MASTER AGREEMENT

BETWEEN THE

SOUTHEASTERN LOCAL BOARD OF EDUCATION

AND THE

SOUTHEASTERN LOCAL EDUCATION ASSOCIATION

EFFECTIVE:

July 1, 2026 to June 30, 2029

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ARTICLE ONE - RECOGNITION

A. Recognition

The Southeastern Local Board of Education, hereinafter referred to as the "Board", recognizes the Southeastern Local Education Association, hereinafter referred to as the "Association", affiliated with the Ohio Education Association and National Education Association, as the sole and exclusive bargaining representative of all bargaining unit members, both full and part-time (1/2 time or more), as defined in paragraph "B", Bargaining Unit Defined, below.

B. Bargaining Unit Defined

For purposes of bargaining, the "bargaining unit" shall include all certificated/licensed classroom teachers, guidance counselors, speech and hearing therapists, librarians and learning disabilities tutors. (Administrators, including the athletic director/administrative assistant, substitute teachers, and all non-certified/licensed personnel, shall be excluded.)

ARTICLE TWO - NEGOTIATIONS

A. Scope Of Negotiations

The Board and the Association shall bargain collectively to determine the following:

1. Wages

2 Hours

3. Terms and other conditions of employment

4. The continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

B. Negotiations Process – Meetings

1. Request for Meetings

Upon request of either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than ten (10) days following such request. Bargaining for a new contract shall begin not less than (90) days nor more than one hundred twenty (120) days prior to the expiration of this Agreement.

2. Filing of SERB Documents

The requesting party shall serve four (4) copies of the Notice to Negotiate (form) and a copy of the current contract upon the State Employment Relations Board (SERB).

3. Proper Submission of Documents For Negotiations

All issues proposed for bargaining shall be reduced to writing in a comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not submitted at the first meeting.

C. Representation

Each team shall be responsible for naming its members to the negotiations team.

D. Number of Members on Each Team

Representative members of the Board and the Superintendent shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to no more than four (4) representatives of each of the Board and the Association.

E. Negotiations Between Parties

All negotiations shall be conducted exclusively between said teams.

F. Parties' Control of Negotiations Teams

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

G. Power of Negotiations Teams

Each team shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions during the course of negotiations.

H. Effects of Final Agreement

No final agreement shall be in force until the same has been ratified by the Association membership and officially adopted by the Board.

I. Tentative Agreements Not A Subject of Impasse

Tentatively agreed to items shall not be a matter of the dispute process of this Master Agreement.

J. Consultants

Each team may call upon and pay for competent professional and lay representatives to consider matters under discussion and to make suggestions.

K. Study Committees

The parties may, upon mutual consent, appoint joint ad hoc study committees to research, study, and develop projects, reports, and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The reasonable costs of such committees shall be shared equally by the Board and the Association.

L. Information

1. District Financial Information

The Superintendent and/or the Board Treasurer agree to release to the Association President, upon request, all regularly assembled information dealing with the financial resources of the district and any other regularly prepared information concerning the school program as normally available to the public.

a. Association/Board Submission of Material

The Association and Board shall, upon request, furnish all available information on its proposals to the requesting party's negotiating team.

M. While Negotiations are in Progress

1. Caucus

Upon request, either party may be permitted to caucus at any time. Caucuses shall not last more than one (1) hour. The team calling a caucus shall adjourn to another area.

2. Protocol

No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiating process.

3. Item Agreement

As tentative agreement is reached on negotiable items they shall be reduced to writing, initialed, and dated by each party.

4. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

5. News Releases

Periodic progress reports may be issued during negotiations to the public provided such releases have the prior approval of both parties. When consensus has been reached, news releases will be approved by both teams.

N. Agreement

1. Signing of Contract

Upon ratification by both parties, the agreement shall be signed within fifteen (15) days by the Superintendent, the Board President, the Association President, and the members of each negotiating team.

2. Contract to be Made Part of Board Policies

The Agreement, as ratified by both parties, shall become a part of the official minutes of the Board at the time of ratification and shall be effective as specified by dates contained within the Master Agreement.

3. Non-discrimination Against Staff Members

In addition, it shall be binding on both parties and shall not discriminate against any staff member.

O. Disagreement

1. Mediation

In the event an agreement is not reached within sixty (60) days of the initial bargaining session or upon declaration of either party, an impasse may be declared. A joint written request shall be made to the State Employment Relations Board or a mutually-selected private mediator who is qualified to provide such services, to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties.

2. Cost of Mediator

The parties agree that to the extent there are costs associated with the services of a mediator selected pursuant to section O.1., above, those costs shall be shared equally by the parties.

3. Right to Strike

If the parties cannot reach an agreement after three (3) sessions or if the Mediator cancels the process prior to the three (3) sessions, the Parties agree that this procedure has exhausted the Contract, thus the Association will have the right to strike under Chapter 4117 of the ORC, and the Board of Education shall have the right to implement its last and best offer pursuant to ORC 4117.11.

P. Continuation of Performance

For the duration of this Agreement, neither the Association, its agents, nor the employees represented by the Association shall engage in, assist in, sanction, or approve any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

Q. Definitions

1. Good Faith

"Good Faith" involves coming to the negotiating table with the intention of negotiating. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter-proposals. Good faith requires both parties to recognize negotiations as a shared process.

2. Master Agreement

"Master Agreement" refers to this entire document. In addition to the Procedural Agreement, it includes all other agreements attached hereto in the form of articles.

3. Previously Negotiated Agreements

"Previously Negotiated Agreements" refers to those agreements currently or earlier in effect.

4. Procedural Agreement

"Procedural Agreement" is a mutually agreed to procedure for Board-Association communication designed to solve problems of mutual concern.

5. Professional Negotiations

"Professional Negotiations" means conferring, discussing, and negotiating in good faith by a board of education or its designated representatives and a recognized teacher organization through its designated representatives in an effort to reach agreement with respect to working conditions and other matters of concern to such board and organization.

6. Impasse

"Impasse" is the persistent disagreement between the parties requiring the use of mediation or appeal procedures for resolution.

7. Mediation

"Mediation" is the use of a third party to help opposing parties reach agreement in negotiations. The mediator seeks to pinpoint issues and will usually offer suggestions, but does not dictate the terms of settlement.

8. Employees

"Bargaining Unit Member" shall be defined as all employees as defined in Article One, of this Agreement.

9. Days

"Days" as used in this procedure shall be school calendar days exclusive of negotiated or federally recognized holidays, Saturdays, and Sundays.

ARTICLE THREE - GRIEVANCE PROCEDURE

A. Grievance Defined

Grievance shall be defined as a dispute between the Board and an employee, or between the Board and the Association concerning the interpretation, and/or application of and/or compliance with any written provisions of this Agreement.

B. Rights of the Grievant and the Association

Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a concern or problem to discuss the matter informally with members of the administration through normal channels of communication. The provisions of this Article do not apply for any such informal discussion that has not been declared a grievance prior to such informal discussion.

C. Rights of Individual Teachers in Processing Grievances

A teacher has the right to present grievances and have them resolved, without the intervention of the Association, as long as the solution is not inconsistent with the terms of the collective bargaining agreement and the Association is present at any and all meetings pertaining to the processing of the grievance. See exception contained in Section F7. The Association President shall be notified in writing of the resolution to any written grievance within seven (7) work days from the date of the resolution.

D. Informal Step

Within fifteen (15) school days after management's alleged violation of the contract, the grievant shall declare it as such and discuss the matter with his/her principal in an effort to resolve the problem informally.

E. Formal Steps

1. Step I

If the grievance is not resolved within seven (7) school days of such informal meeting, the grievant may present a formal claim by submitting a completed Grievance Report Form A, Step 1, in triplicate or four (4) if the grievant is an individual. (see Appendix).

a. Information on Grievance Form

Copies of this form showing the grievance and the master agreement article and section(s) allegedly violated and the relief sought shall be submitted by the grievant to the Association representative, and to the principal.

b. Principal's Meeting With Grievant

Within seven (7) school days of receipt of the Grievance Report Form A, the principal shall meet with the grievant in an effort to resolve the grievance.

c. Principal's Response
The principal shall indicate his/her disposition of the grievance within seven (7) school days after such meeting by completing Grievance Form B, Step I and returning it to the grievant, the Association, and the Superintendent.

2. Step II

If within ten (10) school days after receipt of the disposition in Step I, the grievant is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within seven (7) school days, the grievant may complete Grievance Report Form C, Step II, and submit the grievance to the Superintendent and the Board President.

a. Superintendent's Hearing

Within fifteen (15) school days of receipt, the Superintendent/ designee shall meet with the grievant.

b. Written Disposition of Superintendent
Within (7) seven school days after the hearing, the Superintendent shall indicate in writing the disposition of the grievance by completing his/her portion of Grievance Form D, Step II, and forwarding it to the aggrieved, the Association, the principal, and the Board President.

3. Step III

If the Association is not satisfied with the disposition of the grievance through Step II, or if the disposition has not been received within the period above in Step II, he/she may, within seven (7) school days following the receipt of such disposition or the end of the time period in Step II, submit a written appeal of the grievance to mediation.

Upon receipt of the appeal, the Superintendent will work with the Association to jointly select a mediation services or private mediator, and to schedule a mutually agreeable time to conduct the mediation session. However, the mediation sessions shall occur within thirty (30) days of the date of the grievant's submission of appeal to mediation. Any expenses relative to the mediation process, including any costs imposed by the mediation service or the private mediator, shall be the sole responsibility of the Association.

If the mediation of the grievance is not successful, then the grievant has the right to proceed with the grievance to Step IV within seven (7) days of the date of the mediation session.

4. Step IV

If the Association is not satisfied with the disposition of the mediation session the Association may refer such dispute or difference to arbitration by completion of the Grievance Report Form E, Step III, and filing same with the Superintendent and Board President within seven (7) school days of the receipt of the disposition of the Superintendent or the end of the time period in Step III.

a. Submission to Arbitration

Binding Arbitration shall be employed for violations concerning interpretation, and/or application of, and/or compliance with negotiated contracts and the provisions therein. The arbitrator shall be selected from the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall strictly limit his/her decision to the application of, interpretation of, and compliance with written provisions of the section(s) of the Negotiated Agreement cited in the grievance and shall be binding on both parties.

b. Distribution of the Arbitrator's Award

The decision made by the arbitrator shall be submitted in writing and sent to the Board, the Association, the grievant, and the Superintendent.

F. Miscellaneous (Definitions)

1. Definition of Grievant

The term "grievant" or "aggrieved" shall include all members of the bargaining unit, any group of members acting as a class, or the Association acting on behalf of any member or group of members. Individual grievances will specifically identify the grievant. Class action grievances will identify the class or group of affected teachers.

2. Days

"Days" as used in this procedure shall be school calendar days exclusive of negotiated or federally recognized holidays, Saturdays, and Sundays.

3. Representation or Representative

"Representation" or "Representative" as provided for in this section may be any member of the Association or representative of the Association.

4. Representation of a Grievant

A grievant may appear on his/her own behalf and/or may be represented at any and all steps of the Grievance Procedure by the Association at the discretion of the grievant.

5. Right of Grievant to Seek Other Alternatives

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this school district in lieu of using the grievance procedure. However, exhaustion of administrative remedies applies with respect to this grievance process and any actions resulting therefrom.

6. Proper Step Filing of Class Action Grievances

If, in the judgment of the Association, a grievance affects a group of teachers, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Step II. The Association may process such a grievance through all steps of the Grievance Procedure if there is at least one individual aggrieved person who wishes to do so. Said individual(s) shall not be subject to repercussions.

7. Prior Approval of Association for Grievance Processing

No grievance may be submitted to arbitration without the consent of the Association.

8. Written Disposition of Grievances After Informal Step

Any grievance not settled at the informal level shall be reduced to writing and shall state such relief sought.

9. Exclusion of Grievances in Personnel File

The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file except to the extent that such grievance pertains to the required contents of the grievant's personnel file, or in any files used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment, or recommendation for other employment; nor shall the grievant be placed in jeopardy, or be the

subject for reprisal or discrimination for having followed or utilized this Grievance Procedure.

G. Time Limits Related to Processing Grievances

Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties.

1. Filing of Grievances at End of School Year

In the event a grievance is filed just prior to, or at the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is possible.

2. Time Limits of Initiating and Processing Grievance

If the grievance is not initiated within fifteen (15) school days after management's alleged violation of the contract, the grievance shall be considered waived. Failure at any step of this procedure to communicate in writing the disposition of a grievance within the time limits provided shall advance the grievance to the next step of the Grievance Procedure at the discretion of the grievant, excluding arbitration. The grievant, or the Association, must file after each step within ten (10) working days after the receipt of a decision from the previous step, or the grievance will be considered waived.

H. Parties' Cost of Arbitrator's Expenses

The Board and Association agree that the party who "loses" an arbitration shall pay all costs associated with the cost of the arbitration, with the exception of legal and/or representative fees. In the event of a multiple arbitration decision where each party wins part, but loses part, of the decision, the arbitrator will be required to determine a "loser" for the purposes of this provision.

ARTICLE FOUR - ASSOCIATION RIGHTS

A. Association Rights

The rights contained in this Article have been negotiated between the Association and Board and are rights guaranteed to the Association.

B. Use of School Buildings and Equipment

The Board and the administration will cooperate with the Association in the use of school buildings and equipment for meetings providing such use does not interfere with regular school activities and is in accordance with the provisions of the Board's policy on use of buildings and facilities for school-associated groups. If the Association uses the Board's copiers, the Association will pay the actual costs of the copies at the rate established by Board policy.

C. Distribution of Materials

Materials from the Association may be distributed to members. Officers of the Association may send materials out in the school mail for placement in the members' mailbox, post on staff bulletin boards and/or send via school email. Placing the information in the building is to be done by the Association's Representative.

D. Association Dues Payroll Deductions

1. Free Dues Deductions

The following payroll deductions will be provided at no cost to the member:

a. Beginning Date of Deductions

Teachers may, by October 15, sign and deliver to the Association an authorization form requesting membership dues and assessments of the recognized Association and its affiliates. The Association Treasurer will, by October 15, deliver to the Board Treasurer the proper authorization form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Board Treasurer to discontinue such deductions, or employment with the Board terminates. Professional dues will be deducted in sixteen (16) equal amounts beginning with the second pay in November.

b. Remittance of Dues to Association Treasurer

All money so deducted shall be remitted twice monthly to the Association Treasurer accompanied by a list of employees for whom deductions were made and the amount for each said employee.

1). Notification of Removal of Membership

If a teacher gives a written notice to both the Board Treasurer and the Association Treasurer to discontinue such deductions, the Association Treasurer and the Board Treasurer shall handle accordingly with the State Association within two (2) weeks of such action.

c. Indemnification

The Association on behalf of itself and the OEA and NEA agrees to defend, indemnify, and hold the Employer, including the Board, its officers, members, agents, and employee(s) who implements any Association dues and/or fees deduction, harmless for any cost, liability, or claim incurred as a result of or arising out of the implementation and enforcement of any Association dues and/or fees deductions.

E. Association Business

The Association shall be entitled to send official delegates as well as any Association member who is elected or appointed to OEA district, state, or national office to its convention meetings or special events as designated by the Association President. The Superintendent will approve attendance at such events under the following conditions:

1. Number of Days

Those in attendance will not exceed two (2) persons per meeting or four (4) member/person days per year. This does not apply to arbitration hearings or negotiation meetings.

2. Selection Made by Association

The selection of the employees to attend shall be up to the Association.

3. Notification of Use to Superintendent

The Association President will notify the Superintendent of his/her intention to use such day at least five (5) working days in advance of its occurrence. Emergency occurrences shall be considered by their merits by the Superintendent.

4. Association Responsibility to Cost

The Association will be responsible for any expenses incurred by the employees beyond their regular day's salary. The cost of the substitute teacher shall be paid by the Board of Education.

5. Resolution to Emergency Requests

Reasonable effort shall be made by the Superintendent and the Association President to work out a solution whereby the emergency request can be granted.

F. Access to Employees and Information

1. The Association shall have the right to have its agents and officers contact employees before and after school and during lunch as long as such contacts do not interrupt the work day of the employees. The Association shall have the right to receive messages as soon as they are received. Association officers shall be given messages during student non-instructional time.

2. The Employer shall allow Association representatives to make a presentation about the Union at a school facility during the lunch hour of the new employee orientation program prior to the start of the school year. The Employer shall provide written notice to the Association at least ten (10) days prior to any such program.

3. The Employer shall provide the Association President or their designee with the names, addresses, phone numbers, building assignments, classifications, years of service credit, and pay rates of all employees in the bargaining unit within ten (10) days of such request.

G. Discrimination of Members

There shall be no reprisals taken by the Board or the administration against any bargaining unit member by reason of membership in the Association. There shall be no pressuring or repeated attempts to pressure any teacher to join the Association. Also, there shall be no reprisal taken by the Association against any teacher who freely chooses not to become a member of the Association.

H. Fair Share Fee

If the mandatory assessment of fees of non-members in the public sector is held to be constitutional by the Supreme Court of the United States the parties agree that the implementation of a mandatory assessment of fees of non-members will be automatically inserted into the Contract on terms negotiated by the parties through a mandatory re-opener, limited to the mandatory assessment of non-members, within thirty (30) days of such a holding.

ARTICLE FIVE - MANAGEMENT RIGHTS

The association recognizes that the Board is the legally constituted body responsible for the management, direction and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules and regulations governing any and all aspects of the Board's school district except as restricted by this Agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

To determine all matters of managerial policy which include, but are not limited to areas of discretion or policy such as functions, services and programs of the district; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform the functions, services and programs of the district;

To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, layoff, train, retrain, suspend, demote, discipline, remove, dismiss, retain or reinstate employees;

To direct, supervise and manage the workforce, to determine the efficiency and effectiveness of the workforce, to determine the size, composition and adequacy of the workforce; and to select the personnel by which district operations shall be carried out; To maintain or increase the efficiency and/or effectiveness of district services; i.e., establishing routes, arranging stops and directing services related to maintenance and storage of district vehicles. To take actions to carry out the mission of the district as a governmental unit. The Board shall comply with all provisions of the constitutions of the United States and the State of Ohio.

ARTICLE SIX - WORKING CONDITIONS

A. Teacher Personnel File

1. Superintendent in Charge of Files

The Superintendent will be responsible for the system.

2. Right of Review of File

Appropriate school personnel authorized to have access to the personnel files are the Board Treasurer, administrative and supervisory persons, State Department of Education and Board officials responsible for determining proper maintenance of such records, authorized law enforcement officials, individual with a court order to release such records, the individual, or an attorney authorized by the individual, or any member of the public when making the request and following the Board adopted policies governing the Personnel File Policy. In the event a member of the public requests to review the file of a bargaining unit member, the member shall be made aware of the request and have the opportunity to be present when the file is being reviewed.

3. Process of Reviewing File

Individuals, other than appropriate school personnel, wishing to review personnel records shall:

a. Request access to a specific file, in writing, at least forty-eight (48) hours in advance. A copy of the request shall be given or mailed to the teacher within twenty-four (24) hours of the request.

b. Review the records in the presence of the administrators designated to maintain such records.

c. Make no alterations or additions to the record or remove any materials there from.

d. Sign a log attached to the file indicating date, and name of the person reviewing the file.

e. Personnel records shall be available for public review except for matters which are exempted by law as set forth in O.R.C. 149.43 (A) (1), or other records the release of which are prohibited by state or federal law.

4. Safe Storage Area

The filing cabinets shall be fire resistant and locked when the office is unattended.

5. Employees' Review of File

Employees shall have the right to review their file at reasonable times during the normal working day.

6. Notification of Material to be Removed From File

An employee will be notified of the removal of any material which is to be made available to any person under court order prior to its removal.

7. Notification of Rules to Employees

These rules will be made known to all individuals who have personnel information in the system.

8. Material Free to Employee

An employee may make copies of any item in his/her file at no expense to the bargaining unit member.

9. Process of Entry of Disciplinary Material Into File

Disciplinary material placed in the teacher's personnel file shall include the initials of the teacher and the administrator placing the material in the file, with the date of examination by the teacher and the date the material was placed in the file.

10. Teacher's Signature Attached to File Information

The teacher's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/She will have the opportunity to reply to any critical material in a written statement to be attached to the filed copy.

11. Anonymous Letters Not to be Placed in File

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

12. Right to Grieve File Material

Any materials entered into a teacher's file may be questioned or grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned by the Superintendent, it shall be removed from the professional staff member's file. If a document is removed from a personnel file, it remains a public record in that it may not be destroyed unless pursuant to ORC.

13. Parties Agree to Comply with State and Federal Law

The Board and the Association agree to comply with all applicable state and federal statutes in maintaining personnel files and records.

B. Teacher Contracts

1. Issued Written Contracts

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code, with the exception of Article Six, Section C of this agreement.

2. Such contracts shall include the following information:

a. Name of teacher

b. Name of school district and Board employing said teacher

c. Type of contract - limited or continuing.

1). If limited, the number of years the contract is to be in effect.

d. Annual compensation to be paid for the first year of the contract

e. Basis of determining compensation

f. Number of paydays

g. Professional contract days

h. Teacher agreement that he/she shall abide by Board adopted policies

i. Provision for the signature of the Board President and the Board Treasurer

j. Provision for signature and date of signature of the teacher being contracted

C. Teaching Contracts

1. Limited Contracts

a. All teachers new to the district may be granted a limited contract with a duration of one (1) year.

b. Teachers who have completed two (2) limited contracts with a duration of one (1) year each and are recommended for another contract by the Superintendent, shall be recommended for a limited contract with a duration of two (2) years. If any teacher is

issued a probationary contract, the teacher shall be given written reasons for the issuance of the probationary contract.

c. Teachers who have completed two (2) limited contracts with a duration of two (2) years each and who have been recommended for another contract by the Superintendent, shall be recommended for a limited contract with a duration of three (3) years.

d. A teacher eligible for a multi-year contract may be granted a one (1) year probationary in lieu of a multi-year contract. At the end of the probationary contract, the teacher, if recommended for another contract by the Superintendent, shall be recommended to return to his/her original contract eligibility status.

2. Continuing Contracts

a. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended. Teachers eligible for continuing service status shall be those teachers qualified as described in divisions D and E of section 3319.08 of the Revised Code, who within the last five years have taught for at least three years in the district and those teachers who, having attained continuing contract status elsewhere, have served two years in the district but the Board, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

b. In the year the limited contract expires, members of the bargaining unit who are qualified for a continuing contract and have filed written notice of such with the Superintendent on or before the opening day of any school year shall be considered for a continuing contract to become effective the succeeding school year following Board action to grant such contract. If a continuing contract is not granted, but a one (1) year probationary contract is granted, the Superintendent will give the teacher written reasons for such action as provided by O.R.C. 3319.11.

The above shall remain in full force and effect unless it is contradictory to law (Ohio Revised Code) or unless the law should change it. Should that be the case the law will be the prevailing language.

D. Contract Acceptance

A member of the bargaining unit offered a contract of employment or renewal of a contract of employment shall return such written contract to the Board

Treasurer at such time as shall be indicated on said contract but not later than May 5.

E. Teacher Certification

All valid Ohio teaching certificates or licenses shall be filed with the Board Treasurer upon initial employment. All additional certificates or licenses received during subsequent employment including validation on certificates or licenses to teach additional subject areas shall be submitted to the Board Treasurer within ten (10) days of their receipt.

All teachers employed by the Southeastern Local School District Board of Education must maintain proper certification/licensure, per the Ohio Department of Education, to teach in their subject areas of assignment at all times during their employment with the Board. It is each teacher's responsibility to ensure that their proper certification/ licensure is on file with the district office.

Teachers shall not be compensated until proper certification is confirmed.

F. Non-Renewal of Limited Contracts

1. Four (4) Year Exclusion

The Board shall have the absolute and unrestricted authority to non-renew the limited contract of a teacher in accordance with law for the first four (4) years of limited teaching contracts within the district. Thereafter, the Board may only non-renew a limited contract if there exists a clear and substantive basis for such action. Any limited contract teacher who is non-renewed may file a grievance and proceed to arbitration under the terms of this Agreement but may not appeal to the Court of Common Pleas, as provided in accordance with O.R.C. 3319.11.

2. Request of Meeting With Superintendent

At least ten (10) days prior to the Superintendent's recommendation to the Board to non-renew the limited contract of the bargaining unit member, the Superintendent shall provide the member with the written reasons for the recommendation.

3. Meeting with Superintendent

The bargaining unit member shall have the right to a conference with the Superintendent to discuss his/her recommendation. The bargaining unit member shall have the right to representation at this, and all meetings pertaining to the recommendation.

4. Right of Employee to Meet with Board

If the Superintendent is to make a negative recommendation to the Board after the meeting with the bargaining unit member, then the member shall have the right to a meeting with the Board.

5. Non-Renewal of Limited Contracts – Replaces ORC 3319.11

The Association and Board expressly agree that this section is intended to replace the non-renewal of O.R.C. 3319.11.

G. Assignment of Staff Members to Teaching Positions

All voluntary and involuntary transfers shall be made in the best interests of students in compliance with ORC §3319.174. In determining what is in the best interests of students, the Superintendent shall consider relevant educational factors, including by way of example only:

1. Student learning needs and instructional continuity
2. Programmatic requirements and course offerings
3. Enrollment changes or scheduling needs
4. Teacher licensure, certification, endorsements, and subject area expertise
5. Specialized training and experience
6. Student services and support
7. School improvement goals

1. Voluntary Transfers

A voluntary transfer shall be defined as a request from a bargaining unit member to be reassigned into any vacancy in the district for which the member is certified and which has been posted in accordance with Section H of this Article.

a. Any bargaining unit member shall have the right to initiate transfer by submitting a written request to the principal/Superintendent anytime during the school year.

b. if a bargaining unit member is voluntarily transferred to a different position, the member shall not lose any rights or benefits due to the transfer.

c. if the bargaining unit member is denied the transfer, he/she shall be given written reasons for the denial.

2. Involuntary Transfers

An involuntary transfer is defined as the reassignment of a bargaining unit member into a different grade level, subject matter, or building at the request of the administration.

a. An involuntary transfer for the following year will be made only to place staff members in positions to the best interest of the students enrolled in the school district. The administration will notify the affected teacher of the transfer and the written reason for such transfer within one (1) week of the decision.

b. Involuntary transfers will be made in an open and fair process. No bargaining unit member will be transferred because of involvement in Association activity, or for reasons of race, religion or political affiliation.

c. If an involuntary transfer must be made after the start of the school year, the affected teacher will be provided with two (2) weeks advance notice and a substitute will be secured for a period of time to be decided by the administration in consultation with the teacher, but shall be no less than three (3) work days.

The Administration shall attempt to make all involuntary transfers prior to August 1 of the involved year.

H. Position Vacancies

1. Posting

During the school year, a notice of any vacancies, if the Board decides to fill a particular position, and any newly created positions in certificated/licensed staff will be posted on the main bulletin board in the office and teachers' workroom in each building when the position is officially open. All positions will be posted for a period of five (5) school days before the position is filled. All postings shall include the following:

a. Position(s) available

b. Requirements for the position

c. Deadline for the application

d. Effective starting date

e. Date of posting

f. Salary

2. Summer Postings

During the summer months, teachers who have notified the Superintendent of a desire to be transferred (prior to the last day for teachers) will be notified by mail or E-mail of vacancies within their area of certification. The teacher will determine the means of notification. In addition, during the summer months notification of all vacancies shall be mailed to the Association President within one (1) week after the vacancy becomes officially open. All collateral vacancies after August 1 may be filled after a two (2) business day posting, via a website. Any website may be used so long as each teacher is notified in writing, prior to the end of each school year as to what website to watch for postings

on/after August 1 and prior to the first day of school for that school year. Teachers applying for the original vacancy will be considered.

3. Personnel with the Most Seniority Shall be Given Secondary Consideration for Openings

After consideration of what is in the best interests of students, in accordance with the provisions above, employees with the most seniority shall be given secondary consideration for openings. If not given the position, the teacher shall be given written reasons for the decision.

I. Seniority

1. Seniority Defined

a. Seniority shall be defined as continuous years of service to the district.

b. Seniority shall start from the date of the meeting in which the Board voted to employ and accept the bargaining unit member's contract. In cases where two (2) or more teachers are employed on the same day, seniority shall be determined by:

1). The date on which the teacher submitted a completed job application, and then by;
2). Total teaching experience as defined by STRS.

c. Approved unpaid leaves shall not interrupt seniority; however, seniority is suspended while a bargaining unit member is on an approved unpaid leave of absence and it does not continue to accrue during any such period.

d. Seniority Privileges of Continuing Contract Teachers

All teachers on continuing contract shall have seniority over teachers on limited contracts.

e. Multi-year Contract Does Not Affect Seniority

A teacher on a multi-year limited contract shall have no seniority over a teacher whose limited contract is of a lesser term.

2. Board to Provide Seniority List

The Association shall be provided a seniority list by no later than November 1 of each school year, if requested.

J. Length of Teacher Day

The bargaining unit member is to report fifteen (15) minutes prior to the time the bell rings to start the first class for students and shall remain on duty for ten (10) minutes after the bell rings to end school. This period of time shall not be used in calculating the teacher planning time. Teachers who have received previous approval from the building administration may leave their assignment early. Early dismissal shall not be granted to a teacher when the extra assignment is no longer dictated or needed.

K. Student Day

The instructional day will not exceed seven (7) hours.

L. Teacher Lunch Period

1. Duty-Free Lunch

The Board shall provide each teacher with a thirty (30) minute duty-free lunch period as required by law.

M. Teacher Planning Time

Each full-time teacher in grades K-12 shall have at least forty (40) consecutive minutes of planning time within a standard school day when students are present. The equivalent in time will be provided on a pro-rated basis for any teacher less than full-time.

Any teacher who is required to attend three (3) or more mandatory meetings during the teacher's planning time in one (1) work week shall be compensated at the rate of twenty-five dollars ($25) per planning time missed in excess of two (2) during the one (1) work week.

1. Use of Teacher as Substitute

It is the intention of this language that no teacher will be asked to serve as a substitute except in an emergency as determined by the principal. Teachers who are asked to serve as substitutes will receive twenty-five dollars ($25.00) for each class period (high school) or equivalent time period (elementary) for providing said service. Teachers who are asked to serve as substitutes in cross-categorical classrooms will receive forty dollars ($40.00) for each class period (high school) or equivalent time period (elementary) for providing said service.

N. Lesson Plans

Every teacher shall prepare lesson plans that give direction for instruction and implementation of the course of study. Such plans will be available upon request

of the appropriate administrator on an as needed basis.

0. Teacher - Pupil Ratio

It shall be the intent of the Board to maintain a teacher-pupil ratio at the best possible level to provide a good teaching-learning atmosphere. Teacher input will be used in the distribution and assignment of students to classes by the building principal.

P. Teacher Evaluation

The Association and Board agree to establish a standing joint Evaluation Policy Committee for the purpose of implementing OTES 2.0 as the teacher evaluation process. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

The evaluation committee will be comprised of the following: up to four (4) administrators and one (1) teacher each from the following academic areas: Pre-K – Grade 2; Grade 3 – Grade 6; Grade 7 – Grade 8; Grade 9 – Grade 12; Special Education; Specials (e.g. Art, Music, Physical Ed.).

Mission Statement

The purpose of evaluation is to enhance the professional development and growth of classroom teachers. To facilitate this professional development and growth, feedback will be provided to each teacher regarding his/her performance with consideration of identified measures of effective teaching. The focus of the evaluative process shall be the identification and daily use of effective, learner centered teaching practices.

1. The term "evaluation" is used to describe the process of evaluating each teacher's performance.

    a. Its purposes are as follows:

        1. to improve pupil instruction;
        2. to aid in objective self-analysis and reflection;
        3. to review district and building goals and to establish individual goals, when necessary, to improve performance which will support district and building goals;
        4. to indicate professional growth (i.e., graduate work, attendance at workshops/conferences, review of professional literature, etc.);
        5. to assist in defining professional development needs;
        6. to provide information for establishing contract status and licensure;

7. to provide teachers with an evaluation of their work by their evaluating administrators;
8. to assist the teacher in implementing the prescribed curriculum; and
9. to foster appropriate professional relationships and communication between teachers and evaluating administrators.

Notwithstanding the foregoing purposes, however, it is recognized that Administrative and Board decisions regarding contract status and advancement may be based on considerations other than those reflected in teacher evaluations.

b. For the purpose of this Article, the "evaluating administrator" shall be that person who is an OTES credentialed evaluator, meeting eligibility requirements under ORC 3319.11(D), holds a credential established by the Ohio Department of Education for Teacher Evaluation, has completed State-Sponsored evaluation training and has passed an online credentialing assessment, and shall not be an eligible bargaining unit member, and who is responsible for pinning the final evaluation. Only principals or other immediate supervisors shall perform the formal evaluation of teachers or perform the other functions of the "evaluating administrator" in the evaluation process.

c. The evaluating administrator may call upon other administrators and/or other personnel with supervisory responsibility to assist in the evaluation process.

<u>Definitions:</u>

1. Credentialed Evaluator: the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this Agreement, each teacher subject to evaluation will be evaluated by a person who:

   a. Meets the eligibility requirements under R.C. 3319.111(D); and

   b. Holds a credential established by the Ohio Department of Education ("ODE") for teacher evaluation; and

   c. Has completed State-sponsored evaluation training and has passed an online credentialing assessment.

2. Evaluation Procedure: the procedural requirements set forth in this Agreement to provide specificity to the statutory obligations established under Sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: the document created and approved by the Ohio Department of Education (ODE) for the evaluation of teachers developed under Section 3391.112 of the Ohio Revised Code.

4. Evaluation Factors: the multiple measures that are required by law under Section 3319.112 of the Ohio Revised Code to be used in the teacher evaluation procedure.

5. High Quality Student Data (HQSD): Locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments. HQSD may not include student learning objectives (SLOs) or shared attribution measures.

6. OTES: the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020 ("OTES 2.0"), or as otherwise modified by the State Board of Education.

7. Teacher: For purposes of this Agreement, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

   a. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

   b. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003;

   c. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006;

   d. A permit issued under R.C. 3319.301.

   Substitute teachers and teachers not meeting this definition are not subject to evaluation under this Article.

8. Teacher Performance: the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to a "4" indicating highest performance.

9. Final Evaluation Rating: the final, summative evaluation level that is assigned to a teacher based on holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be: Accomplished, Skilled, Developing, or

Ineffective.

10. Evaluation Cycle: the period of time for the completion of the evaluation procedure. The evaluation is completed when performance assessments are conducted for the current school year and the teacher is assigned a final, holistic rating.

11. Walk-Throughs: announced or unannounced, casual observations by an administrator that last from five (5) to thirty (30) minutes in which an evaluator may assess one (1) or more areas in the Teacher Performance Evaluation Rubric. Data gathered from the walkthrough will inform the final evaluation.

General Provisions & Process:

1. All teachers are to be evaluated at least once year, with the following exceptions:

   A. Those teachers who are under continuing contract and who receive a rating of "Accomplished" on their most recent full evaluation cycle shall be evaluated once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on the specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making growth/progress on that plan.

   B. Those teachers who are under continuing contract and who receive a rating of "Skilled" on their most recent full evaluation cycle shall be evaluated once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making growth/progress on that plan.

      i. In any year in which a teacher who has not been subject to a full evaluation cycle as a result of the application of the provisions in sections A and B above, the teacher will still be formally observed by a credentialed evaluator at least once during the school year and at least one (1) conference shall be held between the credentialed evaluator and the teacher to discuss the observation, which discussion shall include a discussion of growth/progress on the teacher's professional growth plan.

2. All formal evaluations shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation by the tenth day of May.

3. In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

4. All formal evaluations shall be followed within five (5) school days by a conference between the evaluator and the teacher to discuss the evaluation. Teachers shall

be given a copy of the formal evaluation document the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been reviewed by the teacher.

5. Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs by the evaluator.

   a. The first formal observation will be a holistic observation where the evaluator assess all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

   b. The second and subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement.

   c. Feedback from a walkthrough shall be provided after the walkthrough. The teacher may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

6. A teacher new to the district or any teacher on a limited contract who is under consideration for renewal/nonrewnewal shall receive at least three (3) formal observations in addition to period (at least two [2]) classroom walkthroughs unless the Superintendent waives the third observation.

7. Formal observations will be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work to be observed. If a scheduled formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. Formal observations will be followed by a conference between the evaluator and the teacher that will occur no less than ten (10) school days after the formal observation in order to discuss performance, practices, and expectations; and to review and align such with the teacher's professional growth or improvement plan. Teachers may present additional evidence for the evaluators to consider when determining their Summative Rating, so long as such evidence is submitted to the evaluator by no later than April 25.

8. Teachers in Final Year of Limited or Limited Probationary Contract: at least three (3) formal observations of each employee who is in the final year of a limited or limited probationary contract shall be conducted if the employee is under consideration for contract renewal/non-renewal.

9. Teacher Rated as "Ineffective" on Two (2) Observations or Teacher Rated as "Developing" on One (1) Observation: a third observation will be conducted during the second semester of each employee who is rated as "ineffective" on

two (2) observations or "developing" on one (1) observation. The purpose of the third observation is to determine if improvements in the employee's performance have been made.

Evaluation Rating:

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education. For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees and which are incorporated herein by reference:

1. Accomplished;

2. Skilled;

3. Developing;

4. Ineffective.

Board may elect not to evaluate the following:

1. A teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

2. A teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Each completed final evaluation cycle shall result in the assignment of one of the following final evaluation ratings to each teacher: Accomplished, Skilled, Developing or Ineffective. Ratings will be assigned and be based upon evidence, including evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator, assessed in a holistic manner, that is aligned to the Ohio Professional Educator Standards.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the ODE and the teacher will confirm receipt of same.

1. Effect of Final Holistic Evaluation Rating

a. Teachers receiving a final holistic rating of Accomplished must independently develop a professional growth plan;

b. Teachers receiving a final holistic rating of Skilled must develop a professional growth plan collaboratively with their evaluator;

c. Teachers receiving a final holistic rating of Developing must develop a professional growth plan guided by their evaluator;

d. Teachers receiving a final holistic rating of Ineffective will be placed on an improvement plan assigned by their evaluator who is assigned by the Superintendent. The PIP shall be created by September 15 of the following school year.

i. A professional improvement plan is a detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective.

ii. A professional improvement plan shall include:

A. Up to five (5) specific performance expectations, resources and assistance to be provided, in the form of SMART Goals when applicable;

B. timelines for its completion;

C. collaboration with the evaluator/ administrator; and

D. Goals will only directly correlate to the areas of the performance rubric that show deficiencies. Deficiency is defined as "ineffective" on the specific performance area.

e. District administration has the discretion to place any teacher on a PIP at any time based on any individual deficiency exhibited in a formal observation.

f. For any teacher new to the profession or new to the District, that teacher will develop a professional growth plan collaboratively with his/her credentialed evaluator.

HIGH QUALITY STUDENT DATA (HQSD)

Each evaluation shall contain at least two (2) measures of high quality student data (HQSD). The teacher will select student data that will be used in consultation with the evaluator and will provide evidence that demonstrates the teacher has used the data in accordance with this Agreement and with Board policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

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.

A. HQSD shall meet the following criteria:

a. Aligns to learning standards;
b. Measures what is intended to be measured;
c. Is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught;
d. Demonstrates evidence of student learning (achievement and/or growth);
e. Follows protocol for administration and scoring;
f. Provides trustworthy results; and
g. Is fair and unbiased.

B. Teachers must provide evidence to their evaluator which demonstrates that they have used HQSD in the following ways:

a. Critically analyze and reflect upon results to support improvement and enhancement of student learning;
b. Assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in the class;
c. Inform and adapt instruction to meet student needs; and
d. Measure student learning achievement and growth, as well as progress toward achieving state and local standards.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

a. Knowledge of the students to whom the teacher provides instruction;
b. The teacher's use of differentiated instruction practices;
c. Assessment of student learning;
d. The use of assessment data;
e. Professional responsibility and growth.

D. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

<u>School Counselors</u>

Will be evaluated using the Ohio School Counselor Evaluation System. All timelines appearing in Section P shall apply to school counselor evaluation.

<u>Effect of Ratings:</u>

1. School counselors receiving a final summative rating of "Accomplished" will develop a professional growth plan.
2. School counselors receiving a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
3. School counselors receiving a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator and a building administrator must approve the plan.

4. Effect of Ineffective Rating — School counselors receiving a summative rating of Ineffective will be placed on a professional improvement plan. The school counselor will develop the Improvement Plan with their evaluating administrator. The improvement plan will be developed no later than September 15 of the following school year. The PIP will consist of:

    a. Up to five (5) specific performance expectations, resources and assistance to be provided, in the form of SMART Goals when applicable;

    b. Timelines for its completion;

    c. Collaboration with evaluator/administrator;

    d. Goals will only directly correlate to the areas of the performance rubric that show deficiencies. Deficiency is defined as "ineffective" on the specific performance area.

Other Applicable Provisions:

a. The teacher and evaluating administrator may mutually agree to call upon specialists and/or supervisors and/or peers for assistance in improving the teacher's performance.

b. Notwithstanding any other provision of the Agreement, the content of any evaluation shall not be the subject of any grievance.

c. Building surveillance video shall not be used as a substitute for classroom observation or in connection with the formal evaluation of teachers.

d. Copies of evaluations and observations shall be submitted to Superintendent for inclusion in the teacher's personnel file.

e. For teachers who tender notice of retirement and for whom the Board formally acts to accept same prior to December 1 of the school year in which the teacher intends to retire, the administration may choose not to evaluate said teachers under terms and conditions as stated in this Article.

f. The parties agree that SGM data will not be used solely in making employment decisions for 2017-2018, 2018-2019, or 2019-2020.

All other components of the student growth measure, application thereof, and all other components of the teacher evaluations process remain in full force and effect.

Q. Progressive Discipline

1. Progressive Discipline Process

The administration may take Progressive Disciplinary action against any teacher for violations of, or failure to comply with, any provisions of this contract, rules and regulations adopted by the Board, or administrative rules, guidelines, or practices. It shall be the administrator's decision at which step to begin, dependent upon the nature and magnitude of the conduct bringing about the discipline. The parties may request representation at any Step. If the discipline originates at Section Q, 1, d, a hearing shall take place within five (5) school/business days from the notification of the suspension. No discipline shall be given without good and just cause which is appropriate for each level of discipline. Progressive Discipline includes the following steps.

a. Verbal Warning

A verbal warning of the improper act will be given to the teacher and a conference with the principal will be held. A warning shall be given in private. It is expected that most cases will be disposed of at this step. Such verbal warning shall not be recorded in the employee's personnel file.

b. Written Warning

A written warning signed and dated by the principal shall be given to the teacher with a copy forwarded to the Superintendent. The written warning shall be signed and dated by the teacher; such signature indicating the teacher has seen the warning, not necessarily agreeing with the content. A copy of an initialed written warning may be placed in the teacher's personnel file. The teacher or administrator may request a conference to discuss the written warning.

c. Discipline on Letterhead

A letterhead letter of discipline signed and dated by the administrator must be placed in the teacher's personnel file. Within five (5) working days of issuance of a letterhead letter of discipline, a conference shall be held with the teacher, principal, Superintendent and Association representative.

d. Nature of Discipline May By-pass Steps
Depending upon the nature and magnitude of the conduct bringing about the discipline, the Superintendent may recommend to the Board that the teacher be suspended without pay for up to five (5) contract days.

2. Right of Employee to File Grievance

If a member feels he/she has been unjustly disciplined, he/she may file a grievance, and, should the member be supported in his/her position, all

records of such discipline shall be removed from all personnel and anecdotal records and the teacher will be made financially whole.

3. Grievance to be Filed at Step Three

To expedite the grievance, the grievance will be initiated at the third step of the grievance procedure.

a. Serious Infractions Can Lead to Termination

If the infraction set forth in paragraph Article 6, Q. 1, Progressive Discipline Process, is of a very serious nature, the teacher may be suspended/terminated, subject to applicable provisions of this Article.

4. Board's Right to Terminate if Infraction of a Serious Nature

Nothing herein shall preclude the Board from instituting contract termination proceedings pursuant to 3319.16 and 3319.161 of the Ohio Revised Code at any time for any misconduct of a teacher when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

5. Mutual Acceptance to Extend Time Lines

Under extenuating circumstances the parties may mutually agree to extend the time line.

R. General Staff Meetings

General staff meetings called by the administrative personnel shall be limited to not more than one (1), one hour and fifteen minute session per month. Additional staff meetings may be called by mutual consent of the building principal and the building representative. Emergency meetings may be called by the administration as necessary for unforeseen events. Every attempt shall be made to give an agenda to all teachers at least one (1) day prior to the meeting to insure effective input.

S. Tobacco Free Workplace

The Board of Education is committed to providing students, staff, and visitors with a tobacco-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a tobacco-free environment is consistent with the role-modeling responsibilities of teachers and staff to our students.

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and other lighted smoking devices for burning tobacco or any other

plant.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board does not condone the use of tobacco, the Board prohibits the use of tobacco by professional staff members at all times within any enclosed facility owned or leased or contracted for by the Board, and in areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to school grounds and any school-related event, except in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

T. Alcohol/Drug-Free Workplace

1. Board to Provide Drug Free Workplace

The Board will provide an alcohol/drug-free workplace as per the Drug-Free Workplace Act of 1988 and the Drug-Free School and Communities Act Amendments of 1989.

2. Drugs Prohibited by Employees

No employee of the Southeastern Local School District engaged in work, or while in the workplace, shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphet-amine, barbiturate, marijuana, or any other controlled substance, including alcohol, as defined by federal and state law.

3. Workplace Defined

"Workplace" is defined to mean the site for the performance of work done in connection with Southeastern Schools. The workplace includes any school buildings, school property, school owned vehicles or school approved vehicle used to transport students to and from school or school activities; off school property during any school sponsored or school related activity, event, or function such as field trips or athletic events where students are under the jurisdiction of the school district.

4. Board's Obligation to Assist Employee or Employee's Family

The Board feels an obligation to help an employee or an employee's immediate family who has a drug and/or alcohol problem. The employee assistance program, however, will be limited to the extent of the school's insurance carrier.

5. Responsibility of Employee to Notify Administration

An employee shall notify his/her supervisor of his/her conviction of any

criminal drug statute for a violation occurring in the workplace, as defined above, not later than five (5) days after such conviction.

6. Confidentiality Assured

The Board understands that confidentiality in dealing with an employee's drug and/or alcohol problem is significant to the overall effectiveness of that employee. Therefore, all attempts to guarantee confidentiality will be pursued.

7. Employee Violation Requires Participation in Rehabilitation

An employee who violates the terms of this policy shall participate in a drug abuse assistance, counseling, or rehabilitation program approved by the Board. If the employee fails to participate in such a program, the employee may be disciplined up to and including termination. The Superintendent has the authority to suspend with or without pay. The Board has the authority to terminate an employee following termination proceedings as outlined in Section 3319.16 of the O.R.C.

8. Drug Testing

All employees are subject to drug testing either upon reasonable suspicion of substance abuse or after an accident as authorized by O.A.C. 4123-1758.

U. Employee Assistance Program (EAP)

1. Responsibility of Board to Establish an EAP

The Board recognizes that the abuse of mood-altering chemicals (drugs/alcohol) by employees may affect job performance and may indicate a primary medical problem: Chemical dependency, treatable illness. The Board therefore establishes an Employee Assistance Program (EAP) to assist employees in receiving appropriate help.

2. EAP to be Voluntary

The EAP shall be voluntary for and available to all employees and shall promote awareness, prevention, intervention, and referral to evaluation/treatment services. Although evaluation and treatment are basically the responsibility of the individual, many treatment services may be fully or partially covered by group medical insurance of the Agreement between the Association and Board. Participation by an employee in the EAP will not jeopardize job security or promotion. However, if the employee fails to respond to treatment and job performance continues to be significantly affected, disciplinary action will be implemented.

3. Superintendent Responsible to Maintain Program

The Superintendent is authorized to take actions necessary to establish, maintain, and evaluate the EAP.

4. Employee Process to Participate in Program

Employees may obtain professional assistance through the EAP in one of the following ways:

a. Self-Referral (including family referral)
b. Supervisor or Administrative Referral

5. Procedures for Each Referral Program

The following procedures are designed to facilitate each of these types of referral to the program:

a. Self-Referral

1) An employee or member of an employee's family who desires confidential assistance for a personal problem should call the EAP representative.

2). The EAP representative will either provide the necessary assistance on the telephone or will arrange to see the individual for further confidential consultation.

3). All communication between the employee and the EAP representative will be held in the strictest confidence unless the employee requests in writing that the other parties be notified. The employer will in no way require the reporting of names of self-referred employees or family members.

b. Supervisory or Administrative Referral

1). Supervisor/Administrator Basis for Referral

The basis of a referral to the EAP by a supervisor or administrator must be:

a). decline in the employee's work performance; or

b). a series of particular on-the-job incidents which indicates the possible presence of a chemical

i). a flagrant incident which indicates the possible presence of a chemical.

c). Information of Employee to be Sent to EAP - The administrator or supervisor may call the EAP representative to discuss the basis of the referral. The supervisor should make available to the EAP representative all information relevant to the employee's performance problem.

d). The administrator or supervisor should have a meeting with the employee to discuss the performance problem and the possible disciplinary action that could be assessed if the situation continues.

e). After the employee has been confronted, the supervisor should advise him or her of the availability of confidential professional assistance for any work- hampering personal problem, and strongly encourage the employee to obtain an appointment with the EAP representative. Though the final decision to use the program must be left up to the employee, the supervisor should emphasize the importance of the EAP.

V. School Calendar

1. Calendar For Instructional Staff

The calendar for instructional staff will not exceed one thousand three hundred sixty-four hours (1,364) professional contract hours which include:

a. A maximum of one thousand three hundred nineteen hours (1,319) of instruction.

b. For the 2026-2027 contract year, four (4) teacher workdays:

1). Two (2) days prior to the students' first day of the school year the teacher will be allotted seven (7) hours of uninterrupted time spread over the two day period.

2). One (1) uninterrupted teacher workday at the semester change, and

3). One (1) uninterrupted teacher workday after the students' last day.

c. Effective with the 2027-2028 contract year, five (5) teacher workdays:

1) One (1) day prior to the students’ first day of the school year the

teacher will be allotted seven (7) hours of uninterrupted time;

2) Three (3) uninterrupted teacher workdays at the quarter change; and

3) One (1) uninterrupted teacher workday after the students' last day.

d. Two (2) parent/teacher conference days.

e. Professional days may be scheduled per school year.

2. Professional Development Days

a. For grades K - 12, up to six full days per year for professional development purposes identified by administration, with teacher input, shall be scheduled on the annual school calendar.

Professional development time may include dedicated time for team meetings and related work, e.g. IEP, RTI, drafting, vertical/department and grade level meetings, if feasible.

b. For implementation purposes, the Superintendent and the Association will identify these dates prior to September 1 of each school year.

3. Annual School Calendar/Meeting of Association With Superintendent

The Superintendent agrees to involve Association representatives in preparing a recommendation for the annual school calendar, including make-up days, before presentation to the Board for final adoption. The Association shall be notified at least twenty (20) days prior to the recommendation of the calendar to the Board.

W. Parental Complaint Procedure

1. Process to be Followed

The Association and Board recognize that situations may arise in the operation of the school system which are of concern to parents or the public. Such concerns are best dealt with through communication with the appropriate staff members and administrators.

a. Parent to Make Every Effort to Meet With Teacher

Every effort should be taken to establish contact between the teacher, pupil, parent, and principal to deal with concerns on an informal basis.

b. Board Should Refer Concerns to Appropriate Administrator
The Board should refer concerns, questions, and complaints to the appropriate administrative level for resolution.

2. Guidelines of Complaint Process

The following guidelines will be followed by persons with concerns, questions, or complaints.

a. INFORMAL:

1). Conference

Every effort should be taken to establish contact (conference) between the member, pupil, parent, and principal before using the more formal approach listed below.

2). Written Complaint

The complaint should be presented to the certificated/licensed staff member in writing within three (3) days from the date of the alleged infraction. If not, the complaint may be ruled null and void. The administrator has complete discretion in handling this matter.

b. FORMAL:

1). Responsibility of Administration to Follow Process

The administration shall make every effort to adhere to the following procedure in resolving parental complaints:

2). Principal Level

If the conference above does not lead to an understanding and/or resolution of the problem, the complainant may pursue further action by requesting a meeting involving the member, the principal, and the complainant arranged at a mutually convenient time to discuss the complaint.

3). Superintendent Level

If the complaint remains unresolved, it may be appealed by the complaining party to the Superintendent.

4). Board Level

If the complaint remains unresolved, it may be appealed by the complaining party to the Board.

3. Representation

In each of the steps mentioned above, a member may request and be accompanied by an Association Representative.

X. Teacher/Principal Liaison

1. Selection Process For Teacher Representatives

By October 1 of each school year, the teaching staff of each building will elect a Liaison Committee which will meet with the principal once every quarter if needed during the regular school year to review and discuss building issues and concerns. Said Liaison Committee will consist of at least three (3) members in the elementary and three (3) members in the high school. Meetings will be limited to one (1) hour and will be held outside the workday.

2. Stipend for Teacher/Principal Liaison

Association members serving on liaison committee will be paid a stipend equal to $50 per meeting.

3. Third Quarter Meeting

The third quarter meeting each contract year will be dedicated to discussing student behavior, student discipline, and student handbook provisions as lookback and planning for the following school year. The Superintendent shall attend the third quarter meeting each contract year.

Y. Association/Superintendent Liaison

1. Selection of Committee

By November 1 of each year, an Association/Superintendent Liaison Committee shall be established to facilitate communication between the Association and the Superintendent. The purpose of this Committee is to discuss district-wide issues and concerns arising within the district. Its purpose is to provide a forum for communications regarding concerns

pertaining to the smooth functioning of the educational system.

2. Committee Representation and Meeting Requirements

The Committee will consist of the Association President, one (1) Association representative per building, an administrative appointee of the Superintendent, and the Superintendent. The Committee shall meet once every quarter if needed and shall meet outside the workday.

3. Stipend for Teacher/Superintendent Liaison

Association members serving on the liaison committee will be paid a stipend equal to $50 per meeting.

Z. Local Professional Development Committee

Pursuant to R.C. 3319.22 and O.A.C. 3301-24 (Teacher Licensure Law and Regulations), a Local Professional Development Committee (LPDC) shall be formed to establish and review professional standard plans composed of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit.

1. Teacher and Superintendent Representation on LPDC

The LPDC shall have up to five (5) teacher members appointed by the Association President but only three (3) will receive pay and four (4) administrators appointed by the Superintendent but only two (2) will receive pay. When teacher plans are reviewed, three (3) teacher members shall attend and three (3) teacher signatures are required for approval. When administrator plans are reviewed, two (2) teacher and three (3) administrator signatures are required for approval.

2. Pay for Teacher Members

There shall be two LPDC chairperson positions: one for Miami view Elementary School and one for Southeastern Junior/Senior High School. Each LPDC chair will be paid an annual stipend in the amount of $1,200. In order to receive pay for the annual stipend, each LPDC chair shall submit a supplemental pay voucher to the Treasurer's Office. All other LPDC members will be paid $50 per meeting he/she attends. Teacher members of the LPDC are required to complete sign-in sheets for all meetings attended. Sign-in sheets will be submitted by the LPDC Secretary to the Treasurer's office for payment to be issued. Each payment is to be made in the subsequent pay period.

3. Appeals Process Established by LPDC

The LPDC shall be responsible for establishing an appeals process.

4. Meetings to be Held Outside Workday

The LPDC is expected to establish meeting times outside of the workday for performance of committee duties.

AA. Resident Educator

1. Overview

The Resident Educator Program is a support program designed to provide for the needs of an individual in the first year of employment with a teaching contract. A mentor's purpose is to provide professional support, encouragement, and to enhance the skills of the Resident Educator.

2. Mentor Does Not Evaluate

The mentor teacher shall not have any responsibilities of evaluation of the Resident Educator. Mentors shall communicate directly with the Resident Educator. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator nor make any recommendations regarding the continued employment of a Resident Educator.

3. Identification and Assignment of Mentors

a. Currently employed fulltime by the Board of Education with three (3) consecutive years of successful teaching.

b. Possess knowledge, skills, attitudes, and values deemed essential for becoming an effective mentor.

c. Exhibit professionalism and a positive attitude towards the school system and its philosophy, goals, and objectives.

d. Mentor and Resident Educator should have the same or closely related teaching certificate/license.

e. Building principal will select mentors with consideration given to the above criteria along with completion of Pathwise Training, grade level assignments, and seniority.

4. Positions Shall Be Posted

All positions of a mentor teacher shall be posted. Application Forms may be obtained from building principals.

5. Timeline Guidelines

a. Final documentation of Entry-Year Teacher and Mentor

activities are to be submitted when practical.

6. Mentor Stipend

The mentor teacher shall be compensated at the rate of $500 for one (1) Resident Educator Teacher or $1,000 for two (2) or more Resident Educator Teachers per year.

7. Program to Exist Year to Year Basis

This program and filling of the positions exist on a year to year basis at the discretion of the Board.

8. Teacher Participation Not Mandatory

No bargaining unit member shall be directed to participate in the program for the duration of the Contract.

AB. Technology Training

1. Participation is not Mandatory

No bargaining unit member shall be required to participate in the technology training outside the work day.

2. Classroom Maintenance

All teachers also agree to utilize technology when appropriate in instructional areas.

3. Pay for Summer Training

In the event training occurs during summer months, bargaining unit members will be compensated for the required training at a rate of eighteen ($18) dollars per hour.

AC. Teachers to Communicate With Parents

All teachers will communicate with parents of every student in writing, by phone, or in person at least once each nine (9) week grading period.

AD. Saturday/Evening Detention

All teachers who agree to perform duties for Saturday/Evening Detention will be paid at the rate of $18.00 per hour.

AE. PBIS Committee

A PBIS Committee will be established annually with teacher members selected by the Superintendent/designee. Membership qualifications for PBIS Committee will be based at least in part on prior specific training in the PBIS model and/or prior experience serving on a PBIS committee in a school district. There will be no more than five (5) teacher members per building on the PBIS Committee.

Teachers who participate on the PBIS Committee will be paid $50 per PBIS Committee meeting attended, not to exceed a total of ten (10) meetings per year. Teachers serving on the PBIS Committee are required to compete sign-in sheets for all meetings attended. Sign-in sheets will be submitted by the Principal/designee to the Treasurer's office for payment to be issued. Each payment is to be made in the subsequent pay period.

The PBIS Committee will assist with planning annual training for all staff in the District on PBIS.

ARTICLE SEVEN - REDUCTION IN FORCE

A. Reduction in Number of Teachers

1. When the board decides that it will be necessary to reduce the number of teachers it employs, it may make a reasonable reduction based upon return to duty of regular teachers after leaves of absence including leaves provided pursuant to division (B) of section 3314.10 of the Revised Code, suspension of schools, territorial changes affecting the district or center, financial reasons or decreased enrollment of pupils in the district;

2. In making any such reduction, the board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, prepare a reduction in force list, taking into account first teacher licensure and contract status; then teacher performance as the primary consideration, then seniority as secondary consideration. The parties agree to meet to discuss the terms of a Memorandum of Understanding to further define tie-breakers in performance based within the OTES model.

a. Mechanics:

i. Rehired-retired teachers will be the first suspended. Non-tenured teachers holding temporary certification will be the next one(s) suspended.

ii. Fully certificated limited contract teachers shall be the next one (s) suspended, with placement on the RIF list determined based upon individual teacher performance as evidenced by the most recent results of the teacher evaluation process in accordance with this Agreement. In the event two (2) or more teachers still have equal measurement, then the determination will be made based upon seniority.

iii. Continuing contract teachers shall be the last person(s) suspended, with placement on the RIF list determined based upon individual teacher performance as evidenced by the most recent results of the teacher evaluation process in accordance with this Agreement. In the event two (2) or more teachers still have equal measurement, then the determination will be made based upon seniority.

3. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

B. Notice to Association

1. The Administration will notify the Association in writing of its need to make a reasonable reduction of staff at least thirty (30) calendar days prior to such reduction.

2. Furthermore, the Board agrees to notify the Association leadership in writing, at least fourteen (14) calendar days prior to any Board action regarding an intent to enact a Reduction in Force.

3. All teachers placed on the RIF list will be so advised in writing from the Superintendent, with a copy(ies) to the Association President, seven (7) calendar days prior to the Board meeting.

C. Procedures for Reduction in Staff

Procedures for reduction in staff shall be as follows:

1. Seniority shall be as Defined in Article Six - Working Conditions

2. List to be established

A seniority list shall be established for each teaching field and shall be included with any notice of RIF to the Association.

a). **Definition of Teaching Field**

A teaching field shall be defined as those grade levels/academic systems which can be taught within a type of certificate/license held by the teacher as issued by the State Department of Education.

3. Teacher to Notify Board if Employed Elsewhere

Teachers placed on the RIF list shall notify the Board if suitable employment is found elsewhere.

4. RIF'd Teachers' Rights

All teachers who are notified that they are placed on the RIF list will have the following rights:

a. To review his/her seniority and certification records with representation of his/her choice.

b. To be placed on the district's substitute list at the teacher's discretion.

c. To be notified and offered all vacancies which may occur or new positions which may be created for which the teacher is certified/licensed and qualified. Failure to accept or reject such appointment within five (5) calendar days shall constitute a rejection of such appointment.

d. To be continued on the RIF list for a period of two (2) years.

e. To continue to participate, at teacher's expense, in group insurance programs without interruption in benefits, to the extent authorized by the insurance carrier.

5. Teacher Rejection Automatic Removal From List

Any teacher who twice rejects an appointment to fill a position shall be removed from the RIF list.

a. Removal from the RIF list

Any teacher on the RIF list who voluntarily resigns or accepts another full-time teaching position shall be removed from the RIF list.

6. Qualified Teachers Offered Position Before New Hires

No teacher new to the system shall be hired while a qualified teacher remains on the RIF list.

7. Teachers on List Must Keep Personal Information Current

All teachers on the RIF list are obligated to keep the Board informed of current address and telephone numbers.

8. RIF Suspends all Contracts of Teacher

The suspension of a teacher's regular teaching contract shall thereupon suspend any supplemental contract held by such teacher.

9. Board Must Use Non-Renewal Process

Nothing herein shall restrict the authority of the Board to non-renew the limited contract of a teacher in accordance with law and the provisions of this Contract.

ARTICLE EIGHT - LEAVES OF ABSENCE

A. Sick Leave

1. Minimum Use

Not less than one-half (1/2) day will be taken at any one time for sick leave.

2. Maximum Annual Accumulation

a. For the duration of this Contract, each bargaining unit member shall be permitted to accumulate up to:

Two hundred and sixty-five 265 days of sick leave.

For bargaining unit members who have accumulated the maximum of 265 days of sick leave, and who need to use sick leave during the school year in which they have reached the maximum 265 days accumulation, any amount of sick leave used will first be deducted from the amount of sick leave days the bargaining unit member would have accumulated for the school year in accordance with the provisions of subsection b., below, before any amount of sick leave days used are deducted from the maximum 265 days accumulation.

b. Accumulation Each School Year

Sick leave shall accumulate at one and one-fourth (1-1/4) days per month with a total of fifteen (15) days per year pro-rated for less than full-time.

3. Reasons for Use of Sick Leave

Employees may use sick leave for absence due to illness, injury, exposure to contagious disease, medical appointments, and for illness or death in the employee's immediate family.

a. "Immediate Family Defined"
Immediate family is defined as spouse, children, step-children, brothers, sisters, fathers, mothers, step-parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, and any other person living in the same household as the professional staff member.

b. Bereavement Leave. All full-time contracted teachers shall be granted up to two (2) days per contract year (July 1 through June 30), not deductible from sick leave, for bereavement involving death in the teacher's immediate family.

Any additional days will be deductible from other leave categories (personal leave or sick leave).

4. Use of Sick Leave Approved by Superintendent

Employees may use sick leave upon the approval of the Superintendent or other administrative personnel designated by the Superintendent. Personal leave may be granted by the Superintendent in the event of critical illness or death of other close relatives.

5. Advancement of Sick Leave

If a bargaining unit member is absent for reasons covered by sick leave, but does not have adequate accumulated sick leave balance to cover the absence, then the bargaining unit member will be advanced up to five (5) sick leave days to cover the absence. This advance will only be made one time during a bargaining unit member's term of employment with the district. The number of sick leave days advanced under this section will be debited against actual sick leave earned per section 2b., above. If employee leaves employment with District with a negative sick leave balance, they are responsible to reimburse the District in full for deficit days through final payroll reconciliation.

6. Use of Leave During Calamity Days

In the event schools are closed because of an emergency, the employee will not be charged a sick leave day.

7. Consecutive Absences

After five (5) consecutive school days of absence, a physician's statement of necessity shall be required, and the statement shall include the reason for the absence so that the Superintendent can determine if the reason for the absence may also qualify under the Family Medical Leave Act (see Section F, below). More than five (5) consecutive school days of absence without a physician's statement of necessity shall be cause for disciplinary action.

8. Use of Sick Leave for Bereavement

Use of sick leave for bereavement purposes will be capped at five (5) days per occurrence, except as otherwise provided in Section 7 above.

B. Personal Leave

1. Purpose of Leave

Personal Leave shall be granted for the purpose of conducting necessary personal business which cannot be conducted after the

normal school hours or on weekends. Personal leave shall not be used for other employment.

2. Number of Days of Use

Upon request, each employee may be granted up to three (3) days of such leave per year or prorated according to number of work days in total contract. Not less than one-half (1/2) day will be taken at any one time. All days shall be unrestricted unless used during the first two weeks of the school year or the last four weeks of the school year.

3. Unused Leave Rollover

Any employee who has remaining personal leave days at the conclusion of the school year will receive cash payment at one hundred dollars ($100) per full unused day for up to three (3) unused days. Payment will be made in the last payroll of the contract year (i.e. second pay in August).

4. Use of Leave

Personal Leave shall not be blatantly used. Employees are strongly cautioned to use Personal Leave with considered discretion, particularly with regard to public perception. Abuse of this provision hurts all employees and could result in the loss of the privilege as determined by administration and SELEA.

5. Limitations on Leave

a. No more than three (3) teachers assigned to a building, or ten percent (10%) of the teachers assigned to a building, whichever is greater, shall be on personal leave from any building per day. Personal leave shall not be used for other employment.

b. Personal Leave shall not be used on the following days unless approved by the Superintendent:

1). The first and last work and student days of school

2). The school day preceding or following a day(s) when school is closed for the holidays.

3). Professional conference, in-service, or parent conference days.

c. During the first two weeks and the last four weeks of the school year, any use of personal leave is restricted to the following reasons:

1). Family Responsibility such as:

Wedding
Graduation
Transportation of a family member
Child-care non-illness
Moving
Religious holiday

2). Legal Matters such as:

Court cases
Witness at a trial or court hearing
Meeting with a lawyer
Purchase or settlement of an estate

3). Unforeseen Emergencies such as:

Funerals not covered by sick leave

6. Advance Notice of Use of Leave

The employee, when possible, shall submit the request forty-eight (48) hours before such leave. The District will notify the employee of whether the leave is approved within twenty-four (24) hours of the leave request unless the request is made fewer than twenty-four hours prior to the requested leave. Once approved, the District shall not rescind the requested leave.

7. Notification of Leave

Application for use of the three (3) days of personal leave shall be made in advance using the kiosk; however no reason(s) will have to be given for the use of the unrestricted personal leave days.

8. School Closings

In the event schools are closed during a regular workday, the employee shall not be charged for the use of a personal leave day.

C. Professional Leave

1. All requests to be absent from school for professional meetings will be made to the principal in writing through the kiosk fifteen (15) days in advance.

2. All requests shall be approved or denied by the local superintendent after recommendation by the building principal.

3. Absence will be limited to two (2) days per occurrence.

4. Expenses for approved visitation or attendance at professional meetings shall be in accordance with Board approved guidelines.

5. State-required conferences shall be considered professional leave.

6. State-required coaching conferences/ clinics shall be considered professional leave for teachers who are varsity head coaches only, limited to one per year, per supplemental contract.

7. Instructional staff may be permitted to attend at least one (1) professional development activity outside the district per school year.

D. Assault Leave

1. Leave Exclusive of Sick Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant Assault Leave to covered employees absent due to injury resulting from assault under the following conditions:

a. Right of Use of Leave

Any certificated/licensed teacher who must be absent from his/her duties due to injury resulting from an unprovoked assault in the course of and arising out of the teacher's employment, while teaching or at school-related activities, on or off school premises before, during, or after school hours, will be paid his/her full scheduled compensation for a maximum period of ten (10) days. Supplemental duty compensation shall be included only if supplemental duty contractual obligations have been met or are in the process of being met. On the work day that any assault occurs, regardless of injury, a teacher may choose to use assault leave for the remainder of the school day only. Any additional assault leave shall be handled in accordance with the established approved process in this Section D.

b. Disability Required if Permanently Disabled

If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence defined in this provision, shall be termed "assault leave".

c. Proper Completion of Form is Requirement For Use of Leave

Before assault leave can be approved, the teacher shall furnish

to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault including the location and time of the assault, name and address of victims, and witnesses. The teacher shall also furnish to the Superintendent a statement of the nature of the injury/injuries and its/their duration which has been signed by a licensed physician. Actual leave must also be requested through the kiosk.

d. Leave Not to be Counted Against Any Other Form of Leave

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or accumulated by the teacher or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.

e. Leave to be Taken in Affected School Year

The assault leave must be applied for and taken during the same school year of the occurrence of the assault.

E. Sabbatical Leave

1. Leave Applies Only to Professional Leave

This leave policy pertains only to professional leave; that is, returning to school for additional or advanced training.

2. Five (5) Year Service Requirement

No leave will be granted to any certificated/licensed employee who has not completed five (5) years of service in the Southeastern Local School District.

3. Time Limits For Making Request

Upon the written request of the teacher, and submission through the kiosk, the Superintendent and Board may grant a leave of absence for professional leave. The request must be made prior to April 1 for it to be considered for the next school year. Request shall be in writing to the Superintendent and shall also be made through the kiosk. Request may be for one or two semesters if in the same school year.

4. Prior Submission and Approval of Plan

A plan of training must be submitted with the request. This plan must outline course work and goals that are to be achieved. This plan must

relate to the employee's position and/or for further education to acquire additional certificated/licensed areas that are needed in the district. The plan submitted must be followed and any changes in the plan must be approved by the Superintendent prior to those changes being implemented. Failure to follow this guideline will result in the leave being cancelled and all guarantees granted in the leave being eliminated.

5. Number of Employees Using Leave

No more than one employee may be on sabbatical leave at any given time.

6. Employees Right to Purchase Insurances

The employees' insurances [health, life, vision and dental] can be paid by the employee to the Board, through the Board Treasurer, and the Board will keep their insurance current at no direct cost to the Board. If the employee is late in making any payment to the Board Treasurer, the Board will not make the payment for the employee. This is subject to the approval of the different insuring companies.

7. Teacher to Return to District After Leave

The teacher is required to return to teach at Southeastern at the end of the leave for a period of at least one (1) year. The employee is guaranteed a position on his/her return from leave, but not necessarily the same position or the same building that he/she held or was assigned to prior to the leave.

F. Family Medical Leave Act

All bargaining unit members who qualify shall be entitled to a leave of absence under the Family Medical Leave Act (FMLA). Bargaining unit members are required to notify the Superintendent thirty (30) days in advance of the need to take FMLA leave when the need is foreseeable and such notice if practicable. If leave is foreseeable less than thirty (30) days in advance, the staff member must provide notice as soon as practicable when the need for leave will extend beyond ten (10) consecutive days. When the need for leave is not foreseeable the staff member must provide notice as soon as practicable but by no later than the fifth consecutive school day missed using sick leave (see Section A7, above). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which an employee is entitled under the FMLA shall run concurrently with existing paid leave benefits.

G. Kiosk

All appropriate forms of leave must be documented by the employee through the kiosk. Failure to do so may result in corrective or disciplinary action pursuant to Article 6, Section Q of this Agreement so long as the employee has received at least one (1) verbal and one (1) e-mail notification form their building principal prior to any action being taken.

H. Sick Leave Donation

A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury, and has been advanced and used the additional five (5) sick leave days referenced in section A.5., above may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the following guidelines:

An Association committee shall review each request sick leave donation. In order to approve a request for sick leave donation, a majority vote of the entire Association committee is required. The Association committee will establish rules and procedures for the allocation and disposition of donated sick leave.

Application for sick leave donation must be submitted to the Association committee. Applications will include, but not be limited to the following information:

- Nature of the catastrophic illness or injury;
- Physician(s') statement as to the condition and the need for sick leave;
- Projected date of return to duty;
- Explanation of previous sick leave usage.

The bargaining unit member shall be informed of the Association committee's decision in writing within three (3) days of the application submission. The decision of the Association committee shall be final.

The Association committee will assume the responsibility for solicitation of donations for approved bargaining unit members, subject to procedures established by the Association committee. A form shall be developed to solicit donations, so that if donations are approved, the forms are submitted to the Treasurer's Office for proper recording and reconciliation of sick leave balances for bargaining unit members who choose to donate and for bargaining unit members who receive donations. Once sick leave donations are approved, the

amount of sick leave days donated are forever forfeited by the donating bargaining unit members.

Bargaining unit members may donate any amount of unused sick leave, so long as after the sick leave donation is approved, the bargaining unit member donating sick leave still has at least thirty (30) accumulated sick leave days to their credit.

A maximum of forty-five (45) sick leave days may be donated to an applicant. If additional sick leave donation is needed beyond the forty-five (45) day maximum, then the bargaining unit member must reapply for consideration by the Association committee.

Sick leave donation does not apply to bargaining unit members who have applied for or received disability status with STRS.

A bargaining unit member who receives sick leave donation under this provision shall not earn or accrue any sick leave while using donated sick leave.

ARTICLE NINE - JOB DESCRIPTIONS

Job descriptions are Board Policy. However, to the extent that changes to job descriptions result in material changes to current terms and conditions of employment the Board may amend such changes with the consent of the. association. Individual job descriptions may be accessed on-line.

ARTICLE TEN - SALARY SCHEDULES AND OTHER COMPENSATION

A. Teacher Salary Schedules

1. The base Salary on the Salary schedule for 2026-2027, Appendix H, shall be increased by one and one-quarter percent (1.25%) starting July 1, 2026. The base Salary on the Salary schedule as well as any step increases for the 2027-2028 and 2028-2029 contract years shall be subject to a contract reopener effective July 1, 2027.

B. Salary Schedule Regulations

1. Placement on Schedule

All teachers new to the district will be granted up to eight (8) years credit for prior service in public schools as per the salary schedule.

2. Placement Based on Proof of Credit Earned

Placement on the salary schedule shall be based upon the completion of credit from an accredited college or university. In particular, placement on master's schedule or higher shall only be based upon completion of master's credit hours from an accredited college or university.

a. Master’s Credit Hours Earned Outside of Master’s Degree

For purposes of determining placement on Class V or VI of the Salary Schedule in Appendix I, master’s credit hours earned from an accredited college or university outside of a master’s degree but either approved by the LPDC and Board or required for the teacher’s area of licensure or an endorsement shall be counted regardless of when the credit hours were earned as related to the master’s degree from an accredited college or university.

3. Requirement of Proof by October 1

Teachers who meet requirements to advance to another class on the adopted salary schedule must provide a letter of notification to the Board Treasurer in writing of their eligibility on or before September 1 and must provide an official college transcript on or before October 1.

4. Placement on Longevity Steps

Placement on the longevity steps will be determined by the number of years of prior service credit granted for salary purposes at time of

employment plus the number of years of service credit earned in the Southeastern Local School District, except those employed under Section N of this Article of the Agreement.

5. Salary Based on Twenty-Four (24) Pays

Individual salaries shall be paid in twenty-four (24) equal pays, on or about the 5th and the 20th of each month.

6. One Hundred and Twenty Days (120) Equals One (1) Year Increment

A full increment shall be granted the following year to members who have served one hundred twenty (120) or more school days within a school year (including substitute teaching).

C. Administrator Returning to Bargaining Unit

1 An administrator who is returning to a bargaining unit position shall be placed at the salary he/she would have received had there been no interruption of bargaining unit service.

2. An administrator who is returning to a bargaining unit position shall calculate seniority in the district for purposes of Reduction in Force, or ANY OTHER clause in the contract that uses seniority, as seniority equals district time served less time employed as an administrator.

D. Indexed Salary Schedule - See Index as Appendix I – subject to contract reopener effective July 1, 2027, for the 2027-2028 and 2028-2029 contract years.

E. Supplemental Salary Schedule

See Supplemental Salary Schedule - Appendix G.

1. Base Salary Derivation

Salary based on Class II, Step 0 of Teachers' Salary Schedule, per contract year 2026-2027.

2. Pro Rata of Salary

In the event an individual does not serve the complete obligation established for the position or the responsibility is shared, the salary for the position may be prorated.

3. Rationale of Supplemental Positions

These supplemental positions will be filled based on the determination of the Board.

F. Written Contracts for Supplemental Positions

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract.

G. Supplemental Positions are not Condition of Employment

In no instance shall supplemental duty assignments be a condition for employment or continued employment.

H. Supplemental Contracts to Include Following Information

Such supplemental contracts shall include the following information:

1. Name of teacher

2. Name of school district and Board for which responsibility shall be performed

3. Statement of additional responsibility compensation to be provided for each

4. Dates within which compensation is being provided for said responsibility (length of contract responsibility).

5. Basis by which compensation will be paid

6. Provision for the signature of the Board President and the Board Treasurer

7. Provision for the date and signature of teacher.

I. Duration of Supplemental Contract

Academic supplemental duty contracts specified in the negotiated agreement shall be effective for a period of not more than one (1) year and shall expire on June 30 of the school year they were in effect. Effective date of athletic supplemental duty contracts specified in the negotiated agreement shall be in accordance with OHSAA season dates. Athletic supplemental duty contracts will be posted 30 days following the expiration of the supplemental contract.

1. Expiration Date Requires no Notice

The expirations of such contracts shall be automatic and shall require no non-renewal action by the Board or notice of expiration.

J. Salary Reduction Payment to S.T.R.S.

Each teacher's salary shall be reduced in an amount equal to the teacher's contribution to the State Teachers' Retirement System and paid to S.T.R.S. on behalf of the teacher.

1. Reduction Uniformly Applied to All Teachers

The salary reduction method of S.T.R.S. payment shall apply uniformly to all teachers and no teacher covered by S.T.R.S. shall be exempt.

2. Reduction Applied to All Compensation

The payment herein shall apply to all compensation earned including regular contract and supplemental contract earnings.

3. Reduction Based on Acceptance of IRS

Should the Internal Revenue Service or the State Teachers' Retirement system determine that this reduction provision is not qualified under the IRS code, or is unlawful in any manner, this provision shall be null and void.

K. Worker's Compensation

In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, professional staff members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission. The employee or designee must complete and file a detailed accident report immediately after any and all illness or injuries that occur when providing services for the district, even if there are no plans to seek medical care.

1. Drug Testing

Any employee who sustains a work related injury that will be reported to the BWC must be tested for drugs and alcohol at the time of the incident that caused the injury.

2. Option to Use Worker's Compensation

Professional staff members may utilize sick leave to receive regular compensation or choose to receive Worker's Compensation benefits, but not a combination of both.

3. Rights of Teacher to Reinstatement After Use

Any professional staff member absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay upon approval of the application to return to work.

a. Application Must Certify Ability to Return to Work - Such application shall include medical certification of ability to assume full-time teaching responsibilities.

1). Application Must be Within One (1) Year of Receiving Benefit - Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance with this Section.

L. Travel Allowance

Teachers applying for travel allowance for pre-approved school travel will be reimbursed at the IRS approved rate per mile.

M. Direct Deposit

Direct deposit of payroll checks shall be provided to the members of the Bargaining Unit by the Board without cost. Members of the Bargaining Unit who have a checking account with a financial institution which has direct deposit services available shall use such service. Forms to initiate direct deposit shall be available in the Board Treasurer's office. The Board Treasurer must be notified immediately of a change in any banking procedures, i.e., change of bank.

Direct deposit notice shall be sent to the e-mail address provided to the Treasurer's office by the employee. Notices are also available on the employee kiosk. No formal paper notices will be distributed.

The treasurer in extraordinary circumstances may waive the direct deposit and issue a regular check.

N. Rehiring of Retired Teachers

1. This provision determines all changes to the collective bargaining agreement in effect between the parties as they relate to the rehiring of retired teachers in the district. (Note: the words "rehired" or "reemployed" as used in this section shall refer to any retired teacher under a state teacher retirement system who is hired into this district, whether previously an employee of the Southeastern Local School District or any other school district.)

2. Teachers who have retired from STRS and are rehired by the Southeastern Local Board of Education may be placed up to Step 5 of their proper education classification and shall not advance at anytime; even upon subsequent hire.

3. There shall be no guarantee of reemployment of any teacher in the district if the teacher retires or is already retired.

4. To be eligible for reemployment, a retired teacher must have accepted severance pay, if eligible, and must have eliminated his/her sick leave upon retirement from his/her prior employment. Reemployed teachers may commence their reemployment with up to 15 days of accumulated sick leave if said days are carried forward from their prior employer. In addition, reemployed teachers ay be advanced up to a total of ten (10) sick leave days upon initial employment.

5. A retired teacher may receive consideration for reemployment when the administration has determined that no other non-retired bargaining unit teachers are available or suitable for the position(s) available.

6. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

7. Any retired teacher who is rehired shall be employed under a one-year, a two-year, or a three-year limited contract, only, with notification to be given on or before June 1 if he/she is going to be reemployed by the district or if the contract will be non-renewed for the following year. Retired teachers who are rehired are not subject to the provisions of Ohio Revised Code Sections 3319.11, 3319.111, or 3319.08, and the decision of the Board is final with respect to the evaluation and non-renewal of reemployment contracts.

8. The reemployed teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District.

9. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim of action filed before the State Employment Relations Board (SERB) or any court of law.

10. In the event that provisions in this section are rendered invalid by operation of law, or by decision or order of a tribunal of competent jurisdiction, either party may terminate the invalid or unlawful provisions of this section, by giving notice, at least thirty (30) days prior to the effective date of such termination.

11. Non-retired teaching staff will have priority on all supplemental contracts.

12. The reemployed teacher shall be eligible for Board-paid health/medical insurance on the same terms and conditions applicable to all other members of the bargaining unit.

0. Board Reimbursement of the Costs of Licensure/Certification Renewal and Background Checks

1. Beginning with the effective date of this master agreement, the Board of Education shall reimburse bargaining unit members for up to but not to exceed $200.00 in any given five (5) year period to coincide with license/ certificate renewal, of the fees for license/certificate renewal or upgrade, within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate. The Board will only reimburse for one (1) license/ certificate renewal per individual per five (5) year renewal period. Additionally, beginning with the effective date of this master agreement, the Board of Education will reimburse bargaining unit members for up to but not to exceed $60.00 or $30 (if only FBI background check is needed based upon parameters of ORC) respectfully, in any given five (5) year period to coincide with license/ certificate renewal, of any costs incurred related to state and federal background checks and fingerprinting as required by the Ohio Revised Code. Such reimbursement shall be made within 30 calendar days of the Board of Education's receipt of a copy of the renewed or upgraded license/certificate or completed background check and receipt of a requisition completed by the teacher. The Board will only reimburse for one (1) BCI or FBI background check per individual per five (5) year period coinciding with the license/ certificate renewal.

2. If a bargaining unit member leaves employment with the district for any reason within the five (5) year license renewal period but after the Board has reimbursed the member for license/ certificate renewal and/ or state and federal background checks and fingerprinting cost pursuant to the above provisions, then the member must reimburse the Board for those amounts on a prorated basis based on the number of years worked in the district.

P. Tutoring Pay

Tutoring pay shall be $25 per hour for student tutoring services as approved by the administration.

ARTICLE ELEVEN - FRINGE BENEFITS

A. Programs Available to Staff Members

Effective during the period of this agreement, the following insurance program(s) will be available to bargaining unit members, unless modified by the Insurance Committee as set forth in this Article.

1. Basic Plan

PPO Option I

Deductible	200/400
Coinsurance	90/10
Out of Pocket Maximum	1600/3200
Rx Copay	$10/25%/$45

For employees hired on or before June 30, 2022, (which does not include those employees who are hired prior to June 30, 2022 but who do not begin employment until the 2022-2023 contract year or thereafter) the Board will offer the Basic Plan, and the Board will pay eighty percent (80%) of single, employee+kid(s) or family monthly premiums for all full-time employees and the employee will pay the other twenty (20%). For those working less than full-time (less than six (6) hours per day), the Board share will be prorated according to the time worked, and the employee will pay the balance of the monthly premium.

2. High Deductible Health Plan with Health Savings Account ("HSA")

An High Deductible Health Plan with HSA will be available to any employee hired on or before June 30, 2022 (which does not include those employees who are hired prior to June 30, 2022 but who do not begin employment until the 2022-2023 contract year or thereafter), who elects such coverage. If elected, the Board will contribute one thousand dollars ($1,000) for a single, one thousand, eight hundred dollars ($1,800) for an employee plus children, and two thousand, four hundred dollars ($2,400) for a family plan by the first (1st) pay in January of each contract year.

A High Deductible Health Plan with HSA will be the only health insurance plan offered and available to any employee hired on or after July 1, 2022 [NOTE: this provision excludes rehired-retired employees who are rehired

on or after July 1, 2022.] For the first three (3) insurance plan years in which the employee elects to enroll in such coverage, the Board will contribute as follows:

Year 1 = $1,000 single/$1,800 employee plus children/$2,400 family
Year 2 = $1,000 single/$1,800 employee plus children/$2,400 family
Year 3 = $1,000 single/$1,800 employee plus children/$2,400 family

These contributions will be paid by the first pay in January of each insurance plan year in which the employee elects to enroll in such plan.

In all subsequent insurance plan years, after year 3, in which the employee elects to enroll in such coverage, the Board will contribute as follows:

Year 4 and beyond, for each year of election: $250 single/$450 employee plus children/$600 family.

These contributions will be paid by the fist pay in January of each insurance plan year in which the employee elects to enroll in such plan.

If HSA Plan is elected by an employee, the employee (and his/her dependents, as applicable) must remain enrolled in the plan for the entire plan year (January 1 through December 31). If an employee elects HSA Plan participation for a plan year and separates from employment with the District before the plan year is over, then the employee must reimburse the District on a pro-rated basis, calculated by month of plan non-participation, at the time of separation from employment. This reimbursement can occur through payroll deduction/reconciliation if elected in writing by the employee.

3. Spousal Carve-Out

For employees hired on or after September 1, 2021, the spouse of an employee must enroll in insurance coverage at the spouse's place of employment if offered. Annual certification of spousal insurance eligibility at place of employment will be required to be submitted to the Treasurer's Office no later than August 31 each year, on a form provided by the Treasurer's Office. Once the spouse enrolls in insurance coverage at the spouse's place of employment, the spouse may not re-enroll in insurance coverage through the District unless the spouse experiences a qualifying event as defined under the District's insurance plan. If this occurs, the spouse may enroll in the District's insurance plan within thirty-one (31) days of the date the spouse experiences the qualifying event as defined under the District's insurance plan.

4. Forms Available Upon Employment or Pre-Employment

Appropriate information and application forms will be provided to all new teaching staff members by the Administration at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the teaching staff member desires insurance coverage.

5. Opening Period

The opening period for those desiring insurance coverage is by September 1. No further changes will be made throughout the year except as noted in Article Eleven, A. 6.

6. New Form Must be Filed When Selecting Different Carrier/Coverage

In the event a teaching staff member desires to change from one type of coverage to a different type of coverage because of a change in family status, (e.g., single to dependent), the teaching staff member must file a new application with the Board Treasurer.

7. Formation of Insurance Committee

a). Formation of Committee

The parties agree to form an Insurance Committee. The. Committee shall be comprised of;

1). Two (2) members appointed by the SELEA

2). Two (2) members appointed by the SELESP

3). Two (2) members appointed by the Board

b). Consultant(s)

Consultants may be utilized by the Insurance Committee as needed.

c). Charge of Committee

The Committee shall be charged with the goal of selecting a health insurance program for the district which may include a new Health Insurance Plan or modifications to the existing Plan. The Committee may also monitor the current Plan for service and cost efficiency. The Committee will meet at least once per semester

unless both parties agree to waive such meeting. The Committee shall reach a consensus by May of each fiscal year or will be deemed to have waived the right of consultation. The Board through consultation with the insurance committee will solicit bids from other carriers for mutually acceptable coverage.

B. Optical

The Board will pay one hundred (100%) percent of the monthly premium for optical coverage.

C. Dental

The Board will pay ninety (90%) percent of the single and eighty (80%) percent of the family plan of the Basic Dental Plan or its equivalent for each participating employee of the bargaining unit.

D. 125 Plan

The Board shall select a carrier for a Section 125 Plan available to each member of the bargaining unit. There will be no maintenance or up front charges to the Board. Bargaining unit members shall have the right to participate in all phases of the 125 Plan up to the maximum IRS contribution limit.

E. Severance Pay

Upon retirement from teaching and employment in the Southeastern Local Schools, in accordance with rules of the State Teachers Retirement System (STRS), an employee is eligible to receive payment for the following: twenty-seven percent (27%) of up to two hundred sixty-five (265) days of unused accumulated sick leave at per diem rate for a total of seventy (70) days.

1. Form to be Completed

An adopted-prescribed form will be utilized when applying for sick leave conversion at time of retirement.

2. Benefit Received Only Once

Sick leave conversion may be applied for and received only once and voids any and all sick leave accumulation.

3. Must Have Completed Retirement Process

Acceptance by STRS at the time of retirement is required by providing proof of retirement to Treasurer's department.

4. Per Diem at Retirement Used to Calculate Benefit

Per diem rate is computed using the teacher's yearly salary at the time of retirement exclusive of supplemental contract salary.

5. Five (5) Year District Requirement

The employee must have been a regular employee of said district for five (5) years immediately preceding retirement.

6. Dates of Receiving Benefit

Payment of severance shall be paid in the month of September following the employee's official date of retirement but no later than January of the year following retirement.

7. Survivor Benefits

A member who has applied for retirement shall have his/her severance paid to his/her estate in the case of death.

8. Recipients over age 55

Any retiring recipient of severance who has reached the age of 55 or older must contribute their entire severance payment pursuant to this Section to a Board approved Severance Plan. The Plan will meet all qualifications and specifications in accordance with the requirements of the Internal Revenue Code and/or any applicable state and/or local laws.

F. Group Life Insurance

Dollar Amount Per Year of Contract - The total cost, one hundred (100%) percent, for such group life insurance coverage shall be borne by the Board The death benefit for each employee shall be fifty thousand ($50,000) dollars.

G. Insurance Upon Retirement

Insurance coverages through the District shall not extend beyond an employee's effective date of retirement.

ARTICLE TWELVE – NON-DISCRIMINATION

The Board establishes a Policy (#3122, Nondiscrimination and Equal Employment Opportunity) on the issue of non-discrimination in employment and agrees that it will comply with the terms of such policy with respect to employment of teaching employees in the District. The District agrees that it will notify the Association within ten (10) days of any change to the policy.

ARTICLE THIRTEEN - DURATION/ TERMS OF AGREEMENT

A. Terms of Agreement

This Agreement made and entered into this 16th day of June, 2026 by and between the Southeastern Local Education Association and the Southeastern Local Board of Education, South Charleston, Ohio, shall be effective 12:00 a.m. on July 1, 2026, and remain effective until 11:59 p.m. on June 30, 2029, with the exception of Article Ten, Salary Schedules, and Other Compensation, Section A., Teacher Salary Schedules, and Section D., Indexed Salary Schedule, which shall be subject to a contract reopener effective July 1, 2027, for contract years July 1, 2027 through June 30, 2028, and July 1, 2028 through June 30, 2029.

B. Total Agreement

All items contained herein constitute the total agreement between the Association and Board.

C. Rights of Parties During Negotiations of Successor Contract

The parties acknowledge that during negotiations which resulted in the Agreement, each had the opportunity to make proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this agreement.

1. Waiver to Negotiate

Therefore, for the life of this agreement, the Board and the Association each voluntarily waive the right to negotiate with respect to any subject referred to or covered in this agreement unless mutually agreed upon.

a. The parties further waive the right to negotiate with respect to any subject not specifically referred to or covered in this agreement unless obligated to do so as a result of rulings established by SERB, or the implementation/enactment of rules or regulations adopted by the State Department of Education and/or by the State Legislature which have an effect upon the salary, fringe benefits, or working conditions of the bargaining unit members of the Association or as otherwise mutually agreed to by the parties.

D. Contract Must Comply With Law

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions which become effective after the ratification of this Agreement.

1. Duty to Negotiate and Time Limits in Changes in Law

If any provision of this agreement is found to be contrary to law by the

Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the parties to the agreement shall meet within ten (10) days to consider substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) days thereafter, the normal impasse will be used. If an agreement is not reached after impasse, the Association shall have the right to withhold its services only on the issue(s) submitted in the scheduled reopener as stated in this article.

2. Right of Association to Strike

The withholding of services shall be as set forth in Chapter 4117 of O.R.C.

E. Negotiations of Successor Agreement

If any item in this agreement is not changed through future negotiations, it shall be carried forward, in writing, to each future agreement.

F. Items to Appear in Future Agreements

This Agreement shall be the basis from which future negotiations shall proceed.

G. Limited Rights For Discussion or Consultation

This Agreement does not preclude discussion or consultation regarding concerns expressed by personnel of the participating parties to this Agreement. However, this discussion shall not include items which are negotiable as defined by O.R.C. 4117.

H. Signatures

Signed this ___ day of _____, 2026.

SOUTHEASTERN LOCAL EDUCATION ASSOCIATION/OEA/NEA	SOUTHEASTERN LOCAL BOARD OF EDUCATION
_____	_____
President	President of Board
_____	_____
Vice-President	Superintendent
_____	_____
Bargaining Team Member	Board Treasurer
_____	_____
Bargaining Team Member	Bargaining Team Member
_____	_____
Bargaining Team Member	Bargaining Team Member

Type or Print

APPENDIX A - GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(A single copy of which will be submitted to the Association President, Association Grievance Chair, Superintendent, and Principal by the aggrieved who will retain one (1) copy.)

DATE OF FORMAL PRESENTATION

AGGRIEVED_
ASSIGNMENT
PRINCIPAL

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT ARTICLE AND SECTION(S):

RELIEF SOUGHT:

Signature of Aggrieved

TYPE OR PRINT

APPENDIX B - GRIEVANCE FORM B

DECISION OF PRINCIPAL

(To be completed by the Principal, who shall retain one (1) copy and deliver one (1) copy to the aggrieved, the Association President, Association Grievance Chair, and the Superintendent within seven (7) school days of Formal Grievance Presentation Hearing.)

DATE OF FORMAL GRIEVANCE PRESENTATION

AGGRIEVED

DATE OF FORMAL GRIEVANCE HEARING _____

ASSIGNMENT _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION

Signature of Principal

Aggrieved's Response (To be completed by aggrieved and one (1) copy returned to Principal, Association President, Association Grievance Chair, and Superintendent within seven (7) school days of the decision date).

I accept the above decision of the Principal.

I hereby appeal to the Superintendent on attached Form C.

Date of Response _____

Signature of Aggrieved _____

TYPE OR PRINT

APPENDIX C - GRIEVANCE FORM C

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent, the Association President, Association Grievance Chair, and the Board President within seven (7) school days of receipt of Form B.)

DATE APPEAL **DELIVERED TO SUPERINTENDENT**

AGGRIEVED

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT ARTICLE AND SECTION(S):

RELIEF SOUGHT:

Signature of Aggrieved

TYPE OR PRINT

APPENDIX D - GRIEVANCE FORM D

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one (1) copy and deliver one (1) copy to the aggrieved within seven (7) school days after the meeting, and one (1) copy to the Association President, Association Grievance Chair, the Principal, and the Board President within seven (7) school days of receipt of Form B)

DATE HEARING HELD BY SUPERINTENDENT

AGGRIEVED

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision

Signature of Superintendent

Aggrieved's Response (To be completed by aggrieved and one (1) copy returned to the Superintendent, Principal, Association President, and the Association Grievance Chair within seven (7) school days of the decision date.)

I accept the above decision of the Superintendent

I hereby appeal to Arbitration on attached Form E

Date of Response: _____

Signature of Aggrieved

TYPE OR PRINT

APPENDIX E - GRIEVANCE FORM E

REFERRAL BY AGGRIEVED TO MEDIATOR

(To be completed by the aggrieved, who will retain a single copy and deliver one (1) copy to the Superintendent, the Association President, and Association Grievance Chair within seven (7) school days of receipt of Form D.)

DATE APPEAL DELIVERED TO MEDIATOR

AGGRIEVED

DATE AND NATURE OF ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO AGREEMENT ARTICLE AND SECTION(S):

RELIEF SOUGHT:

Signature of Aggrieved

APPENDIX F — GRIEVANCE FORM F

ASSOCIATION RESPONSE TO MEDIATION

(To be completed by the Association within seven (7) school days of decision of Mediator with a single copy delivered within that period to each of the following persons: The Board President, the aggrieved, the Board Treasurer, the Superintendent, and the Principal. An additional copy should be retained for reference.)

DATE OF RESPONSE

AGGRIEVED PERSON_____

DELIVERED TO BOARD _____

OPINIONS OF ASSOCIATION AND REASONS THEREFORE:

_____The decision of the Mediator is accepted.

_____The attached grievance is hereby referred to Arbitration.

DATE OF RESPONSE

Signature of President of Association

APPENDIX G - SUPPLEMENTAL SALARY SCHEDULE

	2026-2027	Rate
Head Football	$7,482	0.170
Asst Varsity Football	$5,281	0.120
Reserve Football	4401.2	0.100
Asst Reserve Football	$3,961	0.090
Head JH Football	$3,961	0.090
Asst JH Football	$3,081	0.070
Head Varsity Boys Soccer****	$4,841	0.110
Head Varsity Girls Soccer****	$4,841	0.110
Head Varsity Boys Basketball	$7,482	0.170
Asst Varsity Boys Basketball	$2,201	0.050
Reserve Boys Basketball	$5,281	0.120
9th Boys Basketball	$4,401	0.100
8th Boys Basketball	$3,961	0.090
7th Boys Basketball	$3,521	0.080
Head Varsity Girls Basketball	$7,482	0.170
Asst Varsity Girls Basketball	$2,201	0.050
Reserve Girls Basketball	$5,281	0.120
8th Girls Basketball	$3,961	0.090
7th Girls Basketball	$3,521	0.080
Varsity Baseball	$4,841	0.110
Asst Varsity Baseball	$1,760	0.040
Reserve Baseball	$3,521	0.080
Girls Softball	$4,841	0.110
Asst Girls Softball	$1,760	0.040
Reserve Softball	$3,521	0.080
Head Varsity Track	$7,482	0.170
Asst Varsity Boys Track	$2,201	0.050
Asst Varsity Girls Track	$2,201	.050
JH Boys Track	$3,521	0.080
JH Girls Track	$3,521	0.080
Head Varsity Volleyball	$4,841	0.110
Asst Varsity Volleyball	$1,760	0.040
Reserve Volleyball	$3,521	0.080
8th Volleyball	$2,641	0.060
7th Volleyball	$2,641	0.060
Boys Golf	$3,081	0.070
Girls Golf	$3,081	0.070
Tennis***	$2,641	0.060
Cross Country***	$2,641	0.060
Bowling**	$2,641	0.060

Wrestling**	$2,641	0.060
HS Cheerleading	$3,961	0.090
JH Cheerleading	$2,641	0.060
Band Director	$2,201	0.050
Pep Band Director	$1,320	0.030
Marching Band Director	$7,482	0.170
Asst Band Director	$5,281	0.120
Flag Advisor	$2,201	0.050
Choir Director	$2,201	0.050
Drama	$2,641	0.060
Drama Music Director	$2,641	0.060
Annual Staff	$2,641	0.060
Prom Jr Class Advisor	$2,201	0.050
HS Student Council	$1,760	0.040
JH Student Council	$1,320	0.030
MV Student Council	$1,320	0.030
Quick Recall	$2,201	0.050
National Honor Society	$880	0.020
Weight Room	$3,521	0.080
Varsity Football Site Mgr	$660	0.015
Varsity Basketball Site Mgr	$660	0.015
Varsity Girls Basketball Site Mgr	$660	0.015
Varsity Track Site Mgr	$660	0.015
Varsity Volleyball Site Mgr	$660	0.015
Varsity Soccer Site Mgr	$660	0.015
JH Football Site Mgr	$440	0.010
JH Boys Basketball	$440	0.010
JH Girls Basketball	$440	0.010
JH Track	$440	0.010
JH Volleyball Site Mgr	$440	0.010
Power of the Pen	$1,320	0.030
Flex/Dual Credit Admin	$1,320	0.030
Tech (Web/Social Media)	$4,401	0.100
Competitive Cheer	$880	0.020

****Supplemental positions will only be posted and filled if a minimum of five (5) students participate per season.**

*****Supplemental positions will only be posted and filled if a minimum of three (3) students participate per season.**

******Supplemental positions will only be posted and filled if a minimum of eleven (11) students participate per season.**

Supplemental positions filled by non-certified personnel will be compensated on an hourly basis at minimum wage with the negotiated supplemental amount as the minimum payment.

All supplemental positions will be posted and filled pending student/coach or advisor ratio determined by the Board of Education.

A three hundred dollar ($300) stipend shall be paid to the Art Teachers for all approved student performances taking place outside of the teacher contract day.

APPENDIX H - 2026-2027 SALARY SCHEDULE

1.25%

YRS	BA	150	MA	MA+15	MA+30
0	1.000	1.050	1.100	1.150	1.201
	44,012	46,212	48,413	50,613	52,867
1	1.040	1.095	1.150	1.201	1.253
	45,772	48,193	50,613	52,858	55,146
2	1.080	1.140	1.200	1.252	1.305
	47,532	50,173	52,814	55,102	57,426
3	1.120	1.185	1.250	1.303	1.357
	49,293	52,154	55,014	57,347	59,706
4	1.160	1.230	1.300	1.354	1.408
	51,053	54,134	57,215	59,592	61,986
5	1.200	1.275	1.350	1.405	1.460
	52,814	56,115	59,416	61,836	64,266
6	1.240	1.320	1.400	1.456	1.512
	54,574	58,095	61,616	64,081	66,545
7	1.280	1.365	1.450	1.507	1.564
	56,335	60,076	63,817	66,325	68,825
8	1.320	1.410	1.500	1.558	1.616
	58,095	62,056	66,017	68,570	71,105
9	1.360	1.455	1.550	1.609	1.667
	59,856	64,037	68,218	70,815	73,385
10	1.400	1.500	1.600	1.660	1.719
	61,616	66,017	70,418	73,059	75,665
11	1.440	1.545	1.650	1.711	1.771
	63,377	67,998	72,619	75,304	77,944
12	1.480	1.590	1.700	1.762	1.823
	65,137	69,978	74,820	77,548	80,224
13	1.520	1.635	1.750	1.813	1.875
	66,897	71,959	77,020	79,793	82,504
14	1.560	1.680	1.800	1.864	1.926
	68,658	73,939	79,221	82,037	84,784
15	1.600	1.725	1.850	1.915	1.978
	70,418	75,920	81,421	84,282	87,064
18	1.640	1.770	1.900	1.966	2.030
	72,179	77,900	83,622	86,527	89,343
21	1.680	1.815	1.950	2.017	2.082
	73,939	79,881	85,822	88,771	91,623
24	1.720	1.860	2.000	2.068	2.134

	75,700	81,861	88,023	91,016	93,903
27	1.760	1.905	2.050	2.119	2.185
	77,460	83,842	90,224	93,260	96,183
29	1.800	1.950	2.100	2.170	2.237
	79,221	85,822	92,424	95,505	98,463
32	1.820	1.970	2.120	2.190	2.2572
	80,101	86,703	93,304	96,385	99,343

APPENDIX I - INDEX SALARY SCHEDULE FOR DURATION OF AGREEMENT

STEP	CLASS II B.A. DEG.	CLASS III 150 SEM HRS	CLASS IV M.A. DEG.	CLASS V M.A. + 15	CLASS VI M.A. + 30
0	1.0000	1.0500	1.1000	1.1500	1.2012
1	1.0400	1.0950	1.1500	1.2010	1.2530
2	1.0800	1.1400	1.2000	1.2520	1.3048
3	1.1200	1.1850	1.2500	1.3030	1.3566
4	1.1600	1.2300	1.3000	1.3540	1.4084
5	1.2000	1.2750	1.3500	1.4050	1.4602
6	1.2400	1.3200	1.4000	1.4560	1.5120
7	1.2800	1.3650	1.4500	1.5070	1.5638
8	1.3200	1.4100	1.5000	1.5580	1.6156
9	1.3600	1.4550	1.5500	1.6090	1.6674
10	1.4000	1.5000	1.6000	1.6600	1.7192
11	1.4400	1.5450	1.6500	1.7110	1.7710
12	1.4800	1.5900	1.7000	1.7620	1.8228
13	1.5200	1.6350	1.7500	1.8130	1.8746
14	1.5600	1.6800	1.8000	1.8640	1.9264
15	1.6000	1.7250	1.8500	1.9150	1.9782
18	1.6400	1.7700	1.9000	1.9660	2.0300
21	1.6800	1.8150	1.9500	2.0170	2.0818
24	1.7200	1.8600	2.0000	2.0680	2.1336
27	1.7600	1.9050	2.0500	2.1190	2.1854
29	1.8000	1.9500	2.1000	2.1700	2.2372
32	1.8200	1.9700	2.1200	2.1900	2.2572