediate family member
_____

3) _____ Other Please explain
_____
_____

_____
Employee Signature

Social Security No._____

Approved: _____

Disapproved: _____

Date: _____

By: _____

The employer may ask for the doctor's recommendation himself/herself by talking with the physician. Management may ask the employee:

who the doctor is;
what is the doctor's recommendation for leave.

The teacher can bring a statement with a recommendation. If he/she chooses not to bring a statement, management may call the recommending physician.

APPENDIX F

SOUTHWEST LOCAL SCHOOL DISTRICT

CITIZEN'S REQUEST FOR RECONSIDERATION OF MATERIALS

Author_____ Hardback_____ Paperback_____
Title _____
Publisher (if known) _____
Request initiated by_____
Telephone_____ Address _____
City_____ Zip_____

Complainant represents
_____ himself/herself
_____ (name organization) _____
_____ (identify other group)
_____

Please use reverse side if necessary for answers.

1. To what in the work do you object? Please be specific; cite
   page_____
   _____
2. Why do you object to the work?
   _____
3. What do you feel might be the results of reading this work?
   _____
4. Did you read the entire work? _____ What pages or sections?
   _____
5. Are you aware of the judgement of this work by critics?
   _____
6. Are you aware of the teacher's purpose in using this work?
   _____
7. What do you believe is the theme or purpose of this work?
   _____
8. What would you prefer the school do about this work?
   _____ Do not assign or recommend it to my child.
   _____ Withdraw it from all students.
   _____ Send it back to the respective department or library for reevaluation.
9. In its place, what work of equal value would you recommend that would convey as valuable a picture and perspective of a society or a set of values?
   _____
   _____

_____
(Signature of Complainant)

APPENDIX G

SOUTHWEST LOCAL SCHOOL DISTRICT

CERTIFIED UNPAID LEAVE

I, _____, request _____ days for unpaid leave.

My absence from duty begins:

_____,	_____,	_____
Month	Date	Year

I will return on:

_____,	_____,	_____
Month	Date	Year

An unpaid leave will be granted for:

A. Two (2) day during the employee's first three years of employment with the district.
B. Six (6) days during the employee's fourth through eighth year in the district.
C. Six (6) days during every ten (10) years of continuing service in the district after the eighth year. These days are not cumulative within this category.

These days are not cumulative from one category to another. However, these days may be used consecutively within a category.

All leaves must be requested at least two (2) weeks in advance, unless unique circumstances occur.

Leaves will not be granted if a qualified substitute, as determined by the administration, cannot be secured.

_____	_____
Signature of Employee	Signature of Principal

_____
Social Security Number

APPENDIX H

BASE SALARY 47,255

SLSD TEACHERS' SALARY SCHEDULE & INDEX
2024-2025 SCHOOL YEAR

		EDUCATIONAL LEVEL						
EXPERIENCE		NON-DEGREED	BA	BA+15	BA+30	MA	MA+15	MA+30
0	SALARY	45,535	47,255	49,774	52,297	54,816	57,334	59,858
	INDEX	0.9636	1.0000	1.0533	1.1067	1.1600	1.2133	1.2667
1	SALARY	46,678	49,774	52,297	54,816	57,334	59,858	62,377
	INDEX	0.9878	1.0533	1.1067	1.1600	1.2133	1.2667	1.3200
2	SALARY	48,200	52,297	54,816	57,334	59,858	62,377	64,895
	INDEX	1.0200	1.1067	1.1600	1.2133	1.2667	1.3200	1.3733
3	SALARY	49,533	54,816	57,334	59,858	62,377	64,895	67,419
	INDEX	1.0482	1.1600	1.2133	1.2667	1.3200	1.3733	1.4267
4	SALARY	50,865	57,334	59,858	62,377	64,895	67,419	69,937
	INDEX	1.0764	1.2133	1.2667	1.3200	1.3733	1.4267	1.4800
5	SALARY	52,198	59,858	62,377	64,895	67,419	69,937	72,456
	INDEX	1.1046	1.2667	1.3200	1.3733	1.4267	1.4800	1.5333
6	SALARY	53,535	62,377	64,895	67,419	69,937	72,456	74,980
	INDEX	1.1329	1.3200	1.3733	1.4267	1.4800	1.5333	1.5867
7	SALARY	54,868	64,895	67,419	69,937	72,456	74,980	77,498
	INDEX	1.1611	1.3733	1.4267	1.4800	1.5333	1.5867	1.6400
8	SALARY	56,200	67,419	69,937	72,456	74,980	77,498	80,017
	INDEX	1.1893	1.4267	1.4800	1.5333	1.5867	1.6400	1.6933
9	SALARY	57,533	69,937	72,456	74,980	77,498	80,017	82,540
	INDEX	1.2175	1.4800	1.5333	1.5867	1.6400	1.6933	1.7467
10	SALARY	58,866	72,456	74,980	77,498	80,017	82,540	85,059
	INDEX	1.2457	1.5333	1.5867	1.6400	1.6933	1.7467	1.8000
11	SALARY	60,198	74,980	77,498	80,017	82,540	85,059	87,578
	INDEX	1.2739	1.5867	1.6400	1.6933	1.7467	1.8000	1.8533
12	SALARY	61,531	77,498	80,017	82,540	85,059	87,578	90,101
	INDEX	1.3021	1.6400	1.6933	1.7467	1.8000	1.8533	1.9067
13	SALARY	62,863	80,017	82,540	85,059	87,578	90,101	92,620
	INDEX	1.3303	1.6933	1.7467	1.8000	1.8533	1.9067	1.9600
14	SALARY	64,196	82,540	85,059	87,578	90,101	92,620	95,138
	INDEX	1.3585	1.7467	1.8000	1.8533	1.9067	1.9600	2.0133
16	SALARY	65,529	85,059	87,578	90,101	92,620	95,138	97,657
	INDEX	1.3867	1.8000	1.8533	1.9067	1.9600	2.0133	2.0666
20	SALARY	66,861	87,578	90,101	92,620	95,138	97,657	100,176
	INDEX	1.4149	1.8533	1.9067	1.9600	2.0133	2.0666	2.1199
24	SALARY	68,194	90,101	92,620	95,138	97,657	100,176	102,695
	INDEX	1.4431	1.9067	1.9600	2.0133	2.0666	2.1199	2.1732
26	SALARY	69,526	92,620	95,138	97,657	100,176	102,695	105,213
	INDEX	1.4713	1.9600	2.0133	2.0666	2.1199	2.1732	2.2265
28	SALARY	70,859	95,138	97,657	100,176	102,695	105,213	107,732
	INDEX	1.4995	2.0133	2.0666	2.1199	2.1732	2.2265	2.2798
30	SALARY	72,191	97,657	100,176	102,695	105,213	107,732	110,251
	INDEX	1.5277	2.0666	2.1199	2.1732	2.2265	2.2798	2.3331

BOARD APPROVED:

BASE SALARY 46,318

SLSD TEACHERS' SALARY SCHEDULE & INDEX
2025-2026 SCHOOL YEAR

		EDUCATIONAL LEVEL						
EXPERIENCE		NON-DEGREED	BA	BA+15	BA+30	MA	MA+15	MA+30
0	SALARY	46,659	48,318	50,893	53,474	56,049	58,624	61,204
	INDEX	0.9836	1.0000	1.0533	1.1067	1.1600	1.2133	1.2667
1	SALARY	47,729	50,893	53,474	56,049	58,624	61,204	63,780
	INDEX	0.9979	1.0533	1.1067	1.1600	1.2133	1.2667	1.3200
2	SALARY	49,284	53,474	56,049	58,624	61,204	63,780	66,355
	INDEX	1.0200	1.1067	1.1600	1.2133	1.2667	1.3200	1.3733
3	SALARY	50,647	56,049	58,624	61,204	63,780	66,355	68,935
	INDEX	1.0482	1.1600	1.2133	1.2667	1.3200	1.3733	1.4267
4	SALARY	52,009	58,624	61,204	63,780	66,355	68,935	71,511
	INDEX	1.0764	1.2133	1.2667	1.3200	1.3733	1.4267	1.4800
5	SALARY	53,372	61,204	63,780	66,355	68,935	71,511	74,086
	INDEX	1.1046	1.2667	1.3200	1.3733	1.4267	1.4800	1.5333
6	SALARY	54,739	63,780	66,355	68,935	71,511	74,086	76,666
	INDEX	1.1329	1.3200	1.3733	1.4267	1.4800	1.5333	1.5867
7	SALARY	56,102	66,355	68,935	71,511	74,086	76,666	79,242
	INDEX	1.1611	1.3733	1.4267	1.4800	1.5333	1.5867	1.6400
8	SALARY	57,465	68,935	71,511	74,086	76,666	79,242	81,817
	INDEX	1.1893	1.4267	1.4800	1.5333	1.5867	1.6400	1.6933
9	SALARY	58,827	71,511	74,086	76,666	79,242	81,817	84,397
	INDEX	1.2175	1.4800	1.5333	1.5867	1.6400	1.6933	1.7467
10	SALARY	60,190	74,086	76,666	79,242	81,817	84,397	86,972
	INDEX	1.2457	1.5333	1.5867	1.6400	1.6933	1.7467	1.8000
11	SALARY	61,552	76,666	79,242	81,817	84,397	86,972	89,548
	INDEX	1.2739	1.5867	1.6400	1.6933	1.7467	1.8000	1.8533
12	SALARY	62,915	79,242	81,817	84,397	86,972	89,548	92,128
	INDEX	1.3021	1.6400	1.6933	1.7467	1.8000	1.8533	1.9067
13	SALARY	64,277	81,817	84,397	86,972	89,548	92,128	94,703
	INDEX	1.3303	1.6933	1.7467	1.8000	1.8533	1.9067	1.9600
14	SALARY	65,640	84,397	86,972	89,548	92,128	94,703	97,279
	INDEX	1.3585	1.7467	1.8000	1.8533	1.9067	1.9600	2.0133
16	SALARY	67,003	86,972	89,548	92,128	94,703	97,279	99,854
	INDEX	1.3867	1.8000	1.8533	1.9067	1.9600	2.0133	2.0666
20	SALARY	68,365	89,548	92,128	94,703	97,279	99,854	102,429
	INDEX	1.4149	1.8533	1.9067	1.9600	2.0133	2.0666	2.1199
24	SALARY	69,728	92,128	94,703	97,279	99,854	102,429	105,005
	INDEX	1.4431	1.9067	1.9600	2.0133	2.0666	2.1199	2.1732
26	SALARY	71,090	94,703	97,279	99,854	102,429	105,005	107,580
	INDEX	1.4713	1.9600	2.0133	2.0666	2.1199	2.1732	2.2265
28	SALARY	72,453	97,279	99,854	102,429	105,005	107,580	110,155
	INDEX	1.4995	2.0133	2.0666	2.1199	2.1732	2.2265	2.2798
30	SALARY	73,815	99,854	102,429	105,005	107,580	110,155	112,731
	INDEX	1.5277	2.0666	2.1199	2.1732	2.2265	2.2798	2.3331

BOARD APPROVED:

BASE SALARY 49,284

SLSD TEACHERS' SALARY SCHEDULE & INDEX
2026-2027 SCHOOL YEAR

		EDUCATIONAL LEVEL						
EXPERIENCE		NON-DEGREED	BA	BA+15	BA+30	MA	MA+15	MA+30
0	SALARY	47,490	49,284	51,911	54,543	57,169	59,796	62,428
	INDEX	0.9636	1.0000	1.0533	1.1067	1.1600	1.2133	1.2667
1	SALARY	48,683	51,911	54,543	57,169	59,796	62,428	65,055
	INDEX	0.9878	1.0533	1.1067	1.1600	1.2133	1.2667	1.3200
2	SALARY	50,270	54,543	57,169	59,796	62,428	65,055	67,682
	INDEX	1.0200	1.1067	1.1600	1.2133	1.2667	1.3200	1.3733
3	SALARY	51,659	57,169	59,796	62,428	65,055	67,682	70,313
	INDEX	1.0482	1.1600	1.2133	1.2667	1.3200	1.3733	1.4267
4	SALARY	53,049	59,796	62,428	65,055	67,682	70,313	72,940
	INDEX	1.0764	1.2133	1.2667	1.3200	1.3733	1.4267	1.4800
5	SALARY	54,439	62,428	65,055	67,682	70,313	72,940	75,567
	INDEX	1.1046	1.2667	1.3200	1.3733	1.4267	1.4800	1.5333
6	SALARY	55,834	65,055	67,682	70,313	72,940	75,567	78,199
	INDEX	1.1329	1.3200	1.3733	1.4267	1.4800	1.5333	1.5867
7	SALARY	57,224	67,682	70,313	72,940	75,567	78,199	80,826
	INDEX	1.1611	1.3733	1.4267	1.4800	1.5333	1.5867	1.6400
8	SALARY	58,613	70,313	72,940	75,567	78,199	80,826	83,453
	INDEX	1.1893	1.4267	1.4800	1.5333	1.5867	1.6400	1.6933
9	SALARY	60,003	72,940	75,567	78,199	80,826	83,453	86,084
	INDEX	1.2175	1.4800	1.5333	1.5867	1.6400	1.6933	1.7467
10	SALARY	61,393	75,567	78,199	80,826	83,453	86,084	88,711
	INDEX	1.2457	1.5333	1.5867	1.6400	1.6933	1.7467	1.8000
11	SALARY	62,783	78,199	80,826	83,453	86,084	88,711	91,338
	INDEX	1.2739	1.5867	1.6400	1.6933	1.7467	1.8000	1.8533
12	SALARY	64,173	80,826	83,453	86,084	88,711	91,338	93,970
	INDEX	1.3021	1.6400	1.6933	1.7467	1.8000	1.8533	1.9067
13	SALARY	65,563	83,453	86,084	88,711	91,338	93,970	96,597
	INDEX	1.3303	1.6933	1.7467	1.8000	1.8533	1.9067	1.9600
14	SALARY	66,952	86,084	88,711	91,338	93,970	96,597	99,223
	INDEX	1.3585	1.7467	1.8000	1.8533	1.9067	1.9600	2.0133
16	SALARY	68,342	88,711	91,338	93,970	96,597	99,223	101,850
	INDEX	1.3867	1.8000	1.8533	1.9067	1.9600	2.0133	2.0666
20	SALARY	69,732	91,338	93,970	96,597	99,223	101,850	104,477
	INDEX	1.4149	1.8533	1.9067	1.9600	2.0133	2.0666	2.1199
24	SALARY	71,122	93,970	96,597	99,223	101,850	104,477	107,104
	INDEX	1.4431	1.9067	1.9600	2.0133	2.0666	2.1199	2.1732
26	SALARY	72,512	96,597	99,223	101,850	104,477	107,104	109,731
	INDEX	1.4713	1.9600	2.0133	2.0666	2.1199	2.1732	2.2265
28	SALARY	73,901	99,223	101,850	104,477	107,104	109,731	112,358
	INDEX	1.4995	2.0133	2.0666	2.1199	2.1732	2.2265	2.2798
30	SALARY	75,291	101,850	104,477	107,104	109,731	112,358	114,985
	INDEX	1.5277	2.0666	2.1199	2.1732	2.2265	2.2798	2.3331

BOARD APPROVED:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **SOUTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **SOUTHWEST CLASSROOM TEACHERS ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from July 1, 2024 through August 31, 2027; and

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law; and

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") during the 2024-2025 through 2026-2027 school years; and

NOW, THEREFORE, BE IT AGREED up on by the Board and the Association as follows:

1. For the 2024-2025 through 2026-2027 school years, the Board and the Association agree to implement OTES 2.0 in place of the current Collective Bargaining Agreement Evaluation System (Article 4) for all members who meet the definition of "teacher" (50% or more contact with students) in ORC 3319.111.

2. Article 4.0609 Continuing Contract remains applicable to all teachers regardless of the system they are evaluated with.

3. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation Committee with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of the Board's teacher evaluation policy. This committee shall be comprised of five (5) Administrators, appointed by the Superintendent, and five (5) teachers, appointed by the Association President.

4. Prior to making any changes or modifications to any of the attached documents (Board Policy, Teacher Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation Committee for the purposes of discussing the changes and collaborating to resolve any conflicts.

5. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with ORC 4117.

6. Teachers who have been employed for less than three years and whose contracts are recommended for non-renewal shall be entitled to the following:

   A. Teachers will receive one formal holistic observation and two formal focused observations, with pre/post conferences and periodic walkthroughs completed by April 30th. The observations and pre/post conferences shall be in accordance with the Board's teacher evaluation policy.

   B. Non-renewal of contracts shall be preceded by written notification, to the teacher from the Superintendent, stating the intent to recommend non-renewal. This notification shall be given to the employee by April 30th. Teachers so notified shall be given the opportunity, upon written request, to address the Board in executive session with an Association representative.

   C. Written notice of the Board's action on non-renewal shall be given to the teacher on or before June 1st and shall be served on the teacher personally or mailed by certified mail to his or her last address as shown on the records of the Board. If service is made by certified mail, the parties agree that the date of mailing shall be considered the date of service.

   D. Teachers under this provision shall not have the right to grieve, appeal, or otherwise challenge the non-renewal except as to whether the procedures set forth in A - C above were followed.

7. Alleged violations of this Memorandum of Understanding, the Board's teacher evaluation policy, or the Teacher Evaluation Handbook shall be addressed solely through the Grievance procedures of Article III of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the **SOUTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the

SOUTHWEST CLASSROOM TEACHERS ASSOCIATION have executed this Memorandum on the dates opposite their signature.

SOUTHWEST LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Date: 8.7.24

Superintendent

SOUTHWEST CLASSROOM TEACHERS ASSOCIATION

Date: 8/7/24

Laura D. Green

~~SCTA~~ President
SLCTA