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NEGOTIATED AGREEMENT

BETWEEN

SOUTHERN LOCAL EDUCATION ASSOCIATION

AND

SOUTHERN LOCAL BOARD OF EDUCATION

July 1, 2024 – June 30, 2027

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ARTICLE I

RECOGNITION

The Southern Local Board of Education recognizes the SLEA/OEA/NEA as the sole and exclusive bargaining agent for all certificated, professional staff, working more than eighteen (18) hours per week, excluding the Superintendent, building principals, and other administrative personnel hired under administrative contract in accordance with 3319.02 O.R.C.; substitute teachers; home instructors and home tutors (being those hired on an hourly basis not to exceed three (3) hours per day); and casual employees (those not employed by the school district).

ARTICLE II

THE NEGOTIATED CONTRACT

A. Severability

1. In the event there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto shall continue in full force and effect in accordance with their terms.

2. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this agreement, the parties will meet to negotiate any necessary change in the agreement relative to the affected provision within thirty (30) days by demand of either party.

3. If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s), of employment or working condition(s), then the parties will meet to negotiate the additional term, condition of employment, or working condition within thirty (30) days by demand of either party.

B. Maintenance

During the duration of this contract, the Southern Local Board of Education shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this contract.

ARTICLE III

NEGOTIATIONS PROCEDURE

A. Negotiations

1. Either party may initiate negotiations by filing a notice to negotiate at least sixty (60) days prior to the expiration of this contract.

2. As soon as possible after this contract is signed, 100 copies of this contract shall be reproduced. The Board shall distribute copies to the Board members and school Administrators, and the Southern Local Education Association shall distribute one (1) copy to each bargaining unit member. The cost of the booklet shall be shared. All undistributed copies shall be retained by the Southern Local Education Association for future distribution.

B. The following alternate dispute settlement procedure shall replace O.R.C. 4117.14(C)(2) through 4117.14(D)(1) as provided for under O.R.C. 4117.14(C)(1)(f) in the negotiations for a successor contract.

Both parties agree that mediation through FMCS is the final step and that following the end of the mediation process O.R.C. 4117.14(D)(2) and the provisions thereafter shall apply. The mediation process shall end no later than 15 working days following the declaration of impasse by either party.

Nothing contained herein shall prohibit the parties from, at any time, mutually agreeing to extend the timelines or another dispute resolution procedure.

ARTICLE IV

GRIEVANCE PROCEDURE

A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

B. A grievant is a member of the bargaining unit or the Association having a grievance.

C. A day shall mean work days during the regular school year. During summer months, "days" mean calendar days, excluding Saturdays, Sundays, and legal holidays.

D. Either party retains the right to representation at any step in this procedure. However, no grievant may be represented by any teacher organization other than the Association.

E. A grievance may be withdrawn at any level without prejudice or record.

F. Except at Step 1, all grievances shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied, a brief statement of the facts, giving rise to the grievance, and the relief sought.

G. Any grievance not advanced to the next level by the grievant within the time limits provided shall be deemed withdrawn.

H. Any grievance not answered by the administration within the time limits in that level may be appealed to the next level.

I. All grievance records shall be kept separately from the employee's personnel file and shall be subject to the same rules and confidentiality as the personnel file except that written grievance resolutions and arbitration awards shall not be kept confidential.

J. No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, or any participant in the grievance procedure.

K. The Association shall receive copies of all written grievances.

L. No grievance resolution shall be inconsistent with the terms of this contract.

M. Authority to Resolve Grievance - In the event the immediate supervisor does not have the authority to resolve the grievance, the grievance procedure may be initiated at Step III.

Step I – Informal

A grievant shall discuss the alleged grievance with their building principal within twenty (20) days of the facts giving rise to the grievance after they know or should have known of the alleged grievance. The grievant and building principal will sign a grievance form to indicate that step one (1) has been completed.

Step II

If the grievance is not resolved at Step I, the grievant shall within ten (10) days of the Step I meeting, file a Grievance Report Form II with building principal and Association President. Said form shall include date of occurrence, statement of nature of grievance, provisions of the contract allegedly violated, and a brief statement of the facts giving rise to the grievance, and the relief sought.

The principal shall indicate his/her disposition of the grievance in writing within ten (10) days after receiving grievance form.

Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she shall within ten (10) days of receipt of disposition request a meeting with the Superintendent to discuss the grievance.

The Superintendent shall meet with the grievant within five (5) days of the request.

Within three (3) days of the meeting, the Superintendent shall indicate, in writing, his/her disposition of the grievance.

Step IV

If the grievant is not satisfied with the disposition of the grievance at Step III, within ten (10) days of receipt of the disposition of the grievance he/she shall request a meeting with the Board of Education to discuss the grievance.

The Board shall meet with the grievant at its next regular Board meeting. Within ten (10) days following the meeting, the Superintendent shall issue an answer on behalf of the Board.

Step V

1. If the Association is not satisfied with the disposition of the grievance at Step IV, the Association, may within fifteen (15) days from receipt of Step IV disposition, request a hearing before an arbitrator. The Association's request for arbitration shall be by email with return receipt requested to the Superintendent.

2. Within ten (10) days following receipt by the Superintendent of the Association's request for arbitration, the Association shall petition American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected through the use of the voluntary rules of the American Arbitration Association. Once the arbitrator has been

selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The decision shall be in writing and a copy sent to all parties present within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract. All expenses for the arbitrator shall be paid by the losing party.

ARTICLE V

CONTRACTS

A. Contract Status

B. Members becoming eligible for a Continuing Contract during the term of a limited contract shall be considered for a Continuing Contract in accordance with Revised Code Section 3319.11 only at the regular Board meeting in May provided they have notified the Superintendent in writing of their eligibility prior to February 1st of that school year. Members who meet all the requirements of law shall be granted a continuing contract unless the teacher has ineffective or unsatisfactory evaluations or has been placed on an improvement plan.

C. Contract Progression

1. Limited contracts shall be issued in the following progression:

   a. One (1) year limited contract upon initial employment.
   b. One (1) year limited contract upon reemployment for the second contract.
   c. One (1) year limited contract upon reemployment for the third contract.
   d. Three (3) year contract upon reemployment for the fourth contract.
   e. Five (5) year contract upon reemployment for the fifth (5th) contract and every limited contract thereafter.

ARTICLE VI

NON-RENEWAL OF A LIMITED CONTRACT

A. Reasons for the non-renewal of a bargaining unit member's contract shall be based upon the evaluation of the individual's total job performance. The superintendent shall notify the teacher in writing prior to May 1st specifying the reasons why the superintendent intends to recommend that the teacher's contract will not be renewed.

B. The member shall have the right to meet with the superintendent. Such meeting must take place within ten (10) days of the teacher's request. A decision in writing shall be rendered within five (5) school days.

C. If the superintendent still intends to recommend non-renewal, the member has the right to a hearing before the school board (in executive session if requested).

D. The member may be represented at any point in the non-renewal process by an Association representative, or legal counsel of his/her choice.

E. Non-renewal will not be used to achieve a reduction in force.

F. After completion of the third (3rd) one (1) year limited contract, no bargaining unit member shall be non-renewed without just cause.

ARTICLE VII

REDUCTION IN FORCE POLICY

A. The employment contract of a bargaining unit member may be suspended pursuant to section 3319.17 O.R.C. when the position is eliminated as a result of the following:

1. A reduction in pupil enrollment;

2. The suspension of schools;

3. Territorial changes affecting the school district;

4. Return to duty of teachers after leaves of absence; or

5. Financial reasons

B. When a reduction in force is necessary for any of the above, the following procedures shall apply:

1. If the Board is considering suspending the contracts of any bargaining unit members, it shall notify both the teacher and the Association in writing, no later than April 1st. The notice shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Both the Association and the teacher or teachers affected shall have the right to a hearing before the Board to present written and oral testimony concerning the reduction in force.

2. Reductions shall be made by suspending contracts based upon the superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

a. <u>"Ineffective" evaluation rating</u>

The reduction shall first be made on the basis of teachers' evaluations. Any teacher with an "ineffective" rating on his/her last two evaluations shall be the first level of teachers subject to the reduction in force. The Superintendent shall have solo discretion as to the order that "ineffective" teachers are laid off and which "ineffective" teachers are laid off.

b. <u>"Developing" evaluation rating with Improvement Plan</u>

If the reduction in force goes beyond teachers with an "ineffective" rating or if there are insufficient numbers of such teachers to accomplish the RIF needed, then teachers with a rating of "developing" and who are on an improvement plan will be the next level of teachers subject to RIF in accordance with the discretion of the Superintendent.

1) If a teacher has a rating of "developing" and is placed on an improvement plan, he/she will have five (5) work days to request a meeting with the principal to discuss his/her placement on an improvement plan. At the meeting, the teacher may bring any materials, he/she may wish to bring to convince the principal to reconsider the decision to place the teacher on the improvement plan.

2) Any teacher who is on a continuing contract shall be given preference by the Superintendent in making his recommendations and determinations under this Article, which preference, however, shall not entitle the teacher to avoid RIF if he/she has evaluations with ratings of "ineffective" or if he/she is on an improvement plan.

c. <u>Comparable evaluation ratings</u>

For the purpose of Article VII, teachers will be considered to have "comparable evaluations" if their evaluations ratings are "accomplished", "skilled", or "developing", so long as the teacher rated as developing is not on an improvement plan. Thus, if the Reduction in Force goes beyond teachers with an "ineffective" rating and those teachers with a "developing" rating and an improvement plan, then any further RIF will be based on seniority.

1) All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certified/licensed. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts. An updated seniority list shall be made available to the Association.

2) Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure. A teacher so affected may elect to displace a teacher who holds the lowest position on a seniority list for another area of certification/licensure. Any such election must be made at the time the teacher is notified in writing that he/she will be affected by a reduction in force.

3) Seniority shall be defined as the length of continuous uninterrupted employment in the bargaining unit. Seniority shall not be interrupted during a leave of absence or maternity/paternity/child care leave. Seniority will accrue during sabbatical leave.

4) If seniority is tied, the following procedure will be followed:

- Seniority used in the Agreement means the length of continuous employment in the Southern Local School District beginning with the most recent date of employment, that is, the date on which the Board approved the teacher's employment under a regular contract.

- The bargaining unit member that has the earliest employment date as determined by his/her employment at a regular or special meeting of the Board of Education shall be deemed to have the most seniority.

- If two or more bargaining unit members with the same licensure were employed at the same Board of Education meeting, then the tie shall be broken by a random selection process.

- The random selection shall be a "drawing of lots."

- All bargaining unit member's names having the same seniority and licensure, after implementing, the first bullet above, will be placed in a box.

- The OEA Labor Relations Consultant shall draw each name from the box with the first name drawn having the most seniority. Each succeeding name drawn shall have the most seniority.

- Any bargaining unit member affected by this tie-breaker procedure, shall have the right to attend the tie-breaking process, but is not required to attend.

- The Southern Local Teacher's Association President, and/or designee, and the Southern Local School District Superintendent of Schools, and/or designee, shall be in attendance to oversee the tie-breaking process.

- Once the tie-breaker occurs, the newly determined seniority shall remain in effect for as long as the bargaining unit members remain employed in the District.

- The newly determined seniority tie-breaker process shall be used for defining seniority as used in the Negotiated Agreement.

C. Teachers on the recall list will have the following rights:

1. The names of the teachers whose contracts are suspended in a reduction in force will be placed on a recall list for the length of their contract or 24 months from the date of the reduction, whichever is longer.

2. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated or licensed for the vacancy and have evaluation ratings other than "ineffective" on the last two evaluations before the RIF.

3. Recalling of teachers shall be based upon certification/licensure and on the basis of evaluations.

a. The first to be recalled from the RIF list shall be those teachers with evaluations determined to be comparable as defined above. Such recall shall be based upon seniority. The most senior of those responding and eligible for the position as described below, will be given the vacant position.

b. The next teachers to be recalled shall be those who were on improvement plans.

c. Teachers with “ineffective” ratings on their last two evaluations before the RIF may be passed over for recall (not recalled) at the sole discretion of the Superintendent.

4. All vacancies will be posted to bargaining unit members before being offered to any member on the recall list. If filled by a bargaining unit member, any new vacancy will then follow the posting procedure.

5. The priority for recall to a position shall be as follows:

   a. fully certified/licensed teacher.

   b. if no teacher on the recall list is fully certified/licensed for that position, a new hire may be employed.

   c. and if no fully certified/licensed person is available to fill the position and a temporarily licensed person must be hired, then teachers on the recall list will be notified and given the opportunity to become temporarily licensed, if the coursework and temporary licensure can be obtained by the date the teacher is needed to begin work in the position.

6. If a vacancy occurs, which requires the employment of a person, the Board will send a certified announcement 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 ten (10) calendar days from postmark date. The most senior of those responding and eligible for the position as described above, will be given the vacant position. Any teacher who fails to respond within this ten (10) day period, or who declines to accept the position, will forfeit all recall rights.

7. A teacher on the recall list will, upon acceptance of the notification to resume active employment, 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.

8. If a laid-off teacher is recalled to a position other than that which he/she held at the time of the lay-off, he/she will remain eligible for recall in accordance with subsection 2 above.

9. While on lay-off a teacher will have the option to remain an active participant in fringe benefit programs for as long as his/her name remains on the active recall list. (Contract length or 24 months whichever is longer). The teacher must personally contribute the total amount necessary to maintain such fringe benefits. The total amounts must be paid monthly in advance of billing date.

D. The parties agree that these procedures apply only to the suspension of contract under the O.R.C. 3319.17.

E. In order to qualify for recall procedures all certificates/licenses pertaining to the areas or levels of certification/licensure involved must be on file with the district superintendent.

ARTICLE VIII

TERMS AND CONDITIONS

A. Complaints Against Bargaining Unit Members

Any complaints, including those obligated under state and federal law against any employee which arise within the membership of the Board or which come to the attention of the Board, except through the superintendent, shall be referred to the superintendent for consideration. The superintendent shall notify the employee of the complaint against him/her before the Board takes any action resulting from the complaint. In case either the employee or the complainant is not satisfied with the decision of the superintendent, an appeal may be taken to the Board. No complaint shall be considered by the Board in any other manner.

Should a community member attend a public Board meeting for the purpose of complaint against any bargaining unit member, the Board shall hear the individual's complaint in executive session. Such executive session shall exclude the news media.

B. Assignment Transfer and Vacancy

1. Teacher Assignment

Any bargaining unit member presently under contract shall be notified in writing of his/her teaching assignment prior to May 31st. The notification will specify building, grade levels or subjects to be taught, or the department in

which services are to be rendered if no grade levels or subjects are involved, and the approximate number of students to be enrolled in the class or classes. Assignments shall include course titles for grades 7-12.

Members will be notified of the finalized master schedule by email no later than July 31st.

Members shall have ten (10) days to appeal their assignments. Appeal must be made in writing to the superintendent. The superintendent will notify the bargaining unit members within five (5) days of his/her decision.

2. Involuntary Teacher Reassignment

When reassignments must be made because of staff realignment, resignations, or decreased enrollment, only members within the grade level or subject areas affected will be considered and then on the basis of their bargaining unit seniority. Preference regarding transfer possibilities and reassignments shall be given to the staff in order of seniority within the bargaining unit. Members of the bargaining unit who are involuntarily reassigned after May 15th shall be notified by certified mail and the notification shall contain the reasons for the reassignment. Members assigned after July 10th will be given one (1) day paid extended service for the purpose of preparing for their new assignment at 1/183 days of their regular salary.

3. Notification of Teaching Vacancies

A vacancy shall be defined as a position which is unoccupied or unfilled. Each bargaining unit member shall be notified within ten (10) days of the known vacancy. During the months that school is in session, members shall receive such notification in their mailboxes. During the summer months, members will be notified by email. The notice shall include a description of the duties of the position and the specific qualifications, if any.

4. Voluntary Transfer

Bargaining unit members who wish to be interviewed/considered for a vacancy must notify the superintendent within five (5) working days after the posting or notification.

In acting on requests for voluntary assignment or transfer of bargaining unit members holding multi-year contracts, the superintendent will consider the following factors:

a. Certification/licensure
b. Seniority

In acting on requests for voluntary assignment or transfer of bargaining unit members in their first three (3) years of service and holding a one (1) year contract, the superintendent will consider all relevant factors including:

a. Certification/licensure and highly qualified status
b. Seniority in the bargaining unit
c. Building staffing needs
d. best interest of students
e. team/staff compatibility
f. length of service in the district

When a position, either newly created or vacated, becomes available after the first nine (9) week period, that position will be posted and bid as usual; however, to maintain continuity within the district the successful bidder will assume the newly created or vacated position the next academic year.

The filled position, for the remainder of the school year in which it became available, will remain temporary until filled by the successful bidder the next academic year.

The superintendent may deny the request if:

a. The applicant is requesting a second (2nd) assignment change in one (1) year.

b. The applicant's request for transfer would force another bargaining unit member into a suspension under reduction in force.

c. The applicant has significant and noted deficiencies over a five (5) year period or less.

C. OTES EVALUATION PROCEDURES

The Board, Union, administrators and teachers of Southern Local are committed to academic excellence and recognize the purpose of our evaluation is:

1. To support informing instruction with data from formative and summative assessments.

2. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in Southern Local Schools.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities for teachers.

5. To promote and foster professional and collaborative dialogue between teachers and Credentialed Evaluators.

For purposes of retention, promotion, layoff and/or recall, a teacher's effectiveness rating will be considered. Seniority shall not be the basis for making such decisions, except when choosing between teachers who have comparable evaluations as defined in Article 16 Reduction in Force.

For purposes of retention and promotion, the Board will also take into consideration the impact of student attendance any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements co-teaching arrangements (i.e. inclusion classrooms).

6. Evaluation of certified/licensed teaching staff will be based upon Ohio Teacher Evaluation System (OTES). The evaluation of teachers, who spend fifty percent (50%) or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, which align with the Standards for the Teaching Profession set forth in state law. The definitions prescribed in the Ohio Revised Code 3310, Ohio Administrative Code and State Board of Education-approved Framework, pertaining to this procedure shall be incorporated unless otherwise provided herein.

   Evaluation of certified/licensed counseling staff will be based upon the Ohio School Counselor Evaluation system (OSCES). The evaluation of school counselors shall be in accordance with this procedure, which aligns with the Standards for the Ohio School Counselors. The definitions prescribed in the Ohio Revised Code 3319.113, and Ohio Administrative Code, pertaining to this procedure shall be incorporated unless otherwise provided herein.

7. District administrators who are credentialed shall be responsible for evaluation of the performance of teachers/school counselors. The evaluator shall also be credentialed by the Ohio department of Education to administer the Ohio Teacher Evaluation System (OTES)/Ohio School Counselor Evaluation System (OSCES) so long as such credentialing exists. If a teacher/school counselor is being evaluated by someone other than his/her building principal or immediate supervisor, the teacher/school counselor will be notified of their intended credentialed evaluator no later than September 15 or within thirty (30) days of employment if employed after the start of the school year. However, bargaining unit members shall not serve as credentialed evaluators. Where a teacher/school counselor is under a continuing contract or under consideration for renewal/non-renewal

or under an improvement plan, a district administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances, as determined by the credentialed evaluator.

Observations and evaluations of individual bargaining unit members by non-district personnel shall not be considered in any formal evaluation of the bargaining unit member's performance unless said bargaining unit member has given permission.

8. All teachers/school counselors, on a full evaluation cycle, shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year. The first observation shall be a planned observation and will occur before the conclusion of the first semester. The second observation will be a planned observation and will occur before May 10th of the current school year.

   The formal evaluation cycle for teachers shall consist of a professional growth/improvement plan, a pre-observation conference(s) (optional at member's discretion), a formal holistic observation [minimum of thirty (30) minutes], a post-conference(s), classroom walkthrough(s), a formal focused observation(s) (minimum of thirty (30) minutes), and a final summative conference.

   The formal evaluation cycle for school counselors shall consist of a professional growth/improvement plan, a pre-observation conference(s) (optional at counselor's discretion), formal observation(s) (minimum of thirty (30) minutes), post-conference(s), and walkthrough(s).

   The first observation will occur before the conclusion of the first semester.

   a. Formal teacher observation will not take place on the following days. (However, these exclusions shall not be interpreted as allowing for less than normal instruction on these days.)

      1. The workday immediately prior to or immediately following Christmas, Thanksgiving, or the Spring break.

      2. The next workday following an evening parent/teacher conference.

      3. The next workday following a teacher's absence from work due to illness unless timelines for evaluation cannot be met.

4. Days in which the observation time is interrupted to the extent that class attendance is administratively reduced by fifty percent (50%) or more.

b. Written notice of nonrenewal will be provided by no later than June 1st.

9. Less Frequent Evaluation Cycles

Teachers/school counselors who are rated Accomplished on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every three (3) years unless s/he is up for renewal, provided the teacher/school counselor submits a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing action steps, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

Teachers/school counselor who are rated Skilled on the most recent evaluation will be subject to a Full Evaluation cycle once (1) every two (2) years unless s/he is up for renewal, provided to the teacher/school counselor and the evaluator jointly develop a Professional Growth Plan or the teacher/school counselor, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing an action step, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

The Less Frequent Evaluation Cycle consists of a professional growth plan, one (1) informal walkthrough, and one post-conference discussion of progress on the Professional Growth Plan.

A teacher/school counselor may request a formal observation at any time, in addition to those required. Such requests may be denied by the Evaluator. The evaluator will supply the teacher/school counselor with the reason for the denial in writing.

10. Teachers/school counselors who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observation of at least thirty (30) minutes each and periodic walkthroughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.

11. There shall be at least fourteen (14) calendar days between each formal observation unless there is mutual agreement to amend the fourteen (14) days. Calendar days exclude Winter and Spring breaks for this Article only.

12. All teacher/school counselor evaluations are completed by May 1, with a written copy of the evaluation results and final holistic rating provided to the teacher by May 10th and signed by the evaluator and the teacher/school counselor via eTPES, or other State-required reporting system. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents.

13. Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference, formal observations, walkthroughs, post conference, and other documented and verified (by the Superintendent and Credentialed Evaluator) factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletter, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized test, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, Ohio Means Jobs, acceptance rates, and exposure to post-secondary options/surveys.

14. The formal observation shall consist of an optional pre-observation conference (at the member's discretion), a formal holistic or formal focused observation, and a post-conference. Formal observations shall be conducted in collaboration with credentialed evaluator and the teacher/school counselor. The optional pre-observation conference will occur within five (5) work days of the observation and the post-conference will occur within ten (10) work days following the observation, unless the teacher/school counselor or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher/school counselor will provide the optional pre-observation (at the member's discretion) form to the credentialed evaluator at least one (1) school day prior to the optional pre-observation conference. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post-

observation conference. At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.

15. A walkthrough/informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough. A walkthrough shall be at least five (5) consecutive minutes, but not more than forty (40) consecutive minutes. Within five (5) work-days of completing the walkthrough, the evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data form. If the teacher/school counselor requests to meet the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.

16. Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance using OTES 2.0 rubric.

    School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined on school counselor performance (Standards 1-6) and the metric of student outcomes (Standard 7). For School Counselors, the metric of Student Outcomes refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that student's skills, knowledge or behavior have positively changed as a result of the school counselor's actions.

17. Within ten (10) calendar days of receiving evaluation documents such as holistic/formal/focused observations, walkthroughs, and the final summative rating of teacher/school counselor effectiveness form, a teacher/school counselor has the right to make a written response to the aforementioned documents and to have it attached to the appropriate documents(s). The components of the formal evaluation cycle will be used to determine the final holistic rating.

18. Any teacher/school counselor who was on leave from the school district for fifty (50%) or more of the school year shall be exempt from the evaluation process.

19. Upon implementation of OTES 2.0 Highly Qualified Student Data (HQSD) will apply as long as required by law.

Each evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which include HQSD.

The high-quality student data instrument used must be reviewed and approved by the District Evaluation Committee to ensure it meets all of the following criteria:

A. Align to learning standards.
B. Measure what intends to be measured.
C. Be attributable to a specific teacher for course(s) and grade level(s) taught.
D. Demonstrate evidence of student learning (achievement and/or growth).
E. Follow protocols for administration and scoring.
F. Provide trustworthy results.
G. Not offend or be driven by bias.

a. If any teacher believes the HQSD result is inaccurate, s/he shall notify the Superintendent or his/her designee. In the event the superintendent verifies the inaccuracy, the district will correct the inaccuracy.

20. Teachers/school counselors who receive a final summative rating of Accomplished must develop a self-directed professional growth plan and may choose their credentialed evaluator(s) from the Board approved evaluator list. An evaluator may decline the selection. If the evaluator denies the selections, s/he must provide the teacher/school counselor with written reasons for the denial.

Teacher/school counselors who receive a final holistic rating of Skilled or Developing must develop professional growth plans collaboratively with their credentialed evaluator(s) from the Board approved list.

Teachers/school counselors who receive a final holistic rating of Ineffective must develop an improvement plan with their credentialed evaluator(s). The Superintendent/designee assigns credentialed evaluators to teachers/ school counselors who receive a final summative rating of ineffective.

21. Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.

22. The Superintendent or designee shall annually file a report to the Department of Education including only information required by law.

23. Only the final evaluation rubric and the final holistic rating of teacher/school counselor effectiveness form are to be placed in a teacher's/school counselor's personnel file. The forms will be signed and dated by both the administrator and the teacher/school counselor. Signatures indicate only that the forms were seen by the teacher/school counselor and administrator, not necessarily agreement with the contents.

24. Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.

25. Video or audio devices shall not be used to record a teacher's classroom instructional performance of the evaluations by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).

26. Any teacher/school counselor who submits a notice of retirement and that notice has been accepted by the Board not later than December 1 of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.

27. Professional Growth & Improvement Plans

    Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic observation and aligned to any existing school district or building improvement plan. These plans will be due to the evaluator by October 1st of the following school year.

    A. Professional Growth Plan

       Teachers will be required to make adequate progress on their Professional Growth Plan as defined in 12.03 in order to remain on a Less Frequent Evaluation cycle.

A teacher with a final holistic rating of Accomplished will develop a self-directed Professional Growth Plan. A teacher with a final holistic rating of Skilled will develop a jointly directed Professional Growth Plan. A teacher with a final holistic rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator. A school counselor who is rated Accomplished, Skilled or Developing will develop a professional growth plan in collaboration with his/her assigned evaluator.

Each school counselor will develop a Professional Growth Plan on an annual basis no later than the first Monday in October as outlined in Section 12.16.

B. Improvement Plan

A teacher with a final holistic rating of Ineffective will be placed on an Improvement Plan.

A school counselor who is rated Ineffective will be placed on an Improvement Plan.

1. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms (Appendices __). A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.

2. If the district anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.

    a. If a teacher/school counselor on an Improvement Plan requests a support teacher/counselor, the Credentialed Evaluator shall identify a support teacher/counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator).

b. Support Teacher/Counselor: A mentor teacher/ counselor who supports a teacher/counselor who has been placed on an Improvement Plan.

3. An Improvement Plan based on an Ineffective teacher rating will be revisited in at least twenty-eight (28) school day intervals to see whether the teacher's/counselor's performance has improved and whether to modify or end the plan.

   A copy of the Improvement Plan forms are listed in Appendices.

4. Any removal of a teacher will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Association.

28. A teacher who accepts a student teacher(s) will still have his/her student growth measures reflect all students for who s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

29. Electronic Teacher and Principal Evaluation System (eTPES) or Ohio Evaluation System (OhioES).

    Rebuttal for eTPES or OhioES data shall be kept in the teacher's/ counselor's personnel file and not placed into eTPES or OhioES.

    Bargaining unit members shall not be required to enter additional data other than what is required by the selected eTPES/OhioES. Violation is grounds for a grievance under Article 2.

    Prior to final submission of the data to eTPES/OhioES, the administration shall provide the teacher the data within five (5) days of the final submission date.

30. District Evaluation Committee

    There shall be a District Evaluation Committee, which shall be comprised of a Union team appointed by the Union President(s) and an Administrative team appointed by the Superintendent, both teams having up to five (5) members. The District Evaluation Committee shall review its established ground rules annually. The District Evaluation Committee shall reach decision through consensus, shall receive training on the state-adopted evaluation framework(s), including High Quality Student Data training as permitted by Ohio law, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The District Evaluation Committee shall keep minutes summarizing its meetings.

The District Evaluation Committee is responsible for:

1. Reviewing and making recommendation on the OTES/OSCES and non-OTES evaluation procedures and instruments.

2. Review, discuss, and make a recommendation for conducting virtual observation(s) and walkthrough(s) utilizing the OTES/Non-OTES/School Counselor rubric(s).

3. Assists in determining, selecting, and approving High Quality Student Data Tools.

4. Provide a recommendation whether to implement the vendor assessment as HQSD.

5. Making recommendations as set forth throughout Article 12 titled Bargaining Unit Member Evaluation.

6. Shall annually review the evaluation process and instruments for the Non-OTES evaluation system and make a recommendation(s) during the term of this contract.

   Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive Committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 12 title Teacher/School Counselor Evaluation may be implemented provided the Union Executive Committee and Superintendent/Board agree.

31. Evaluation of non-OTES certified staff. The evaluation of bargaining unit members, who spend fifty (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 12.23. The goal of the policy and the formal evaluation procedure is improvement of instruction and/or support/related services.

32. District Administrators shall be primarily responsible for evaluation of the performance of bargaining unit members.

33. All bargaining unit members shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic walkthroughs each school year. No bargaining unit members shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.

34. Bargaining unit members who are on limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walkthroughs during the last year of their contract. The parties agree that bargaining unit members who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirements.

35. All bargaining unit member evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.

36. Evidence provided by the bargaining unit member and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walkthroughs, post-conference and other factors impacting the bargaining unit member's performance or professionalism will be used by the evaluator when compiling the summative evaluation.

37. All evaluation documents (print and digital) are to be placed in the Appendix (to be developed). The evaluator will give a copy of the completed observation form(s) to the bargaining unit member no later than the scheduled date of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A bargaining unit member may include a written response within ten (10) work-days of receipt of an observation (formal or informal), a walkthrough, or a summative rating.

38. The formal observation shall consist of an optional pre-conference (at the member's discretion), an observation, and a post-conference. The optional pre-conference will normally occur within five (5) work-days of the observation. The post-conference will normally occur within ten (10) work-days following the observation, unless the bargaining unit member or administrator is absent during that time frame. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observation and other documented item will be consolidated into the summative evaluation (form to be developed). A copy of the summative evaluation will be given to the bargaining unit member. Time limits may be extended by mutual agreement.

39. The bargaining unit member shall have the right to request a follow-up conference following the summative evaluation conference.

40. When an ineffective rating is identified, as overall holistic performance or within an individual category of the rubric, the evaluator will assist the bargaining unit member to set up written goals and objectives for the improvement plan in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The

bargaining unit member is responsible for implementing reasonable suggestions for improvement. The bargaining unit member's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the bargaining unit member has seen them.

41. Final observation documents and final summative evaluation documents will be placed in the bargaining unit member's personnel file.

D. Discipline Procedure

1. Any verbal or written reprimand or criticism of a bargaining unit member by an administrator shall be made privately and in confidence and never in the presence of students, parents, community members, or other employees (unless the employee is representing the teacher), or in public gatherings.

2. The bargaining unit member is entitled to representation at any point in the reprimand process.

E. Protection of Teachers' Property

1. Personal Property Protection

The Board shall reimburse to bargaining unit members the cost of replacing or repairing clothing or property destroyed or damaged while the employee is fulfilling his/her proper duties.

The bargaining unit member will complete a sheriff's report documenting the vandalism or burglary. If the employee has insurance coverage on the items damaged, stolen, or destroyed, the Board will be responsible for paying only the deductible amount if any. The reimbursement shall not exceed $1500.

2. Legal Redress

The Board and superintendent will not interfere with the bargaining unit member's right to seek legal redress against any person for personal injury or for destroying, damaging, or stealing personal property while fulfilling his/her proper duties. If the bargaining unit member must be absent from school to appear in court in order to obtain legal redress, such time will be paid and will not be deducted from any type of leave.

F. School Day and Year

1. The school day for Southern Local bargaining unit members shall be six hours and 40 minutes (6 hours 40 minutes).

2. All Southern Local bargaining unit members shall receive thirty (30) consecutive, duty-free minutes for lunch.

3. The school year shall not exceed 183 bargaining unit member days exclusive of an orientation day for newly employed bargaining unit members. Three (3) of these days shall be used in the following manner:

    a. One (1) day for orientation the day before the student year begins, with no less than three (3) hours dedicated to room preparations.

    b. One (1) day for completing school records the day after the student year ends.

    c. One (1) day for an in-service session.

    d. Two (2) of the 183 days may be used in the following manner:

        1) parent-teacher conferences.

        2) District teacher in-service programs or work days.

4. At least four (4) weeks prior to the last day of school the Superintendent shall submit three (3) calendars to the entire staff for a vote, one of which shall be created and submitted by SLEA. The majority vote will determine the calendar recommended to the Board for approval. Proposed calendars will include the scheduling of parent-teacher conference days if any.

5. a. When a building or total school is closed because of a school closure day, Bargaining Unit Members regularly assigned to that building or school shall lose no personal or sick leave days nor leave of any kind for that day.

    b. A bargaining unit member who had a scheduled personal/ sick day on the day of the delay shall be charged a full day of leave.

    c. Contingency plans for scheduling when there is a one (1) or two (2) hour delay shall be incorporated into the teacher's handbook.

6. Staff will not be required to report for work during the first five (5) school closure days, nor will these five (5) days be made up later in the school year. When a building or total school is closed because of a school closure day, Bargaining Unit Members regularly assigned to that building or school shall lose no personal or sick leave days nor leave of any kind for that day.

7. In the event school closure days exceed five (5), the make-up days will be determined by mutual agreement in the school calendar in advance by the Superintendent and the SLEA executive committee but will not take place on non-certified employee paid holidays, (unless holiday pay is not required by the OAPSE Agreement on any make up days that are holidays).

G. Duty Free Lunch

Each bargaining unit member employed by the Board shall be granted at least thirty (30) consecutive minutes for lunch each school day, during which time he/she shall not be required to perform any school activity.

Bargaining unit members may leave the building during their lunch time provided they have notified the office.

H. Conference Periods for Teachers

1. Bargaining unit members will receive at least forty (40) consecutive minutes of planning time per day.

2. Bargaining unit members may leave the building in emergency situations during conference periods providing they notify the office.

3. Teachers may have testing monitoring or proctoring during planning time. If a teacher loses planning time and alternative planning time arrangements were not made, he/she may request compensation pursuant to Article XIII.

I. Classrooms, Supplies, and Equipment

1. A minimum classroom should have the following basic items:

   a. Adequate heat, light, ventilation, and space.

   b. One (1) bulletin board, one (1) pencil sharpener, one (1) flag, one (1) operational wall clock, one (1) wastebasket, one (1) four-drawer file cabinet, and adequate storage.

2. All other supplies, with the exception of desk items and reproduction supplies, shall be obtained through requisition. The Board recognizes that it is responsible for providing materials and supplies necessary to teach each approved course of study.

3. Each bargaining unit member shall be provided with keys to his/her own classroom(s) and keys to the school building if requested. Bargaining unit members shall be responsible for care of his/her own keys/fobs and should not issue them for use by students or non-school employees. Loss of keys/fobs may result in a reprimand through progressive discipline beginning with a verbal reprimand.

J. Faculty Rooms

1. Faculty rooms are to be provided in all school buildings. The faculty rooms will have heating, ventilation, lighting, storage facilities, and electrical outlets.

2. Students will not have access to the faculty room during the school day.

K. Class Size and Teaching Load

1. No bargaining unit member shall be required to teach a split grade for more than one (1) year in a row.

2. In the area of K-6 classes there shall be no more than twenty-five (25) students.

   For the purposes of this Section "pupil" includes special education students mainstreamed into the regular classroom for more than half of the school day.

   Bargaining unit members in K-6 classes having more than twenty-five (25) students will be compensated at the rate of one hundred and ninety dollars ($190) per student per semester. Payment will be based on the end of the semester enrollment.

   Class size excess payment will be paid twice per year (first pay to be paid with the first regular paycheck in February, and the last to be paid with the last regular paycheck in June). The teacher affected is responsible for submitting a request for pay on a standard form developed by the Association and approved by the District Treasurer.

3. Every attempt shall be made to eliminate or reduce all extra duty (homeroom, bus duty, recess duty, etc.) and/or provide additional planning time for bargaining unit members who have the following teaching situations:

   a. Split grades K-6.

   b. Departmentalized 5-12 classes with more than six (6) classes, or one hundred and fifty (150) students, or more than four (4) preparations.

4. Priority for teacher aid assistance, if available, shall be given to bargaining unit members in the teaching situations listed above.

L. Educational Support Personnel

The Board shall provide a balanced program in art, music, and physical education and shall employ the appropriate number of specialists to offer these services.

The Board shall also provide a health services program and shall employ a school nurse to deliver those services.

M. Personnel File

1. There will be established and maintained one (1) official file on all members. This file will be maintained in the Superintendent's office and will be locked after office hours.

2. The Bargaining unit member shall have access to his/her personnel file and shall have the right to copies of the documents contained therein.

3. This shall be considered a confidential file and the only official file of recorded information on members of the bargaining unit maintained by the Board and the administration. Material contained in these files may not be disclosed to the public without the knowledge of the bargaining unit member. Advance notice will be given at least twenty-four (24) hours in advance of disclosure unless otherwise legally required.

4. Any materials placed in a personnel file shall include the date of placement in the file and signature of the author of the item being placed therein. A copy of any materials being placed in the file shall be sent to the bargaining unit member upon placement, except if item is one enumerated in #7. The Superintendent and Treasurer shall be the only persons who may authorize the placement of materials in the bargaining unit member's file.

5. If and when a member and the Superintendent or Designated Acting Superintendent agree that there is adequate evidence that certain material in said member's official file is irrelevant, inappropriate, or false or if validity of the complaint is sustained by the grievance procedure, such material shall be removed from the file or corrected.

6. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

7. Items to be maintained in a personnel file shall include, but not limited to:

   a. Official transcripts of college work.

   b. Copy(ies) of certification authorized by State Department of Education.

c. Copy of military service record.

d. Copies of Bargaining Unit Member evaluations.

e. Copies of general conference reports.

f. Employment record in District.

g. Copies of written reprimands and other disciplinary action taken by Administration or Board. The Bargaining Unit Member must receive a copy prior to insertion and must be permitted to attach an explanation or rebuttal within twenty (20) days of receipt of copy.

8. A bargaining unit member may request that the Superintendent remove a reprimand from his/her personnel file after a reasonable period of time. If there has been no further discipline in the three (3) year period following the reprimand, the Superintendent will move the reprimand to a separate file kept in the Superintendent's office. The separate file shall not be considered a part of the official personnel file.

N. Individual Rights

The private and personal life of any bargaining unit member is not the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/her performance as a teacher pursuant to O.R.C. 3319.16 and except as provided in the Licensure Code of Professional Conduct for Ohio Educators.

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex (including gender, gender identity, and sexual orientation), age, national origin, disability, marital status, veteran status, political affiliation or union activism.

O. Building Staff Meetings

All teachers assigned to a school may be required to attend one (1) staff meeting per month called by the Principal of that school. Thirty-five (35) minutes may be scheduled monthly for this purpose. In addition, the Principal may schedule such staff meetings he/she feels are required. Attendance shall be encouraged but shall remain voluntary. The Principal shall be responsible for dissemination of materials and information for all items covered at said meeting. Announcements concerning Association activities may be made by the Association representative at the conclusion of the staff meeting.

P. Local Professional Development Committee

In order to comply with new licensure statutes, Local Professional Development Committee will be created. Said committees will approve continuing education course work and determine whether the course work meets the need of the licensure rules. Other duties and/or responsibilities of the committee shall be subject to negotiations.

The Local Professional Development Committees shall have a majority of teacher members and those teacher members will be designated by the executive committee of the Southern Local Education Association. Specifically, each committee shall consist of at least six (6) members. Four (4) must be teachers, one (1) a principal, and the final member an employee appointed by the Superintendent. The Board will establish the structure and number of committees.

Members shall be compensated at the rate of seventy-five dollars ($75.00) per meeting. Meetings shall be on a monthly basis.

Q. Providing for Students Special Needs

1. Any teacher who has a child assigned that cannot take care of their own personal bodily needs or must be physically lifted for any reason will not be required to assist that student except in an emergency situation. If a teacher voluntarily agrees to perform any such assistance then he/she shall be considered to be acting in accordance with Board policy.

2. Except in emergency situations no teacher will be required to administer any medication or perform any medical procedure(s) for student(s). If teachers voluntarily agree to administer any medication he/she shall be considered to be acting in accordance with Board policy.

3. Any MH teacher that has designated duties specific to multi-handicapped students shall be excluded from the statement one (1) found above.

4. In order to administer medication, the teacher must receive training as per House Bill 1. Training shall be administered prior to the effective date in HB 1. Training shall occur during the regular work day.

5. Students with special needs shall be equitably balanced among regular education teachers for inclusion purposes. The balance shall be based on the severity of the disability and not necessarily the number of special needs students. Any concerns regarding balance of special education students shall go first to the Principal, and then to the Superintendent, who shall have the final decision-making authority over student assignment. The Superintendent's final decision may not be grieved beyond the Board level.

R. Teacher Admission Policy

Bargaining unit members and spouses shall be granted free admission to home activities, including athletic events and all other extracurricular activities.

S. College Credit Plus

1. The opportunity to teach any course offered by the school district through College Credit Plus may be offered to all members of the bargaining unit who are qualified to teach the course.

2. Any teacher who teaches a course that qualifies for College Credit Plus shall be afforded an in-service day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her per diem rate of pay for the in-service day, plus any other necessary and actual expenses (e.g., mileage, meals, etc.) at the district rate.

3. The class size for teachers who teach a course in College Credit Plus shall be governed by the class size terms under Article VIII. Section K of this Agreement.

T. Resident Educator Program

1. The District will establish and maintain a Resident Educator program consistent with Ohio law and the Department of Education and Workforce (DEW) standards.

   Resident Educators (RE) will participate in the Ohio Teacher Evaluation System (OTES) their first year of the RE program. During their second year of the RE program, they will not participate in OTES due to taking the Resident Educator Summative Assessment (RESA).

2. Application forms for those Bargaining Unit Members who wish to be considered for appointment as a Resident Educator Mentor ("Mentor") are available in the school office. The following eligibility criteria apply:

   a. A Mentor normally must have at least five (5) years of teaching experience in the District.

   b. A Mentor must complete DEW required mentor training. The Board will pay the cost of such mandatory training.

   c. A Mentor must have received an overall evaluation rating of either Accomplished or Skilled on his/her most recent evaluation conducted under Article VIII (C) of this Agreement.

d. A mentor will be selected first from the appropriate building, then within the same subject area (or as close as possible) and lastly by seniority.

3. A Mentor will receive appropriate consultation time with his/her assigned Resident Educator ("RE") and use appropriate formative assessment tools and protocols to support the RE. Release time will be provided to the Mentor and RE as agreed with the school principal.

4. The Mentor will be paid a supplemental, in accordance with Article XVIII of this Agreement. In addition:

   a. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of the teacher's evaluation.

   b. A Mentor shall not participate in the evaluation of any RE.

   c. No Mentor shall be directed to make any recommendation regarding the continued employment of an RE.

   d. Mentors and REs shall keep confidential all discussion, actions, and materials relevant to the Mentor/RE relationship except as otherwise required by law.

   e. A Mentor shall communicate directly with his/her RE and will not be required to report on the performance of the RE to any administrative or other employee.

   f. The regular job performance evaluations of a Mentor under Article XIII of this Agreement shall not be affected in any aspect by the RE Program or its implementation.

U. Release Time

Where possible, unit members shall be provided release time to work on IEPs, grade competency examinations, complete IEPs, grade the reading section of mandated tests, and/or work on courses of study. Upon request, this release time shall be scheduled with the approval of the building principal.

ARTICLE IX

LEAVES

A. Personal Leave

1. All bargaining unit members will have at least four (4) leave days per year awarded regardless of experience. Personal leave will not be granted to more than three (3) persons during the first full week of school or during the last five (5) working days of the school year. No personal leave days will be granted on the day before or after a holiday or vacation, except under unusual circumstances with the approval of the Superintendent.

2. Personal leave will not be granted to more than six (6) bargaining unit members on any one (1) day, on a first come, first serve basis as noted on the receipt of the personal leave form. Personal Leave will not be accumulated from year to year.

3. Members may choose to cash in unused personal days each year at the rate of $175.00 per personal day. Payment for unused days shall be made with the last payroll in June of each year. Teachers may choose to convert all unused personal days to sick leave each year.

B. Sick Leave

Each bargaining unit member shall accrue sick leave at the rate of 1.25 days per month of service. Employees may accumulate 300 days.

Effective 2021 – 2022 school year, bargaining unit members will receive the following attendance incentive for the 1st semester, if they are eligible:

Sick Days Used	Incentive Amount
0	$500.00
1	$300.00
2	$200.00
3	$100.00

(Personal leave days are exempt.)

Effective 2021 – 2022 school year, bargaining unit members will receive the following attendance incentive for the 2nd semester, if they are eligible:

Sick Days Used	Incentive Amount

0	$500.00
1	$300.00
2	$200.00
3	$100.00

(Personal leave days are exempt.)

C. Professional Leave

Subject to the recommendation of the Superintendent and the principal and approval of the Board, the bargaining unit member(s) may attend professional conferences, seminars, workshops, or school visitations. If the attendance is approved by the Board and/or the Superintendent, there shall be no deduction of pay.

D. Maternity/Paternity/Adoption/Child Care Leave

1. Maternity Disability Leave

Bargaining unit members may use six (6) weeks of sick leave for illness or disability due to pregnancy, if the doctor in charge determines that a teacher is able to resume regular duties. If the doctor determines that a teacher is unable to resume regular duties, leave will continue until the teacher has fully recovered. Members for whom sufficient sick leave is not available to cover the period of disability shall be entitled to unpaid leave of absence for that portion of the disability not covered by sick leave. During the unpaid leave, the employee shall accrue sick leave or personal leave.

Application for the pregnancy disability leave shall be submitted to the Superintendent at least ninety (90) days in advance insofar as possible. The Superintendent may require a physician's statement certifying that the teacher is able to work while pregnant and, following pregnancy, that the teacher is able to return to work.

2. Child Care Leave

A bargaining unit member who has become a parent shall be entitled to a leave of absence without pay for child care reasons to begin in the case of the birthing parent following the period of disability leave outlined above or in the case of the non-birthing parent to begin after the child's birth or in the case of adoptive parent to begin after receiving custody of the child.

The term of the leave shall be scheduled to the extent possible to cause the least disruption to the educational program. Such leave may be for the remainder of the school year and will be extended for up to an additional school year upon application for extension, the total leave not to exceed three (3) semesters.

Upon return to work, the employee shall be assigned the same or substantially the same teaching position.

During the unpaid portion of child care leave, the bargaining unit member will not receive Board-paid fringe benefits but can continue such fringe benefits providing the member pays for such benefits in full, monthly, in advance of billing payments.

The parties to this contract agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA). The twelve (12) weeks provided for under FMLA shall be inclusive of any sick leave utilized. For the purposes of this law, a "year" shall be calculated on an individual and rolling basis.

E. Leave of Absence

A leave of absence is defined as a period of extended absence from duty by an employee of the Board for which a written request was submitted and approval given by the Superintendent and the Board. The Board may grant a leave of absence for a period of not more than one (1) school year for education, travel, personal and/or professional reasons and shall grant such leaves where illness or disability is the reason for the request. Illness shall be supported by a physician's certificate. Upon return to service of a bargaining unit member at the expiration of the leave of absence, he/she shall resume the seniority and contract status held prior to such leave.

F. Unauthorized Leave

Where a bargaining unit member is absent from duty and where there is no type of leave applicable the computation for salary deduction for absence shall be based upon the official school year adopted by the Board. The deduction would, therefore, be 1/183 of the bargaining unit member's salary for each day of unauthorized absence.

G. Assault Leave

Any certificated employee of Southern Local Schools who is physically assaulted as a result of fulfilling his/her professional responsibilities, and is temporarily disabled by any injury resulting from the physical assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided.

The employee shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the physical assault, including the location and time of the physical assault, names and addresses of

witnesses (if known), and a description of the injuries sustained. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician.
The Board may require a person on assault leave to submit to a physical/mental examination by a physician of the Board's choosing and at the Board's expense to determine the extent and duration of the disability.

Should a physician (the individual's or the Board's) refer an employee to a psychiatrist's care, the Board shall take into consideration a written statement concerning the bargaining unit member's mental/emotional disability.

The certificated employee shall apply for Workers Compensation. If Workers Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary. The Bureau of Workers Compensation's decision on granting benefits shall have no bearing on the provisions of this article.

Assault leave shall continue until the employee has recovered sufficiently to return to work. Sufficient recovery shall be determined by the Board's physician. If it is determined that the assault has left the employee with a permanent disability, said employee will request retirement. In the latter case, assault leave shall continue until disability retirement benefits begin.

The employee will reimburse the Board an amount equal to any retroactive disability retirement benefits received. Assault leave shall not be deducted from the earned or earnable sick leave of the certificated employee and the employee shall continue to receive all benefits during the leave period.

H. Sabbatical Leave

1. The purpose of sabbatical leave is to improve the professional skills of members through study, travel, research or creative endeavors.

2. The Board will upon application grant such leave to bargaining unit members for a period of up to one (1) year providing that the following conditions are met:

   a. The member has taught in the district at least five (5) years.

   b. The member has presented the Superintendent with a written plan for professional growth during the period of leave.

   c. The member agrees to return to service in the district (unless the member has completed twenty-five(25) years of service in the state

in which case the bargaining unit member will notify the Superintendent of such intent by July 10th).

d. No more than two (2) members shall be granted sabbatical leave in any one (1) school year.

3. The bargaining unit member on sabbatical leave will be paid the difference between the substitute's pay and the member's salary. The member will remain an active participant in STRS by contributing thereto the amount he/she would have normally been required to contribute.

4. The member may remain an active participant in all benefit programs provided that he/she pays the monthly fee for such fringe benefits in advance of the billing payment due date.

5. A member on sabbatical leave shall be considered an active staff member and shall receive salary credit for the leave experience upon return as though he/she were teaching during that time.

   There shall be no interruption in seniority and the member will accrue seniority during the leave period.

6. The member, upon return, shall be reinstated in the position held when he/she left on sabbatical leave.

7. No member shall be granted sabbatical leave more than once every five (5) years nor shall a bargaining unit member be granted a second leave when other staff members have filed for their first sabbatical leave.

I. Bereavement Leave

1. In the case of death in the immediate family, (For the purpose of this Article, immediate family shall include: spouse, parents, children, step-children, spouse's parents, grandparents, spouse's grandparents, grandchildren, step-brother, step-sister, sister-in-law, brother-in-law, foster children, son-in-law, daughter-in-law, and any person residing in the bargaining unit member's household) a member may have up to three (3) days paid bereavement leave. This period may be extended due to extenuating circumstances such as distance, unusual family personal responsibilities, etc. with the Superintendent's approval.

   A member may use sick leave to attend the funeral of a close relative or relationship not listed in the above bereavement section.

2. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave. In the event the bereavement leave period is extended for more than three (3) days, then ensuing days of leave will be deducted from sick leave.

3. The district's absence-reporting system shall be used as application for bereavement leave. The applicant must use Leave Code: 1008 (Other) and description: (Bereavement: Identify family member).

J. Court Leave and Jury Duty

1. Court Leave

Bargaining unit members will be granted up to three (3) days of Court Leave to be used exclusively for a court appearance related to the teacher's employment, or related to a civic responsibility (e.g. witness to a crime). This leave is not applicable to court actions of personal nature including bankruptcy, divorce, or criminal actions to which the bargaining unit member is a party.

2. Jury Duty

a. The Board agrees that when it becomes necessary for a bargaining unit member to accept jury duty, the member shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved.

b. If documentation exists to show that the teacher has traveled to his/her school to conduct school business, the member will be reimbursed for the mileage involved.

c. Such leave shall not be deducted from any other type of leave.

ARTICLE X

TIME AND METHOD OF SALARY PAYMENT

Bargaining unit members of the Southern Local District shall have their salaries prorated over 26 pay periods with reasonable allowance for weekends and holidays. Salary payments shall be made every other Friday. Every seven (7) years, salaries will be prorated over 27 pays. (Occurred 2009-2010)

ARTICLE XI

PAYROLL DEDUCTIONS

1. All payroll deductions shall be equalized to the extent possible over the 26 pay periods. The only exceptions would be those deductions which the Association votes to have taken out in less than 26 pay periods (such as professional dues).

2. Services for which payroll deductions will be made, if requested by a bargaining unit member and approved by the Superintendent and Treasurer, shall be limited to:

   a. Insurance deductions;
   b. United Appeal;
   c. OEA Fund;
   d. Professional memberships (including SLEA, OEA, and NEA);
   e. Purchase of U.S. Savings Bonds;
   f. Tax-sheltered annuities;
   g. Credit union;
   h. IRA and 403b plans;
   i. STRS "buy-backs" for restoring or purchasing service credit;

3. Payments for items d, e, f, g, and h shall be remitted to the appropriate agencies within five (5) days of receipt of the billings, or once a month for non-billed items.

ARTICLE XII

STRS PICKUP

The Board agrees to deduct from the gross earning of bargaining unit members that amount determined to be the contribution to the State Teacher's Retirement System. Amount so paid will be designated as Board paid retirement contributions and will be excluded from the member's gross earnings for federal and state income reporting and withholding tax purposes so long as such reporting and exclusion are in compliance with federal, state, and local tax laws and regulations.

ARTICLE XIII

SUBSTITUTE PAY FOR REGULAR STAFF

1. When substitutes are not available, members may be asked by the building principal to substitute for an absent teacher during their planning period.

2. A member who agrees to substitute during his/her planning period will be paid for that duty according to the following formula:

$$\frac{\text{Teacher salary}}{183} = \text{Per diem rate}$$

$$\frac{\text{Per diem rate}}{390 \text{ MIN.}} = \text{Pay per minute}$$

Pay per Min. X Number of Minutes = Rate of planning time
actually worked as a substitute

No teacher shall be required to absorb students from another class in lieu of a substitute.

3. Bargaining unit members may be assigned substitute duty during forty (40) minutes of their conference time up to six (6) times per year. Members who submit a request for payment will be reimbursed.

4. Bargaining unit members will request payment by completing a substitute teacher form each time they substitute for another teacher. Payment will be made at the end of each semester.

5. If after all internal efforts are made to find a substitute teacher (examples might include but not be limited to: aides, special teachers, guidance counselors and administrators) special education students return to a regular education classroom because there is no special education teacher or substitute, the regular education teachers may bequest a per diem rate following the formula in section two (2) above, up to a maximum of $80.00 per day.

ARTICLE XIV

TUTORING/ SUMMER SCHOOL

The Board may contract with bargaining unit employees to tutor students. No member shall be required to accept a Board-paid tutoring position. Board-paid tutors shall be paid thirty dollars ($30) per hour plus mileage.

The Board may contract with bargaining unit employees to teach summer school. No member shall be required to accept a Board-paid summer school position. Board-paid summer school teachers shall be paid thirty dollars ($30) per hour.

ARTICLE XV

SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.

2. Service retirement is retirement under any state or municipal retirement system in the state.

3. The individual must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.

4. Must sign severance check certifying all eligibility criteria have been met.

5. Each retiree shall have the option to receive payment after January 1 of the year following retirement. Said retiree shall notify the Treasurer in writing of his/her intention to exercise this option within thirty (30) days of STRS approval for retirement benefits. Payment in such case shall be no later than January 15 of the year following retirement.

B. Benefit Calculation

A unit member shall receive severance pay for the actual number of sick days that he/she has at retirement up to a maximum of seventy-five (75) days.

C. A bargaining unit member who dies who has five (5) or more years' service in the district shall be eligible for the severance pay. The amount of severance pay shall be paid in a lump sum to the estate within thirty (30) days of death.

ARTICLE XVI

TUITION REIMBURSEMENT FOR PROFESSIONAL DEVELOPMENT

The Board will establish an eleven thousand dollar ($11,000) fund for each contract year to assist covering the cost of professional growth for course work completed at an approved university or college.

The following rules apply:

1. Only applications from members currently employed will be accepted. A new bargaining unit member will be eligible following one (1) full year of teaching in the district.

2. The Board agrees to pay no more than the actual tuition cost per hour to a maximum of $175 per quarter hour or $350 per semester hour not to exceed $1,050 per course.

3. If applying for the first time in a fiscal year, reimbursement will be paid not later than thirty (30) days after the presentation of the transcript indicating satisfactory completion with at least a "C" grade or a "Pass" if pass/fail basis. Subsequent applications (to be held until June 2, pending availability of funds) shall be paid no later than June 30.

4. The courses taken must be in: (A) the field of education; (B) the members present area of certification; (C) to add an area of certification; or (D) any courses approved by the superintendent and/or the Local Professional Development Committee.

5. Non-credit workshops or courses shall not be eligible for reimbursement.

6. Prior to receiving payment, the bargaining unit member shall sign an intent to return for the succeeding school year and an authorization for payroll deduction in the amount of the tuition reimbursement in the event the bargaining unit member fails to return.

ARTICLE XVII

SALARY AND FRINGE INSURANCE BENEFITS

A. Salary Schedule, Increments, and Index

1. The Board shall, in accordance with Section 3319.08 of the O.R.C., annually adopt a salary schedule with provisions for increments based upon training and experience.

2. The salary schedule shall include indices for Bachelor's degree, Bachelor's degree with a total of 150 semester hours or 225 quarter hours, a Master's degree, and a Master's degree +15.

3. Each member will receive notice of his/her annual salary on or before July 1st. If the salary changes, a notice indicating the change will be sent within one (1) month of the change.

4. A teacher newly hired into the Southern Local School District shall be granted up to twenty (20) years of teaching experience accumulated within a public or non-public district chartered by the State of Ohio.

5. Upon fulfilling the requirements of the next index category of the salary schedule, the teacher will be placed on the next index category within two (2) weeks of notification by transcript, grade sheet or official letter to the Superintendent and verification to the Treasurer of the Southern Local Board of Education.

6. A one-time $2,500 bonus will be awarded for those teachers who are Nationally Board Certified. Teachers trying to attain National Board Certification shall be given on a one-time basis three (3) professional leave days to work on their portfolio. This $2,500 bonus and offer of three (3) professional days will be open to those renewing their National Board Certification if they have not already collected the one time offer.

2024 - 2025 Southern Local - Perry County Certified Salary Schedule

$37,819 4.00%	Bachelor's Degree		Bach. Degree (+30 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.	
0	**1.00000**	$37,819	**1.05000**	$39,709	**1.10000**	$41,600	**1.15000**	$43,491
1	**1.04500**	$39,520	**1.10000**	$41,600	**1.15500**	$43,680	**1.20500**	$45,571
2	**1.09000**	$41,222	**1.15000**	$43,491	**1.21000**	$45,760	**1.26000**	$47,651
3	**1.13500**	$42,924	**1.20000**	$45,382	**1.26500**	$47,840	**1.31500**	$49,731
4	**1.18000**	$44,626	**1.25000**	$47,273	**1.32000**	$49,920	**1.37000**	$51,811
5	**1.22500**	$46,328	**1.30000**	$49,164	**1.37500**	$52,001	**1.42500**	$53,891
6	**1.27000**	$48,030	**1.35000**	$51,055	**1.43000**	$54,081	**1.48000**	$55,971
7	**1.31500**	$49,731	**1.40000**	$52,946	**1.48500**	$56,161	**1.53500**	$58,051
8	**1.36000**	$51,433	**1.45000**	$54,837	**1.54000**	$58,241	**1.59000**	$60,132
9	**1.40500**	$53,135	**1.50000**	$56,728	**1.59500**	$60,321	**1.64500**	$62,212
10	**1.45000**	$54,837	**1.55000**	$58,619	**1.65000**	$62,401	**1.70000**	$64,292
11	**1.49500**	$56,539	**1.60000**	$60,510	**1.70500**	$64,481	**1.75500**	$66,372
12	**1.54000**	$58,241	**1.65000**	$62,401	**1.76000**	$66,561	**1.81000**	$68,452
13	**1.58500**	$59,942	**1.70000**	$64,292	**1.81500**	$68,641	**1.86500**	$70,532
14	**1.63000**	$61,644	**1.75000**	$66,182	**1.87000**	$70,721	**1.92000**	$72,612
15	**1.67500**	$63,346	**1.80000**	$68,073	**1.92500**	$72,801	**1.97500**	$74,692
17	**1.75000**	$66,182	**1.88000**	$71,099	**2.00000**	$75,637	**2.05000**	$77,528
20	**1.81000**	$68,452	**1.94000**	$73,368	**2.06000**	$77,906	**2.12500**	$80,364
23	**1.85500**	$70,153	**1.99000**	$75,259	**2.11500**	$79,986	**2.20000**	$83,201
25	**1.89500**	$71,666	**2.04000**	$77,150	**2.16500**	$81,877	**2.25000**	$85,092
30	**1.93500**	$73,179	**2.09000**	$79,041	**2.21500**	$83,768	**2.30000**	$86,983

2025 - 2026 Southern Local - Perry County Certified Salary Schedule

$ 39,332 4.00%	Bachelor's Degree		Bach. Degree (+30 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.	
0	**1.00000**	$ 39,332	**1.05000**	$41,299	**1.10000**	$ 43,266	**1.15000**	$45,232
1	**1.04500**	$ 41,102	**1.10000**	$43,266	**1.15500**	$ 45,429	**1.20500**	$47,395
2	**1.09000**	$ 42,872	**1.15000**	$45,232	**1.21000**	$ 47,592	**1.26000**	$49,559
3	**1.13500**	$ 44,642	**1.20000**	$47,199	**1.26500**	$ 49,755	**1.31500**	$51,722
4	**1.18000**	$ 46,412	**1.25000**	$49,165	**1.32000**	$ 51,919	**1.37000**	$53,885
5	**1.22500**	$ 48,182	**1.30000**	$51,132	**1.37500**	$ 54,082	**1.42500**	$56,049
6	**1.27000**	$ 49,952	**1.35000**	$53,099	**1.43000**	$ 56,245	**1.48000**	$58,212
7	**1.31500**	$ 51,722	**1.40000**	$55,065	**1.48500**	$ 58,408	**1.53500**	$60,375
8	**1.36000**	$ 53,492	**1.45000**	$57,032	**1.54000**	$ 60,572	**1.59000**	$62,538
9	**1.40500**	$ 55,262	**1.50000**	$58,998	**1.59500**	$ 62,735	**1.64500**	$64,702
10	**1.45000**	$ 57,032	**1.55000**	$60,965	**1.65000**	$ 64,898	**1.70000**	$66,865
11	**1.49500**	$ 58,802	**1.60000**	$62,932	**1.70500**	$ 67,062	**1.75500**	$69,028
12	**1.54000**	$ 60,572	**1.65000**	$64,898	**1.76000**	$ 69,225	**1.81000**	$71,191
13	**1.58500**	$ 62,342	**1.70000**	$66,865	**1.81500**	$ 71,388	**1.86500**	$73,355
14	**1.63000**	$ 64,112	**1.75000**	$68,832	**1.87000**	$ 73,551	**1.92000**	$75,518
15	**1.67500**	$ 65,882	**1.80000**	$70,798	**1.92500**	$ 75,715	**1.97500**	$77,681
17	**1.75000**	$ 68,832	**1.88000**	$73,945	**2.00000**	$ 78,665	**2.05000**	$80,631
20	**1.81000**	$ 71,191	**1.94000**	$76,305	**2.06000**	$ 81,025	**2.12500**	$83,581
23	**1.85500**	$ 72,961	**1.99000**	$78,271	**2.11500**	$ 83,188	**2.20000**	$86,531
25	**1.89500**	$ 74,535	**2.04000**	$80,238	**2.16500**	$ 85,154	**2.25000**	$88,498
30	**1.93500**	$ 76,108	**2.09000**	$82,205	**2.21500**	$ 87,121	**2.30000**	$90,464

2026 - 2027 Southern Local - Perry County Certified Salary Schedule

$ 40,512 3.00%	Bachelor's Degree		Bach. Degree (+30 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.	
0	**1.00000**	$ 40,512	**1.05000**	$42,538	**1.10000**	$ 44,563	**1.15000**	$46,589
1	**1.04500**	$ 42,335	**1.10000**	$44,563	**1.15500**	$ 46,792	**1.20500**	$48,817
2	**1.09000**	$ 44,158	**1.15000**	$46,589	**1.21000**	$ 49,020	**1.26000**	$51,045
3	**1.13500**	$ 45,981	**1.20000**	$48,615	**1.26500**	$ 51,248	**1.31500**	$53,274
4	**1.18000**	$ 47,804	**1.25000**	$50,640	**1.32000**	$ 53,476	**1.37000**	$55,502
5	**1.22500**	$ 49,628	**1.30000**	$52,666	**1.37500**	$ 55,704	**1.42500**	$57,730
6	**1.27000**	$ 51,451	**1.35000**	$54,692	**1.43000**	$ 57,933	**1.48000**	$59,958
7	**1.31500**	$ 53,274	**1.40000**	$56,717	**1.48500**	$ 60,161	**1.53500**	$62,186
8	**1.36000**	$ 55,097	**1.45000**	$58,743	**1.54000**	$ 62,389	**1.59000**	$64,415
9	**1.40500**	$ 56,920	**1.50000**	$60,768	**1.59500**	$ 64,617	**1.64500**	$66,643
10	**1.45000**	$ 58,743	**1.55000**	$62,794	**1.65000**	$ 66,845	**1.70000**	$68,871
11	**1.49500**	$ 60,566	**1.60000**	$64,820	**1.70500**	$ 69,073	**1.75500**	$71,099
12	**1.54000**	$ 62,389	**1.65000**	$66,845	**1.76000**	$ 71,302	**1.81000**	$73,327
13	**1.58500**	$ 64,212	**1.70000**	$68,871	**1.81500**	$ 73,530	**1.86500**	$75,555
14	**1.63000**	$ 66,035	**1.75000**	$70,896	**1.87000**	$ 75,758	**1.92000**	$77,784
15	**1.67500**	$ 67,858	**1.80000**	$72,922	**1.92500**	$ 77,986	**1.97500**	$80,012
17	**1.75000**	$ 70,896	**1.88000**	$76,163	**2.00000**	$ 81,025	**2.05000**	$83,050
20	**1.81000**	$ 73,327	**1.94000**	$78,594	**2.06000**	$ 83,455	**2.12500**	$86,089
23	**1.85500**	$ 75,150	**1.99000**	$80,619	**2.11500**	$ 85,683	**2.20000**	$89,127
25	**1.89500**	$ 76,771	**2.04000**	$82,645	**2.16500**	$ 87,709	**2.25000**	$91,153
30	**1.93500**	$ 78,391	**2.09000**	$84,671	**2.21500**	$ 89,735	**2.30000**	$93,178

In addition to the salary schedule above, the following salary stipends shall be paid:

School Year 2024-25: $5,000 per Bargaining Unit Position
School Year 2025-26: $5,000 per Bargaining Unit Position
School Year 2026-27: $5,000 per Bargaining Unit Position

B. Benefits

1. Insurance

The Board shall provide a health insurance plan as outlined in Appendix A.

a. Coverage

The Board shall provide medical, pharmaceutical, dental, vision and life insurance coverage through one or more insurance carriers licensed by the State of Ohio for all eligible employees and their dependents. Any medical insurance plan offered by the Board to employees shall be accredited by the National Committee for Quality Assurance (NCQA) and compliant with the School Employees Health Care Board's Best Practices as codified in O.A.C. § 3306-2-03. The schedule of benefits for each health insurance plan can be found in an appendix to this Agreement, while the group contract for each is incorporated herein by reference.

For the fully-insured medical and pharmaceutical insurance plan offered by the District, employees shall pay the following amounts for coverage through payroll deduction**:**

July 1, 2024 - June 30, 2027: 11% of the premium

Current certified employees in grant funded positions are grandfathered into the premium/contribution level of other certified full-time staff. Dental and vision insurance benefits shall continue to be provided to part-time grant funded employees and full-time employees without an employee premium contribution.

In all the above insurances the Board reserves the right to choose the carrier(s) providing the benefit levels and eligibility conditions meet or exceed the levels and conditions of the coverage offered in the medical and pharmaceutical coverage which are provided for in Appendix A with this contract.

The Board shall provide bargaining unit members with group term life insurance for $50,000 and an equal amount of accidental death and dismemberment coverage. The life insurance benefit shall also include accelerated death benefit and guaranteed insurability riders.

b. Eligibility

All full-time and eligible part-time employees and their dependents are eligible for all health insurance benefits as detailed herein.

Married couples who are both employed by the Board will be eligible for two (2) single plans if they have no dependents or one family plan.

The dependent age limit for determining eligible child dependents of bargaining unit members shall be in accordance with Ohio and federal law. To be considered eligible, the bargaining unit member's dependent must be either a spouse of the bargaining unit member's or spouse's unmarried child, stepchild, legally adopted child, child for whom either the bargaining unit member or bargaining unit member's spouse is the legal guardian or custodian or any children who by court order, must be provided health care coverage by the bargaining unit member or the bargaining unit member's spouse. To be considered eligible dependents, the children must receive over half of their support during the calendar year from the bargaining unit member unless coverage is being provided under court order.

Eligibility for all health and welfare benefits for eligible child dependents will terminate at the end of the calendar year of the eligible dependent's twenty-fifth (25th) birthday, unless the dependent meets all the requirements of O.R.C. §§ 1751.14 and 3923.24.

c. Enrollment

Bargaining unit employees and their dependents must enroll in each health insurance plan in order to receive benefits. Upon employment, the Board will provide the employee with an enrollment form for each health and welfare benefit. Those selecting family coverage may be required to provide to the Board the following information:

For *spouses*:

(1) A photocopy of the marriage certification or

(a) A copy of the top half of the front page of the employee's most recent filed federal tax return that includes the spouse, or

(b) A copy of the top half of the tax return if the employee's status is 'married, filing separately'.

In the case of (1)(a) and (1)(b), a redacted return is required with all financial information blackened out. In rare situations, a copy of a

utility bill that includes the employee's and spouse's names at a common address may be requested; such requests should not be included in any blanket request for spousal information. Any other information request is not permitted.

For *children*: A bargaining unit member may need to provide different forms depending on the child's status (e.g., natural child, step child, adopted or foster child) and situation (attending post-secondary institution, living on their own but still supported by their parents), disabled, and various legal situations. Documents that are permitted to be requested include:

Depending on child's status:

(1) Natural child: Photocopy of the birth certificate showing the employee's name as parent.

(2) Step child: (1) plus a copy of the marriage certificate showing the employee and employee's spouse's name.

(3) Legal guardian, adopted child, grandchild, or foster child: Photocopy of affidavits of dependency, final court order or adoption decree.

Depending on child's situation:

(4) Children of divorced or separated parents who are not living with the employee, but the employee is still required to support by law: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child plus a copy of the divorce decree or legal separation granting full or joint custody plus a copy of the court-issue Qualified Medical Child Support Order showing that the employee (or employee's spouse if legally separated) must provide health care coverage (if applicable).

(5) Disabled children: (1), (2) or (3) plus a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child plus documentation from the Social Security Administration demonstrating that a Social Security disability benefit has been awarded.

(6) Step children living with the employee less than 50% of the time: (2) and a copy of the top half of the front page of the employee's most recently filed federal tax return that includes the child.

(7) Children of divorced employees where the dependent is on the insurance plan because of a court order or joint custody agreement: (1), (2) or (3) plus a copy of the divorce decree showing court ordered custody requirements pursuant to the requirement for health care provision.

If the information is not received by the Board within sixty (60) days of an official written request by the Board, dependent coverage may be lost. In such a case, the dependent will not be granted the right to extend health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act of 1986 (C.O.B.R.A.).

At any time, employees may change their status if a C.O.B.R.A. qualifying event occurs for the employee, spouse or dependent. For employees, C.O.B.R.A. qualifying events include the voluntary or involuntary termination of employment for reasons other than gross misconduct; and a reduction in the number of hours of employment. Employees who lose benefits as a result of going on strike are eligible for continuation coverage under the 'reduced hours' qualifying event. For spouses, qualifying events include the voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct; a reduction in the hours worked by the covered employee the covered employee becoming eligible for Medicare; and a divorce or legal separation from the covered employee. Dependent children have the same first 3 qualifying events as spouses and the loss of dependent child status under the plan rules.

d. Duration of Benefits

Bargaining unit members who are initially employed subsequent to the first day of the school year shall be eligible for coverage on the first day of employment. Bargaining unit members who are on paid leave will continue to receive health and life insurance benefits as if they were not on such leave. Bargaining unit members who terminate their employment prior to the close of the school year shall be provided benefits through the last day of the payroll period in which the termination occurred. Bargaining unit members who are employed during the last month of a school year shall be eligible for benefits through the first day of the subsequent school year. Bargaining unit members on FMLA Leave shall receive benefits the same as those on paid leave.

The Board shall inform in writing all qualified bargaining unit members and/or beneficiaries of their right to continue benefit coverage under provision of C.O.B.R.A.

e. Health Insurance Certificates of Coverage and Contracts

Within five (5) days of execution, the Association Presidents shall receive a signed copy of the health insurance plan certificate of coverage along with any codicil, rider, MOU or amendment made thereto for the life of the Contract. In addition, if the Board utilizes the services of a health insurance broker, agent or consultant, the Association President shall receive signed copies of any and all contracts and agreements between the parties in the manner noted above.

f. Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any health insurance plan provided by the Board under this Agreement, shall review such statements for accuracy and determine whether or not they received such services. If the bargaining unit member identifies a service or services that were billed for but not received they shall report it to the Board (i.e., the District Treasurer. Failure to identify any billing inaccuracies shall not result in any penalty to the bargaining unit member.

g. Bargaining unit members who are eligible for health insurance coverage may elect to waive the hospital/major medical insurance coverage during the annual open enrollment period. In consideration of their waiver of this insurance coverage, the member shall receive a stipend as follows:

1. An employee electing to waive family or single coverage shall receive a stipend of $3,000.

2. An employee electing to change from family to single coverage shall receive a stipend of $1,500.

This payment shall be made on the second pay in October of each year subject to the following provisions:

1. The employee must provide proof of alternative insurance coverage and waive his/her right to the negotiated benefits in writing to the Treasurer by September 30 of each year the insurance is being waived.

2. Coverage must be waived for the period of October 1 – September 30 of each year.

Employees who waive health insurance to be on the District's health insurance plan with another employee of the District are not eligible for the incentive.

Any bargaining unit member who has waived his/her health insurance coverage with the Board who involuntarily loses other health insurance through layoff of a spouse, death of a spouse, change in marital status or any other qualifying event, shall notify the Treasurer and will be re-enrolled in the Board provided insurance plan at the earliest enrollment opportunity. If the employee has already received the stipend for waiving his/her health insurance benefit, then he/she will reimburse the Board, pro-rated for the time of coverage.

h. District Labor-Management Health Insurance Committee

The mission of the District Labor-Management Health Insurance Committee (hereafter referred to as 'LMHIC') is to reduce treatment costs through the improvement of employee health status and health plan cost management. The LMHIC shall have all of the following in its scope of authority to make recommendations: health insurance consultant and health plan procurement, member education and communications, and ancillary district actions to improve the health status of employees and the cost management of its health insurance program.

The District's health insurance consultant shall initially be jointly selected through a request-for-qualifications (RFQ) process. The LMHIC shall offer a recommendation for the continued employment of the consultant annually on the basis of an annual joint evaluation. The District's health insurance plans will be selected through a formal request-for-proposal (RFP) process; the LMHIC shall review the RFP package that is sent out and received by the District.

Membership on the committee shall be a three (3) year commitment, and the members should also serve on labor and management's bargaining teams. The District's health insurance consultant will serve the LMHIC as an outside expert whose views are subject to the will of the LMHIC. All decisions of the LMHIC shall be made by consensus. The LMHIC will initially be co-chaired by the education

association presidents and the Superintendent. The LMHIC shall appoint a secretary to record the minutes of each meeting; the secretary and co-chairs will be chosen by acclimation each year at the last meeting of each calendar year. Minutes shall be kept at each meeting.

Until such time as a successor contract to the current collective bargaining agreement between the parties is executed, the LMHIC agrees to meet no less than quarterly at the direction of the LMHIC Co-Chairs to develop an incentive program for annual health risk appraisals; develop baseline data on Board and employee health insurance costs and medical insurance plan participant health status; and cooperate and communicate with the district wellness committee to develop a comprehensive worksite wellness program.

The LMHIC shall be made up of at least the following members:

- Superintendent (1)
- Treasurer (1)
- SLEA Co-Presidents (2)
- Association members selected by the Association (3)
- OEA Labor Relations consultant (1)
- Member at large selected by the Superintendent (1)
- Support Staff President (1)
- Support Staff member (1)

ARTICLE XVIII

SUPPLEMENTAL CONTRACTS

The compensation of a bargaining unit member may be supplemented by the acceptance of additional duties. The nature of such additional duty and the compensation for the performance of such duty shall be shown as a supplemental attachment on the annual salary notice. Any agreement to act as supervisor for extracurricular duties for which compensation is to be paid is to be written as a supplemental contract.

Compensation for supplemental duties shall be set forth in this agreement. All compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin disability, or marital status.

1. Bargaining unit members will be compensated for the following supplemental duties according to the salary schedule shown after the listing of supplemental categories.

2. Supplemental vacancies/newly-created supplementals are subject to the advertising procedure spelled out in section III of this agreement. Applicants shall be provided with a list of the duties involved and the qualifications, if any, for the position.

3. When the Board decides to fill a supplemental position, it shall have the right to determine the best qualified individual. Factors to be considered are:

    a. Certification – Members will be given first consideration for all supplementals.

    b. Applicants' qualifications as determined by the Board/Superintendent. Qualifications from job descriptions to be supplied to applicants at time of posting.

    c. Seniority – shall mean seniority "in that position at Southern Local."

    d. Prior supplemental evaluations- shall be considered in filling positions.

4. There shall be a written evaluation of the employee's performance (within 20 days of the final event for that supplemental) with a copy given to the employee. If the bargaining unit member objects to the contents of the formal written evaluation, the bargaining unit member shall have the right to attach his/her comments to the form.

5. The athletic director and principal shall evaluate all holders of supplemental contracts that are solely athletic in nature. All holders of supplemental contracts that are non-athletic will be evaluated by the building principal(s).

6. New supplemental contracts must be bargained.

7. All sports supplements may be paid by separate checks at the conclusion of the sports season (fall, winter, spring).

    All other supplementals may be paid by separate checks prior to the last employment day.

8. During the life of this contract, the district in conjunction with the association will form a special committee to review supplemental positions and pay scale. The committee will investigate the potential development of lead teacher positions in each building.

SUPPLEMENTAL CATEGORIES

Base = $37,819 (2024-2025)
Base = $39,331 (2025-2026)
Base = $40,511 (2026-2027)

CATEGORY I
Athletic Director

CATEGORY II
Head Football
Head Boys Basketball
Head Girl Basketball

CATEGORY III
Head Volleyball
Head Softball
Head Baseball
Asst. Athletic Director

CATEGORY IV
Band
Head Golf
Track
Head Cross Country
H.S. Cheerleading *
Asst. Football (2)
JV Volleyball
JV Basketball
Asst. Baseball
Asst. Softball

CATEGORY V
Jr. High Football (2)
7th Grade Boys Basketball **
7th Grade Girls Basketball **
8th Grade Boys Basketball **
8th Grade Girls Basketball
9th Basketball **
8th Grade Girls Basketball
9th Basketball **
Asst. High School Cheerleading

CATEGORY V continued
7th Volleyball **
8th Volleyball **
Jr. High Track (2)
Jr. High Cheerleading
Asst. Track
Computer Repair
High School Yearbook
Elementary School Yearbook
Archery

CATEGORY VI
Wt. Room Supervisor ***
Jr. Class Advisor
European Trip Coordinator

CATEGORY VII
Middle School Yearbook

CATEGORY VIII
Senior Class Advisor
Flag Corps
Drama
Public Relations
Entertainers Coordinator
Washington Trip Coordinator

CATEGORY IX
High School Student Council
Elem. Student Council
Cultural Events

CATEGORY X
National Honor Society
Quiz Team/Science Club

SOUTHERN LOCAL EA - Perry Co.
Supplemental Salary Schedules

* H.S. Cheerleading – One position for fall and winter seasons. Split salary if one person is employed for each season.

** Any coach who supervises two teams will receive full pay for highest position and will receive 1/2 of the pay for the additional position. Coach must be approved to coach two teams.

*** Wt. Room Supervisor – One person for three seasons or divide salary by appropriate number if one person is employed for individual seasons. Attempts will be made to fill position for entire year prior to dividing it.

BASE:	$ 37,819	(2024-2025)
Category	% of Base	Pay
I	0.205	$ 7,753
II	0.141	$ 5,332
III	0.114	$ 4,311
IV	0.086	$ 3,252
V	0.074	$ 2,799
VI	0.069	$ 2,610
VII	0.058	$ 2,194
VIII	0.046	$ 1,740
IX	0.035	$ 1,324
IX	0.029	$ 1,097

BASE:	$ 39,332	(2025-2026)
Category	% of Base	Pay
I	0.205	$ 8,063
II	0.141	$ 5,546
III	0.114	$ 4,484
IV	0.086	$ 3,383
V	0.074	$ 2,911
VI	0.069	$ 2,714
VII	0.058	$ 2,281
VIII	0.046	$ 1,809
IX	0.035	$ 1,377
IX	0.029	$ 1,141

BASE:	$ 40,512	(2026-2027)
Category	% of Base	Pay
I	0.205	$ 8,305
II	0.141	$ 5,712
III	0.114	$ 4,618
IV	0.086	$ 3,484
V	0.074	$ 2,998
VI	0.069	$ 2,795
VII	0.058	$ 2,350
VIII	0.046	$ 1,864
IX	0.035	$ 1,418
IX	0.029	$ 1,175

Extended Services – Extended services will be provided in the following areas of their per diem rate.

Guidance H.S.	25 days
Guidance Elem.	10 days
Voc. Home Econ.	Per State Mandate
Nurse	10 days
Agriculture/Natural Resources	20 days

1. Nurse will be on duty 7:30 - 3:00 throughout the school year and will do physicals, home visits and record keeping on extended days.

2. If the Board employs a librarian, in order to provide library services, the library will be closed two (2) days at the beginning of school and two (2) days at the end of school. If the librarian teaches an additional class, two (2) additional days will be provided.

3. The position of Lead Mentor will be paid $1,600 annually.

4. Mentors of Resident Educators shall be paid as follows based on the amount of work and responsibility required:

   Year 1 - $1,400
   Year 2 - $1,000

5. Peer Coaches for teachers who are referred by Administrators will be paid $150/month.

6. Peer Coaches for teacher self-referrals that have administrative approval will be paid $100/month.

ARTICLE XIX

ASSOCIATION RIGHTS

A. Notice of Board Meetings, Minutes, Records

1. The Board shall provide the president of the Association with a written copy of the agenda with all of the information provided in the Board members packets as compiled by the Treasurer. Any additional non-confidential material shall be provided upon request. Such information shall be provided to the association president in a timely manner, and at the same time as provided individual board members.
2. Notice of any change in meeting time, date, or place and reasonable notice of special Board meetings will be given to the president of the Association.

3. The Board shall provide the Association with access to a copy of or an electronic version of all Board policies, which shall be updated as the Board approves new policies and policy revisions.

B. Use of Buildings, Mails, Equipment

1. The Association has the right to use school buildings for membership meetings without cost provided that the area used is not scheduled for another school purpose.

2. The Association has the right to post materials, notices, etc. on school bulletin boards in faculty rooms or work areas.

3. The Association has the right to use intra-district mail service provided that it does not interfere with school use.

4. Association representatives have the right to conduct business on school premises provided that the conducting of such business does not take place while the staff member is on an assigned duty.

5. The Association may use school equipment including reproduction equipment and telephones provided that the charges incurred are reimbursed to the school district by the Association and provided that the use of such equipment does not interfere with the school's planned use of such.

6. The names, addresses, telephone numbers, and building assignments of bargaining unit members shall be furnished upon request to the Association.

C. Orientation Day SLEA Meeting

The Association will have the right to address the opening day gathering of district members before they disperse to individual building meetings. Such time should not exceed thirty (30) minutes.

D. Released Time for Officers, Representatives

Association Representatives will be granted up to three (3) days per person of professional leave to attend Association meetings. Additional days may be granted with the Superintendent's approval.

E. Evaluation Procedure (Committee)

The Board and the Association agree to form a committee to review the current evaluation instrument and, if necessary, formulate a new evaluation instrument and procedure.

The parties also agree that the make-up of the committee shall be as follows:

- 3 teachers appointed by the SLEA Executive Committee;
- 2 administrators appointed by the Superintendent.

The committee shall make their recommendation to the parties based on consensus to be ratified by the Association and the Board.

ARTICLE XX

MANAGEMENT RIGHTS

The member retains the right and authority to manage the schools or the Southern Local School District except as limited by law and the specific terms of this Agreement. This shall include but not be limited to the following rights:

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

2. To direct, supervise, evaluate, or hire members;

3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain members;

6. To determine the adequacy, qualifications, and size of the work force;

7. To determine the overall mission of the employer as a unit of government;

8. To effectively manage the work force; and

9. To take actions to carry out the mission of the public employer as a governmental unit.

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.

Article XXI
SICK LEAVE DONATION PROGRAM

1. SLEA Executive Committee shall administer sick leave donations. The Committee shall develop the approved form and shall approve applications at its discretion using guidelines developed by the committee. A majority vote of the committee is required for approval of the application.

2. Bargaining unit members who have been employed at least three (3) months and have exhausted all of their paid leave accumulation, may request additional sick leave days be transferred to his/her leave account for a catastrophic or debilitating illness or injury, to themselves, their spouse, or children or parents.

3. A request form will be required to be submitted to the Union President or his/her designee and shall contain, at a minimum, the following information:

a. Name of the employee requesting the leave.
b. Number of years employed by the school district.
c. Classification and building assignment.
d. Number of days needed based on supporting medical documentation.
e. Reason for the need.

Requests must be made as soon as the need is expected, but at a minimum five (5) days prior to the beginning of the pay period when the days are needed by the employee.

4. The members shall be required to provide documentation to the Committee from the attending physician including, but not limited to, the estimated duration of the catastrophic illness, schedule of treatment and follow-up appointments and the need for the member to provide daily caregiving services to the spouse. Members will be required to provide a medical release stating he/she can return to their regular duties prior to reporting back to work for his/her own serious injury or catastrophic illness.

5. Approved bargaining unit members shall be granted up to a maximum of twenty (20) donated days upon submission of proper documentation. Donated sick leave must be used by the employee in full day increments. The member shall not be required to pay back the donated days. Leave will not carry forward from one school to the next.

6. Once the request is made by the employee, the Union President or designee will issue a request for donations to the membership. The member requesting the donation shall not be identified.

7. Each member may donate no more than five (5) days per application. Members must have at least thirty (30) days of accrued but unused in order to be eligible to donate. Donation forms must be signed and dated by the donor. Original forms must be sent to the District Treasurer's Office to be processed with the applicable payroll. The Payroll Manager will deduct the number of donated dates from the donor and transfer those days to the affected member. The days donated will be deducted in the order that the donation form is received. If more days are donated than are required, those days will not be deducted or transferred.

8. It is the member's responsibility to be aware of the pay periods and when they have exhausted their leave. Should the request for donations not be made in a timely manner to allow for the process to be completed within the applicable pay period, the Treasurer's Office has the authority to not issue pay (dock) for those days absent when no leave is available to the member.

9. The recipient of the donated sick leave days will continue to (earn) sick leave days. Donated days will not be used in the calculation of any applicable severance or balance transfer to another employer.

10. Absences due to medical treatment of alcohol and/or substance abuse shall be considered an applicable reason to apply for sick leave donation.

11. The decision of the Sick Leave Donation Committee is final and not subject to the grievance procedure. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the administration of the sick leave donation program.

Article XXII
DURATION

The terms of this contract are effective July 1, 2024 and shall remain in full force and effect until June 30, 2027. Negotiations for a successor agreement will commence pursuant to the provisions of the negotiated agreement. This agreement represents the full understanding and commitment between the two parties and replaces all previous agreements relative to the items contained herein. This agreement may be added to, deleted to, or otherwise changed only by the written mutual agreement of both parties.

_____ _____

Southern Local Education Association, President Date

_____ _____

Southern Local Board of Education, President Date

_____ _____

Southern Local Board of Education, Superintendent Date

Jodi K. Hellyer — 10/17/24

Southern Local Education Association, President — Date

M. Clarissa Reynolds — 10/17/24

Southern Local Board of Education, President — Date

Annette Losco — 10/17/24

Southern Local Board of Education, Superintendent — Date

Southern Local School District (Perry County)

Renewal Date: October 1, 2018		CIGNA Level Funded Open Access Plus PPO Plan	
		Non-Grandfathered Plan	
		Network	Non-Network
Annual Deductible	Single Family	$500 $1,000	$5,000 $10,000
Coinsurance		80%	50%
Annual Out-of-Pocket Maximum		Total OOP Incl. Medical & Rx Copays	
	Single Family	$3,500 $7,000	$10,000 $20,000
Lifetime Maximum		Unlimited	
Physician Office Visit – Primary Care (PCP)		$25 Copay	50% after Deductible
Physician Office Visit – Specialist (SCP)		$25 Copay	50% after Deductible
Urgent Care Centers		$75 Copay	50% after Deductible
Routine Physical & Well Child Exams		100%, No Copay	50% after Deductible
Routine Preventive Care Testing (See Carrier Notes)		100% Preventive Testing – Recommended Age Schedule	50% after Deductible
Inpatient Hospital – Unlimited except for Skilled Nursing Facility & Rehabilitation		80%, No deductible Skilled Nursing and Rehabilitation – 60 Days	50%, after Deductible
Emergency Services (Copay waived if admitted)		80% after $250 Copay	Same as Network
Ambulance Services		80% after Deductible	80% after Deductible
Outpatient Surgical Services		80% after Deductible	50% after Deductible
Outpatient Minor Diagnostic – Lab & X-ray		100% No Deductible	50% after Deductible
Outpatient Major Diagnostics (CT, Pet, MRI, etc.)		80% after Deductible	50% after Deductible
Durable Medical Equipment		80% after Deductible Single purchase of a type of DME every 3 years	50% after Deductible
Outpatient Mental Health & Substance Abuse Limitations:		$25 Copay No Limits	50% after Deductible
Inpatient Mental Health & Substance Abuse Limitations:		80% after Deductible No Limits	50% after Deductible
Prescription Drugs • (Generic/Formulary/Non-Formulary) • (Generic/Formulary/Non-Formulary)	Rx Card Retail Mail Order Drug MOD Supply	$10 / $25 / $45 Specialty $10 / $100 / $300 $25 / $62.50 / $112.50 90 Days	50% after Deductible Not Covered
Carrier Notes:		OAP PPO Plan: Level Funded Arrangement – Pay full rates upfront; Individual Stop Loss Limit $35,000 (Med+Rx); Aggregate Corridor Factor: 110%; Potential for credit at renewal with good claims experience.	
		CIGNA - REVISED	
Type	# of Contracts	Level Funded Open Access Plus PPO Plan	
Single Family	20 54	$931.55 $2,561.71	
Monthly Premium: Total Annual Premium:		$156,963.34 $1,883,560.08	
Rate Change %: Premium $ Change:		8.63% $149,707.20	