

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Southern Local School District Board of Education ("Board") and the Southern Local Teachers' Association ("SLTA") and is intended to modify the terms and conditions of the Negotiated Agreement between the parties having a term of July 1, 2009 through August 31, 2011.

Section 1. Any administrator who, pursuant to Ohio law, received a continuing contract as a teacher upon the conclusion of his/her administrative contract, or who had a continuing contract in the District before being employed as an Administrator, shall only be placed in a teaching position for which he/she is certified/licensed that is vacant pursuant to the Negotiated Agreement. The Administrator shall not be permitted to bump or displace a teacher from their current position. If no vacant position exists for which the Administrator is certified/licensed, the Administrator shall be placed on a recall list, until such time as he/she is recalled to a vacant position in accordance with Article IX – Reduction in Force.

Section 2. Article IX – Reduction in Force shall be modified as follows:

A. Reasons for RIF

Any reduction of staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absences, or by reasons of suspension of schools or territorial changes affecting the District, or abolishment of positions, or **due to there being no vacant position for teachers who were once administrators in the District**, or any other reasons authorized by ORC 3319.17 shall first be made through attrition resulting from resignation, retirement, and transfers. The Board of Education may then suspend contracts to complete the reduction plan.

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D. Suspension of Contracts

1. **Except as set forth in paragraph 3, a**All teachers who are to be part of the plan shall have their contracts renewed and the Board shall then proceed to suspend contracts for the reduction of staff. Contracts shall be suspended on the basis of seniority lists within the teaching field affected as per Ohio Revised Code 3319.17, with the least senior person on the seniority list for the affected area of certification being the first to have his/her contract suspended.
2. A bargaining unit member who holds more than one (1) certificate, and whose position is affected by RIF, may displace the least senior employee in an area for which both are certificated provided that the displaced

employee has less seniority. An employee exercising this option must respond, in writing, within five (5) workdays from notification as specified in Article IX, B.3.

3. **Any teacher described by Section 1 of this Memorandum of Understanding shall be placed on a recall list without the need to suspend their teaching contract in accordance with this Article. The placement on the recall list shall occur upon notice to the teacher by the Superintendent that there is no vacant position for which they are licensed/certified, and that the teacher is being placed on the recall list.**

E. Recall

1. Names of teachers whose contracts are suspended due to a reduction in force shall be placed on a reduction in force (RIF) list based on seniority and certification.
2. If an opening occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall notify within five (5) days from the date the letter is received to indicate his/her availability for such position. The Board shall reinstate that teacher indicating availability for such position who has the greatest seniority.
3. Recalled teachers shall be restored by the Board at the same seniority, salary and fringe benefits as he/she would have received if a reduction had not taken place; provided, however, such teacher shall not be granted service credit for salary purposes for such time such teacher's contract was suspended.
4. When a teacher's contract is suspended because of reduction in force, the teacher's name will remain on the RIF list for a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1 to September 1. The list must be available to the Association at all times.
5. During the applicable period of recall as specified in E.4. above, if a bargaining unit member voluntarily resigns, retires under an Ohio State Retirement System, refuses recall, or fails to respond to notification of recall by the Board, he/she shall forfeit all rights to recall provided under the Agreement.
6. Refusal of recall by a bargaining unit member shall not be cause for forfeiture of recall rights when such refusal is due to verifiable medical

reasons, or is due to the fact that the position of recall does not pay what the position previously held by the employee would have.

- 7. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF list.

F. Employee Rights on Recall

- 1. The employer shall recognize additional certification that is earned and reported while an employee is on layoff status.
- 2. An employee who is awaiting recall will receive priority for long-term substitute assignments.
- 3. Refusal of substitute work by an employee who is awaiting recall will not affect his/her recall rights.

Section 3. In all other respects, the terms of the existing Negotiated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Memorandum of Understanding between the parties was executed this ___ day of May, 2011, at Salineville, Ohio.

SOUTHERN LOCAL TEACHERS ASSOCIATION

By Karen Marguis
President

By [Signature]
Union Representative

By [Signature]
Union Representative

SOUTHERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By [Signature]
President

By [Signature]
Superintendent

By [Signature]
Treasurer