

AGREEMENT

07-MED-03-0290

The South-Western City School District Board of Education does hereby recognize the South-Western Education Association for the purpose of professional negotiations for the term beginning 12:01 a.m. July 1, 2007, and ending midnight June 30, 2009.

STATE EMPLOYMENT
RELATIONS BOARD

2008 AUG 22 P 12:33

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K 24242

Date: July 1, 2007

**SOUTH-WESTERN CITY SCHOOL
DISTRICT
BOARD OF EDUCATION**

James A. Lesta
President of the Board

**SOUTH-WESTERN EDUCATION
ASSOCIATION**

Della Beach
President of the Association

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ARTICLE I

COLLECTIVE BARGAINING AGREEMENT

SECTION 100

PREAMBLE, IMPLEMENTATION, & DURATION OF AGREEMENT

- A. This collective bargaining agreement (hereafter "Agreement") is entered into between the South-Western City School District Board of Education (hereafter "Board") and the South-Western Education Association/OEA/NEA (hereafter "Association" or "SWEA").
- B. This Agreement shall be effective as of 12:01 A.M., July 1, 2007, and shall continue in full force and effect through midnight, June 30, 2009.
- C. This Agreement contains the full and complete agreement between the parties.
- D. This Agreement supersedes any Board rules, procedures, or policies not consistent with the terms of this Agreement. All prior negotiated agreements between the parties not contained herein are void.
- E. Throughout this Agreement seniority shall be defined as continuous employment in the bargaining unit within the District and shall be computed from the bargaining unit member's most recent beginning date of service for the current term of employment in the bargaining unit. Seniority shall not be broken by an unpaid or disability leave of absence, but shall not be accrued during these leaves.

When two (2) bargaining unit members have the same beginning date of service, the second factor considered in refinement of seniority will be the date

of Board action employing the bargaining unit member.

The length of any prior service with the Board will be the third factor.

The date of Board receipt of the bargaining unit member's intent to hire notice will be the fourth factor.

The date of receipt of the bargaining unit member's application for employment will be the fifth factor.

If all of the foregoing factors are equal, seniority shall be determined by the toss of a coin.

F. The Board and Association shall share equally in the cost of printing this Agreement.

G. In the event that any provision of the Ohio Revised Code specifically referenced in this Agreement but not specifically superseded by this Agreement shall be amended, the parties will apply the law as amended. If the amendment affects the contracted rights of either the Board or the bargaining unit members as set forth in this agreement, then the parties agree to enter into negotiations at the request of either party within ninety (90) days of the effective date of the amendment to negotiate the affects of the amendment. Such negotiations shall be conducted in accordance with the provisions of Article III of this Agreement.

SECTION 101 AMENDMENT PROCEDURES

The President of the Association and the Superintendent may meet privately during the term of the Agreement for the purpose of discussing the amendment of this Agreement. Any mutual proposal for amendment will be referred to the Joint Negotiating Committee and, if the

amendment is mutually agreed upon by the Joint Committee, it will be submitted for ratification by the representative Council of the Association and the Board. No public discussion or disclosure of the desire for amendment shall take place prior to or unless mutually agreed to be submitted to the Joint Negotiating Committee.

SECTION 102 RECOGNITION OF ASSOCIATION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated/ licensed personnel employed by the Board, including Tutors (but excluding substitutes, supervisors as defined in ORC 4117.01 {F} and management level personnel as defined in ORC 4117.01 {K}). The bargaining unit does not include Adult Basic Education Instructors, Community Education Instructors, and regular hourly employees working fewer than five (5) hours per day.

Permanent substitutes (defined as teachers employed to take the place of an absent bargaining unit member under the expectation that the absence will continue for the remainder of the school year), who are employed under permanent substitute contracts, are included in the bargaining unit provided that the provisions of Article VI will not apply to them.

SECTION 103 SCOPE OF NEGOTIATIONS

The scope of bargaining between the Board and the Association shall, as established by ORC 4117.08, be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of any existing provision of this Agreement.

The Board is not required to bargain on subjects reserved to it as management rights except as these might effect wages,

hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

Participation on the various committees created by this Agreement and informal discussions between Association and Board representatives shall not be construed as negotiations unless specifically identified as negotiations and shall not result in modifications of this Agreement. Neither shall participation in any such discussion abrogate, derogate, or in any way waive the rights of either party under ORC Chapter 4117.

ARTICLE II

MANAGEMENT RIGHTS

SECTION 200 MANAGEMENT RIGHTS

The Board retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of the schools, except as limited by the specific written terms of this Agreement.

Specifically, the Administration and Board retain the rights given to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE III
NEGOTIATIONS

SECTION 300
PROCEDURES FOR REGULAR
NEGOTIATIONS

300.1

Upon written request of the Association made not less than ninety (90) days prior to the expiration of this Agreement, to the Superintendent or his/her designated representative, or by the Superintendent to the President of the Association, a mutually agreeable date shall be set no later than ten (10) days after the request to initiate bargaining for a successor Agreement. Association and Board proposals will be submitted at the first meeting. Except as may be mutually agreed, no additional proposals will be submitted after the second meeting.

300.2

The Board and Association shall be represented by a team not to exceed six (6) members each. All negotiations shall be conducted privately and exclusively between said teams.

300.3

The designated Board and Association representatives are cloaked with the authority to reach tentative agreements on any and all issues submitted for negotiations. The designated representatives of the Board and Association shall meet at reasonable times for the purpose of effecting a free expression and exchange of facts, ideas, opinions, proposals, and counter proposals in a sincere effort to reach a mutual agreement on all matters submitted for negotiations.

300.4

All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligations do not compel either party to agree to a proposal or require the making of a concession. Meetings shall, insofar as practical, be conducted at times other than during the school day.

300.5

Upon request of either party, the meeting shall be recessed to permit a reasonable period to caucus.

300.6

When tentative agreement has been reached on all items submitted for negotiations the agreement shall be submitted first to the Association for ratification and then to the Board. Each party will act not later than ten (10) days after the tentative agreement has been submitted and shall notify the other party within twenty-four hours after such action.

SECTION 301 INABILITY TO REACH AGREEMENT

301.1

In the event agreement is not reached thirty (30) days prior to expiration of this Agreement, the Association and the Board shall meet in an attempt to agree on a mediator. If agreement is not reached in three (3) calendar days, then the Association and the Board shall jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or another mediation service mutually agreed upon by both parties.

The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and

to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

In the event that agreement is not reached prior to the expiration of this Agreement, or any mutually agreed to extensions, the Association may exercise those rights which it has pursuant to ORC Chapter 4117.

301.2

This procedure is the parties' mutually agreed to Alternative Dispute Resolution Procedure and supersedes the dispute resolution procedures of ORC 4117.14 (C) (2-6).

ARTICLE IV

GRIEVANCES

SECTION 400

DEFINITION OF A GRIEVANCE

400.1 Grievance

A grievance is defined as a written claim by member(s) of the bargaining unit (hereinafter called the grievant) or the Association that there has been violation, misinterpretation or misapplication of a specific article or section of this Agreement.

Any grievance in which the Association is named will identify by name each member of the bargaining unit alleged to have been harmed as a result of the grievance.

Tutors may grieve only such articles and sections listed here as being the rights, privileges, etc., of tutors.

400.2 Definition of Days

The term "days" shall mean teacher working days except at the end of the school year when it shall be defined as Central Office working days.

400.3

A grievant may appear in his/her own behalf or shall have the right to Association representation at the informal procedure and at Steps I, II, and III of the Grievance Procedure. When the grievant appears in his/her own behalf the Association will be notified and may attend and may become a party to the grievance.

The Board, Association, and the grievant shall receive written copies of documents and dispositions at all steps of the grievance procedure.

400.4

No reprisal of any kind by either the District or the grievant shall be directed against the other as a result of the exercise of rights set forth in this Article. No reference of the grievance shall be recorded in the grievant's personnel file.

400.5

If a grievance appears to arise from the actions of an administrative office other than the principal of a school and affects a group or class of bargaining unit members, informal procedures shall be followed prior to moving to Step II.

400.6

Grievances based on a specific overt act or incident must be initiated within fifteen (15) days of the occurrence of that act or incident. Grievances based on a developing situation or a sequence of acts, or upon a covert act or condition shall be filed in writing within the school year in which the situation exists.

400.7

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

400.8

Failure at any step of the procedures to communicate the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next step.

SECTION 401 GRIEVANCE PROCEDURES

401.1

When a grievance arises, an attempt shall be made by the grievant to resolve the dispute through informal discussions before a written grievance is submitted.

Step I

If the grievance is not resolved at the informal meeting or if an act or condition recurs which has been previously presented through informal procedures by a bargaining unit member, within five (5) days the grievant must reduce the claim to writing on the appropriate form and submit it to his/her principal or immediate supervisor. Within five (5) days of the receipt of the grievance, the principal or immediate supervisor shall conduct a hearing and respond in writing to the claim within five (5) days of the hearing.

Step II

If the grievant is not satisfied with the disposition of the grievance at Step I, he/she may appeal within ten (10) days of the hearing in Step I to the Superintendent. Within five (5) days of the receipt of the grievance, the Superintendent or his/her designee shall conduct a hearing. The Superintendent or his/her designee, shall respond in writing to the grievant within five (5) days of the hearing.

Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, he/she may appeal to have the grievance reviewed by an impartial arbitrator. Said appeal must be received by the Superintendent or his/her designee within ten (10) days of the hearing in Step II.

Within five (5) days after receipt of the notice of appeal to arbitration, the parties will request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitrator will be selected from the list provided. If the parties are unable to agree, additional lists may be requested to a maximum of two (2) additional lists. The conduct of the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

401.2

The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

401.3

The fees and expenses of the arbitrator shall be paid by the non-prevailing party. If the non-prevailing party is not clearly identifiable, the arbitrator's fees and expenses shall be apportioned between the parties by the arbitrator.

401.4

Nothing in this Agreement shall be construed to deny the bargaining unit member, or its representatives, the Administration and/or the Board, the right to seek redress by law.

ARTICLE V

ASSOCIATION RIGHTS

The Association's following rights are exclusive of any other organization representing teachers.

SECTION 500 USE OF DISTRICT FACILITIES

- A. Use of District facilities (except the District Service Center) for meetings. Meetings shall be arranged as to not interrupt normal school activities.
- B. Use of school equipment located in District facilities (except the District Service Center) such as duplicating machines, typewriters, computers/technology, calculators, audio visual equipment, etc. The Association shall be responsible for damage to Board equipment provided, however, that such damage was due to Association negligence and not normal wear and tear. Board purchased consumable materials used by the Association (i.e., paper) shall be paid for by the Association at Board cost.
- C. Use of faculty bulletin boards for Association related communications.
- D. Use of the internal mail system for Association related communications.
- E. At the conclusion of building staff meetings and District-wide staff meetings, SWEA representative(s) shall be given reasonable time to conduct Association business.
- F. The SWEA President shall be allotted reasonable time at the first District staff meeting of the school year to address the staff. Reasonable time shall also be allotted for the Association President or his/her designee at the new teacher orientation day.

**SECTION 501
PAYROLL DEDUCTION OF
ASSOCIATION DUES AND FEES**

A. Bargaining unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

1. The Association will submit a written authorization signed by the bargaining unit member for payroll deduction on a form provided by the Association to the Board's Treasurer on or before September 20th of any year the bargaining unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year.
2. On or before September 20th of each year, the Treasurer of SWEA will submit to the Treasurer of the Board a statement indicating the following for each Association member:
 - a. the bargaining unit member's full legal name,
 - b. his/her social security number,
 - c. the monthly and annual dollar amount to be payroll deducted.
3. All deductions shall be made over eleven (11) or twenty-two (22) pays during the months October through August. For new bargaining unit members hired after January 1, 2000 all deductions will be made over twenty-two (22) pays for new employees. Persons employed subsequent to September 20th in

any school year who elect not to become members of the Association, shall be subject to the "fair share fee," in an amount to be determined by the Association.

4. If a bargaining unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's Treasurer receives notification of such revocation.
 5. The Treasurer of the Board will remit, on a monthly basis to the Treasurer of SWEA, payment of those dues and "fair share fees" which were payroll deducted. A computer listing will be sent along with the payment indicating those employees from whom the deductions were made and amount so deducted.
- B. Pursuant to ORC Section 4117.09 (C) and as a condition of employment, each bargaining unit member who is not a member of the Association by the thirtieth (30th) calendar day of each school year or by the thirtieth (30th) calendar day after his/her initial employment with the Board whichever is later, shall have equal payroll deductions beginning with the second (2nd) pay in January, a "fair share fee" which shall not be more than one hundred percent (100%) of the dues paid by members of the Association and its unified affiliates. In conjunction with the provisions of this section, the Association will provide a list of names

to the Board's Treasurer of those unit members who are not members of the Association and the total "fair share fee" to be deducted for each.

The Association shall provide adequate notification to non-members of the fair share fee and their opportunity to object to the amount of the fee prior to the deduction of the fee. The notice shall include the expenses for the year divided into chargeable expenditures and non-chargeable expenditures. The fee shall represent the portion of the dues allocable to negotiating and administering the Collective Bargaining Agreement.

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09 (C) for challenging the amount of the representation fee. This procedure will be given to each member of the bargaining unit who does not join the Association. This procedure, notice and rebate shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The procedure shall provide for a reasonably prompt decision by an impartial decision-maker in the event any monies are disputed. Upon timely demand, non-members may apply to the Association for immediate advance reduction of the fair share fee pursuant to the internal procedure adopted by the Association. The advance reduction shall be the proportionate amount of monies expended for partisan political or ideological purposes not germane to the Association's work in the realm of collective bargaining. The Association shall escrow all monies that might reasonably be disputed.

The Association agrees to hold the Board harmless in any suit, claim or

administrative proceeding arising out of or connected with the imposition, determination or collection of "fair share fee" and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding provided the following conditions are met:

1. The Board shall notify the SWEA President in writing within ten (10) workdays, exclusive of holidays, of any claim made or action filed against the Board of which indemnification may be claimed.
2. The Association has the right to designate counsel to represent and defend the Board. The Board may designate its own counsel to assist in the defense. The Board may at any time elect to waive the right of indemnification and provide its own defense.
3. The Board agrees to:
 - a. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding,
 - b. permit the Association to intervene as a party if so desired, and/or
 - c. not oppose Association applications to file briefs amicus curiae in the action.
4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the "fair share fee" contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a legal order) or misapplies the "fair share fee" contract provision.

As used in this Article, the term "Board" includes Board members, the Treasurer, Superintendent, and all members of the administrative staff.

**SECTION 502
RELEASE TIME FOR ASSOCIATION
OFFICERS AND MEMBERS**

The Association will be provided annually a number of days of Association Leave equal to five (5) percent times the total number of members in the bargaining unit, (rounded to the nearest whole number) during which time designated bargaining unit members may be absent from duty with pay for the purpose of conducting the professional business of the Association.

When one of these days is used, the President shall notify the Personnel Manager of the date of absence of the person using the day, and the substitute employed to replace the person.

Substitutes shall be assigned through the regular established procedure. Such notification shall be in writing. The President or his/her representative who is absent shall fill out the reverse side of Form PERS-510, and send it to the Personnel Manager.

When it is anticipated that four (4) or more members will be absent at the same time by reason of Association Leave, the President will provide at least ten (10) days advance notice.

When Association Leave is used for the attendance of an officially elected delegate to the semi-annual OEA convention, the Board will pay for the substitute teacher for each delegate as needed. These days are not counted in the allotment of days as listed in the first paragraph of this Section. No other delegate expenses will be paid by the Board.

The President will provide Personnel Manager with a list of the official delegates and the day they will be absent from their regular assignment. Each delegate who is absent from his/her regular assignment shall fill out the reverse side of Form PERS-510 and send this to the Personnel Manager.

Released time may be granted by the Superintendent or designee to Association representatives when attendance at such meetings is requested by the Superintendent or designee or when such attendance is beneficial to both the administration and the Association. Released time will be granted for grievance arbitration proceedings, when held during regular school hours, to the grievant and to a maximum of four witnesses.

An unpaid leave of absence equivalent to one-half (1/2) time each for the Association President and Vice-President will be granted for each school year for the purpose of conducting Association business.

Leaves for Association business will be requested by the Association President and Vice-President not later than June 1 of each year. The President and Vice-President will meet with the Superintendent or designee and each building principal to determine the schedule of leave and the details of return to full service.

Such leaves shall be granted for one (1) school year and shall be renewed upon request of the Association by June 1st of each year. The specific individuals on such leaves shall not be changed during the school year except as a result of a change in election of officers of the Association and with thirty (30) days notification of the Board. The Association shall reimburse the Board for all benefit costs (including, but not limited to, insurance and retirement costs paid by the Board on behalf of the President and Vice-President for such

period as each is on leave). The cost of any substitute employed by the Board will be paid by the Board.

Persons returning from leave granted under this section shall return to the position previously held and will be afforded the same rights and benefits as if that person had not been absent by reason of the leave, except that such person will complete that portion of any limited contract remaining at the time the leave commenced.

Upon request of the Association, a bargaining unit member elected to a full-time state or national office of the Association's affiliate organization, shall be granted a Leave of Absence without pay for the duration of the term of office but not to exceed three (3) consecutive school years. The Association shall reimburse the Board for all benefit costs (including, but not limited to, insurance, salary, and retirement costs paid by the Board on behalf of the state or national officer for such period as said individual is on leave). Additional years shall be granted by the Superintendent if the bargaining unit member remains a state or national officer. A person returning from such leave granted under this paragraph shall be returned to a position in the district for which the unit member is certificated/licensed.

SECTION 503 COMMITTEE REPRESENTATION

The Association shall have the right to appoint a designated Association representative to each district committee or subcommittee. Upon written request of the Superintendent, the Association shall designate a representative to serve on any such committee.

ARTICLE VI

SEQUENCE OF CONTRACTS

SECTION 600 IN ACCORDANCE WITH LAW

All contracts granted by the Board to bargaining unit members shall be issued in accordance with ORC Sections 3319.07, 3319.08, and 3319.11 of the Ohio Revised Code, except as may be expressly provided otherwise within this Agreement. Section 605 shall supersede any conflicting provision of Ohio law.

SECTION 601 ONE YEAR CERTIFICATE/ LICENSE HOLDERS

Bargaining unit members holding a one (1) year certificate/ license shall be eligible to receive one (1) year contracts only.

SECTION 602 PROVISIONAL CERTIFICATE/ LICENSE HOLDERS

Bargaining unit members holding a provisional certificate/license, or one of higher grade that meets the required teaching standards shall be granted contracts in the following sequence:

- A. The first contract granted a beginning bargaining unit member shall be a one (1) year limited contract.

NOTE: An experienced teacher beginning employment in the District may be granted either a one (1) or a two (2) year limited contract.

- B. The second contract granted a bargaining unit member shall be a one (1) or a two (2) year limited contract.
- C. The third contract granted a bargaining unit member shall be a two (2), three (3), or a five (5) year limited contract.

- D. The fourth and subsequent contracts granted a bargaining unit member shall be a five (5) year limited contract.
- E. A bargaining unit member who is placed on marginal while holding a one (1) year contract or during the final year (the year the contract expires) of a multi-year contract, and who is granted a subsequent contract at the expiration of the current contract, will receive a one (1) year probationary contract.

Satisfactory performance during that year on the probationary contract will enable the bargaining unit member to return to the normal step on the established sequence of contracts.

F. Supplemental Contracts

Supplemental contracts will be granted on a one (1) year basis.

- 1. Supplemental contracts include the following positions and such other supplemental positions as the Board may establish. The listing of any supplemental position does not require that the position be filled.
 - a. Support Personnel supplemental contracts are those issued for positions listed in Appendix C.
 - b. Extra-Curricular supplemental contracts are those issued for positions listed in Appendix B. Section 605 will not apply to non-renewal of Extra Curricular Supplemental Contracts. All Extra Curricular Supplemental contracts will expire at the end of the stated term without the need for specific Board action of non-renewal. Board action to renew Extra Curricular Supplemental Contracts for bargaining unit members will

occur prior to April 30 of each year.

- c. Extended Service supplemental contracts are those issued for positions listed in Appendix D.
2. The resignation, retirement, termination, or non-renewal of the teaching contract of any member of the bargaining unit shall include any supplemental contract held by that bargaining unit member.
3. Support Personnel Supplemental Contracts (Appendix C) will be issued annually and renewed from year-to-year. If a bargaining unit member holding a Support Personnel Supplemental Contract assignment has been evaluated as provided in Section 1101 of the Agreement and found to be ineffective in the assignment, the Support Personnel Supplemental Contract for the assignment may not be issued for the next year. In the event that a Support Personnel Supplemental Contract is not awarded, the member will be reassigned to a position for which the member is certified/licensed.
4. Positions described on Appendix D will be evaluated using the evaluation forms mutually developed for those positions. All such evaluations will be conducted using the timelines and procedures of Article XI. After September 1, 1998, the evaluations of Appendix D positions will include all duties of the positions and no separate evaluations shall be required with respect to the supplementals.

SECTION 603 CONTINUING CONTRACTS

Continuing contracts shall be issued as provided by ORC Section 3319.11:

- A. Bargaining unit members who possess or obtain a professional or higher grade certificate/license are responsible for filing said certificate /license with the Personnel Office at the earliest possible date. Such certificate/license must be on file no later than April 1st of the year the bargaining unit member's contract is expiring in order for the member to be considered for a continuing contract.

A bargaining unit member who expects to be eligible for the award of a continuing contract prior to the end of April, must notify the member's building principal not later than October 1, of the school year in which the eligibility is expected. Failure to notify the principal within the time required will render the member ineligible for the award of a continuing contract for one (1) school year.

Notwithstanding any other provision of this Agreement, the Board may, if it determines to re-employ such member issue a one (1) year limited contract of employment to the member for the next succeeding school year.

Prior to September 20 of each school year, the board will notify all bargaining unit members in writing of this policy.

- B. A bargaining unit member whose contract does not expire at the end of the current year, who completes requirements for continuing contract by obtaining a professional or higher grade certificate/license and meeting all other requirements, may request consideration for a continuing contract.

In such case the teacher must have the certificate/license on file and request consideration on or before October 1st.

SECTION 604 PART-TIME EMPLOYEES

Bargaining unit members who are employed less than full-time are not covered by the sequence of contracts as outlined above. Each of those situations will be considered on an individual basis but the usual recommendation will be for a one (1) year contract.

Except for part-time employees hired prior to January 1, 1988, service as a part-time employee shall not be considered as service for purposes of the eligibility of such bargaining unit member, for a continuing contract. A part-time bargaining unit member may be assigned to a full-time teaching position as follows:

- A. The part-time bargaining unit member desiring full-time employment for the next succeeding year will notify the Personnel Manager in writing of the member's desire for full-time employment.

Such notice shall be given by May 1. Upon giving such notice the member will be placed in a reassignment pool for assignment to a full-time position for which he or she is certified/licensed or, if no such position is available, to a part-time position.

- B. 1. Part-time bargaining unit members in their initial year of employment hired after January 1, 2000, will be granted an interview for positions.
2. Part-time bargaining unit members hired before January 1, 2000, and for those in Item 1 above after their initial year of employment, will be offered a teaching position for which he or she is certified/

licensed prior to the employment of any new persons for such positions. This provision also applies to full-time bargaining unit members who elect a part-time assignment.

**SECTION 605
NON-RENEWAL OF LIMITED
CONTRACTS**

- A. The Superintendent shall, on or before the first of April, deliver or cause to be delivered to the teacher, a written notification of the intent of the Superintendent to recommend to the Board that the teacher will not be re-employed at the expiration date of the limited contract.

Reasons for the decision to non-renew must be stated in the letter. Evaluation data or other information in support of the recommendation will be made available to the teacher or designated representative upon request.

1. In the event that the teacher desires a meeting with the Board, the teacher shall deliver or cause to be delivered, a written request to the Treasurer of the Board and Superintendent.
 2. The Board will give the teacher at least twenty-four hours written notice of the date, time and place of the meeting.
 3. The meeting shall be of private nature and shall be conducted in executive session of the Board.
 4. The teacher shall have the right to be accompanied at the meeting and to be represented by a representative(s).
- B. If the Board overrules the recommendation of the Superintendent

for renewal, written reasons must be given for non-renewal by the Board.

1. In the event that the teacher desires a meeting with the Board, the teacher shall deliver or cause to be delivered, a written request to the Treasurer of the Board and the Superintendent. This request shall be made within seven (7) days of the Board action.
 2. The meeting will be held at the next regularly scheduled meeting of the Board.
 3. The meeting shall be of private nature and shall be conducted in executive session of the Board.
 4. The teacher shall have the right to be accompanied at the meeting and to be represented by a representative(s).
- C. The employment contracts of teachers who have completed at least three consecutive limited contracts* of employment with the District will not be non-renewed except for just cause. For purposes of this paragraph, no supplemental contract shall be construed as a limited contract.
- D. The Board and the Association intend, to the fullest extent permitted by law, that the provision of this Agreement regarding the renewal and non-renewal of expiring limited contracts and the rights of the parties following such renewal or non-renewal shall supersede and take the place of any and all provisions of Revised Code 3319.11 and 3319.111 as such provisions currently exist or may hereafter be amended.

* If the third consecutive contract has a duration of five (5) years, then the just cause provision will apply to that contract.

**SECTION 606
MAINTENANCE OF
CERTIFICATION/LICENSURE**

- A. Bargaining unit members hired on or after January 1, 2000, will maintain in effect all teaching certificates/licenses* held on the date of hire for a period of five (5) years.
- B. Bargaining unit members hired prior to January 1, 2000 will maintain in effect all teaching certificates/licenses required to meet their current assignments.
- C. Bargaining unit members who fail to maintain certification/licensure for any area of their current assignment will be paid on the substitute rate of pay and assigned duties as substitute teachers for a period of up to sixty (60) school days beginning September 15th or until renewal of certification/licensure, whichever is sooner. If the bargaining unit member is assigned duties in his/her current assignment, the individual shall be responsible for lesson plans. If the only available courses necessary for recertification are offered during the bargaining unit member's normal teaching day, he/she will be permitted to take those courses with resulting loss of pay for those days absent. If the certificate has not been renewed at the end of sixty (60) days, the bargaining unit member shall be deemed to have abandoned employment with the District and all rights of employment shall end at that time.

This provision also applies to the bargaining unit member who has failed to meet the requirements to be granted the first five- (5) year professional educator license.

- D. The Board will incur the cost of one BCI check for each Bargaining Unit Member

once every five (5) years, if done through the South-Western City Schools.

* As used herein, the term "teaching certificate" includes licensure for those members subject to licensure, and permanent certification for these members hired with temporary certification.

SECTION 607 CHANGES IN LAW

If, during the term of this Agreement there is a change in Ohio law governing the award of continuing teaching contracts (ORC 3319.08 or 3319.11) or the termination of teaching contracts (ORC 3319.16, 3319.161) which impacts the rights or responsibilities of the Board, the Association, or the bargaining unit members, the Board or Association may reopen negotiations for the sole purpose of negotiating over such change(s) in the law. The right to reopen may be exercised by either party by written notice to the other not earlier than 45 days prior to the effective date of the legislation, nor later than 45 days after the effective date of the legislation. Negotiations will be conducted in the manner provided in Article III.

ARTICLE VII

LENGTH OF CONTRACTUAL YEAR

SECTION 700 BARGAINING UNIT MEMBERS

The bargaining unit members' annual term of employment shall include the number of days which the Board adopts in the annual school calendar. The school calendar for bargaining unit members includes a maximum of 185 days of obligation.

SECTION 701 THOSE ON EXTENDED TIME

Bargaining unit members working in positions where extended service beyond the regular bargaining unit members' year of 185 days are granted will work the number of extended days as approved by the Board. The actual dates of the extended time will be determined in accordance with Appendices C and D. Bargaining unit members working extended service will be paid a rate of pay as determined by the daily rate for their 185 day contract year inclusive of the support personnel salary ratio and exclusive of any other extended service or additional duty compensation. All extended service time will be awarded by supplemental contract.

ARTICLE VIII

PROMOTIONS, ASSIGNMENTS AND TRANSFERS

SECTION 800 PROMOTIONS

800.1 Definitions

Promotional positions are defined as those which pay a salary differential.

800.2 Vacancies

Vacancies in promotional positions which are caused by death, new positions, retirement, discharge, resignation, shall be filled pursuant to the following:

Promotional positions will be posted in the manner prescribed in Section 802.2, except they shall be posted year round.

Positions will be held open for a period of five (5) working days.

Bargaining unit members who have notified the Personnel Manager of a desire for promotion in a specific area(s) (with such areas being listed in the notification to the Personnel Manager) shall be notified by mail or contacted by telephone of vacancies occurring while school is not in session.

800.3 Request for Interview

Bargaining unit members who have applied for a vacant promotional position and who have not been selected for interview will be interviewed if they are certified and request an interview in writing.

SECTION 801 ASSIGNMENTS

801.1 Responsibility of Personnel Manager

Assignment of Human Resources - Although members of the administrative and supervisory staff may recommend placement of teachers, the Superintendent is legally responsible for all assignments; however, in the District this duty is delegated to the Personnel Manager. Notification shall come from the Personnel Department.

801.2 Responsibility of Building Principal

Assignment of individual bargaining unit members to particular class schedules within the adopted general schedule of teaching hours will be made by the Building Principal. Each bargaining unit member shall be granted a conference, if requested, during which he/she may state an assignment preference.

801.3 Assignment in Area of Certification/Licensure

In order to assure that pupils are taught by teachers working within their areas of competence, bargaining unit members will not be assigned, except temporarily and for good cause, to subject and/or grades or other classes outside the scope of their teaching certificates and/or major or minor fields of study.

801.4 Notification of Assignment

Bargaining unit members should be notified by the last day of the school year of their tentative assignment. Each member is subject to assignment annually with the welfare of the students as the primary consideration. The Superintendent reserves the right to make reassignments at a later date if, in his/her judgment, it is to the best interest of the students and

schools. Bargaining unit members involuntarily reassigned to a different teaching position after the first day of school will be provided a substitute for up to two (2) days as necessary to prepare for the new assignment.

801.5 Regular Bargaining Unit Members' Preference

Bargaining unit members presently employed in the District shall receive first consideration in their requests for assignment and/or transfer.

Regularly employed bargaining unit members will be given preference for appointment as teachers in the adult education, summer school, and home instruction programs of the district, if such employment does not interfere with regular teaching duties.

801.6 Assignment to Extra Curricular Supplemental Positions/Home Instruction/Adult Education/Summer School

The principal shall be responsible for recommending staff members for extra curricular supplemental positions within his/her building to the Superintendent or his/her designee. Those persons recommended shall be certificated teachers from the District staff, with exception being made only with approval of the Superintendent or his/her designee consistent with the provisions of ORC Section 3313.53.

It is recognized that members of the bargaining unit holding positions listed on the support personnel salary schedule, as well as department heads and athletic director will be ineligible for most supplemental positions due to the time commitments.

All Head Coaching positions shall be posted district wide for a period of five (5) days. All other extra curricular supplemental

positions shall be posted for a period of five (5) days in the building where the vacancy exists.

All job openings for positions in Adult Education will be posted in each building for a period of five (5) days as such jobs become available. Response to job postings will be in writing and shall be submitted to the Personnel Manager. Such response shall include a resume listing the applicant's qualifications for the job posted.

Bargaining unit members who wish to be considered for appointment to home instruction or summer school positions may submit written expression of interest to the Personnel Office. Such communication will be kept on file for the remainder of the school year.

801.7 Reassignment within Building

Reassignment within building (K-8) when the FTE in grade level positions stays the same or increases whenever it becomes necessary, due to changing enrollment patterns, to make assignment changes within a building, the principal shall make the reassignments on a voluntary basis to the mutual satisfaction of the bargaining unit members at the affected grade level(s). If this is not possible, then the choice of assignments shall be given, in turn, to the affected bargaining unit member(s) with greatest seniority until all reassignments have been made. Reassignments within a building will be made prior to the posting of determined vacant teaching positions.

801.8 Teacher on Special Assignment

801.81 Special Assignment Defined

The position of bargaining unit member on special assignment is one established for the purpose of addressing specific needs of the

District which are of a temporary nature.

801.82 Duration

Special Assignments may continue for a period of up to two years. Continuation of a special assignment beyond two years will be subject to bargaining.

801.83 Guidelines

- A. Special Assignment positions will be determined by the Superintendent. Such assignments may be suggested by the Association;
- B. Special Assignment positions that are promotional will be posted and filled pursuant to Section 800.2.
- C. Non-promotional special assignment positions will be filled in one of two ways:
 - 1. In accordance with Section 800.2, except that the Board may limit the number of interviews for a given position to ten (10) based on a published screening process.
 - 2. At the discretion of the Board.

SECTION 802 TRANSFERS

802.1 Vacancy Defined

Vacancies in bargaining unit positions are those non-promotional positions vacated as a result of death, resignation, retirement, termination of contract, non-renewal of contract, transfer, or the grant of a disability leave of absence for a

duration of one year or more, promotion or the creation of a new position. The existence of a vacancy and selection of the person to fill that vacancy shall be determined by the Superintendent. When the Superintendent determines that a vacancy is to be filled it shall be filled as follows:

802.2 Posting

During the period beginning March 1 to and including the last day of the school year for pupils, vacancies to be filled for the next school year shall be posted on a designated bulletin board in each district building for a period of at least five (5) days along with a copy of each posting to the Association President. After the last day of the school year for pupils and until July 31, vacancies and promotional vacancies will be posted in the central office and on the school district's telephone voice mail system for at least five (5) days. A copy of the central office posting will be mailed to the Association President each week those vacancies are posted. The Association will notify the members of the procedures for accessing the voice mail system. The Association President will receive a transcript or posting of each voice mail recording.

802.3 Application

802.31

Bargaining Unit Members may apply for vacant positions by submitting a written application (form PERS-507) to the Personnel Office during the posting period. Section 800.3 is applicable to transfer applications.

802.32

There may be situations and times when a bargaining unit member is not selected for a vacant position. A bargaining unit member not

selected to fill a vacant position may request a conference. At such conference the member will be given the reason or reasons for denial of the transfer request.

802.33

Bargaining unit members who have requested transfer in two consecutive years and who have not been transferred during that period may appeal a subsequent denial to the Personnel Manager, who will review the denial and make a reassignment or give the unit member written reasons for not reassigning.

802.4 Regular Bargaining Unit Members' Preference

Bargaining Unit Members presently employed in the District shall receive first consideration of their request for assignment to a vacant position.

802.5 Involuntary Transfers

802.51

Involuntary transfers will only be made after a conference between the employee being transferred, principal, or immediate supervisor, and the Personnel Manager. An Association representative may be present at the option of the employee.

802.52

A bargaining unit member being transferred at the initiation of the administration shall be told of the reasons for the transfer. These reasons will be reduced to writing at the request of the bargaining unit member. At the time of notification of the impending transfer, the administration shall

supply the bargaining unit member with a list of all available openings for which the bargaining unit member qualifies. The bargaining unit member will continue to receive information on openings on a timely basis until he/she has been placed.

802.53

Bargaining unit members being involuntarily transferred will be given preference in interviewing for positions and shall be given preference for available positions prior to new personnel being hired into the district. If more than one bargaining unit member with the same training and certification/licensure is being involuntarily transferred, the bargaining unit member with the most seniority will be given preference in consideration for the position.

802.6 Involuntary Reassignment

Bargaining unit members who are involuntarily reassigned during the period beginning nine (9) calendar days prior to the first day of the school year for pupils or thereafter during the school year will be eligible for additional compensation of up to three (3) days' pay at the teacher's regular daily rate of pay for additional work required by the reassignment. Such compensation will be paid at the rate of one day's pay for each of the following factors involved in the reassignment:

FACTORS FOR K - 6

<u>Maximum</u>	<u>Building</u>	<u>Room</u>	<u>Grade Level</u>
3 Days	X	X	X
2 Days	X	X	
2 Days		X	X
1 Day			X
1 Day		X	

FACTORS FOR 7 - 8

<u>Maximum</u>	<u>Building or Room</u>	<u>Grade Level</u>	<u>Courses Taught</u>
2 Days	X	X	
2 Days	X		X
1 Day	X		
1 Day		X	
1 Day			X

FACTORS FOR 9 - 12

<u>Maximum</u>	<u>Building</u>	<u>Courses Taught</u>
2 Days	X	X
1 Day	X	
1 Day		X

The "Courses Taught" factor shall not come into play where the reassignment becomes effective at the beginning of a semester unless notice of the reassignment is not given at least nine (9) days prior to the first day of the semester.

Payment will be made on the next regularly scheduled pay for the member following submission of form PERS-502.

As used in this Article "involuntary reassignment" does not include classroom or building changes resulting from natural calamity or other conditions beyond the control of the school district. Enrollment increases are not considered a natural calamity.

802.7 Assignment to New Schools

Assignment to new schools will be in accordance with Article VIII. Section 802.5 shall be invoked only after all of the provisions of Article VIII related to posting, interviewing, and reassignment are exhausted.

802.8 Overstaffing Situations

802.81 Overstaffing Situation (K-8)

When the number of bargaining unit members assigned to a building will be fewer than in the preceding school year, the following procedure shall apply. For exclusive use in this policy, the term "grade level position" shall refer to a position in which a bargaining unit member is assigned to teach students in grades K-8, but exclusive of LD teachers, DH teachers, SED teachers, MH teachers, LD tutors, ESL tutors, TESOL teachers, speech therapists, ERI teachers, Title I teachers, technology education teachers, foreign language teachers, art teachers, music teachers, physical education teachers, health teachers, guidance counselors and school nurses. If a building should have an overstaffing situation in one of the previously listed categories (i.e., elimination of one of two LD teacher positions), then the procedure outlined herein shall apply to that category.

1. Once it has been determined that the number of staff members in the building needs to be fewer than in the present school year (hereinafter referred to as an overstaffing situation), the administration

will provide a list of known vacancies.

2. An attempt will be made to resolve the overstaffing situation by voluntary decisions of one or more staff members who choose to apply for, and are accepted in, vacancies in other buildings.
3. If the overstaffing situation is not addressed through Item 2 above, then the least senior (district-wide seniority) bargaining unit member assigned to a grade level position in the building will be displaced. At that time the administration will provide the bargaining unit member with a list of all available openings for which the bargaining unit member qualifies. The bargaining unit member will continue to receive information on openings on a timely basis until he/she has been placed.
4. Bargaining unit members who remain in the building will be assigned to grade level positions by the building principal, pursuant to Section 801.2, except for those placed pursuant to Section 801.7, "Re-assignment within Building," where applicable. Section 801.7 will be applied after the displacement procedure outlined herein.
5. This policy shall not restrict the Board from instituting Article X, Reduction In Force. Neither shall the displacement of one or more bargaining unit members from one or more buildings be an additional reason for instituting a reduction in force

802.82 Overstaffing Situation (9-12)

When the number of bargaining unit members assigned to a high school department or instructional category will be fewer than in the preceding school year, the following procedure shall apply. For the purpose of this policy, the high school departments or instructional categories shall be the following: math, social studies, English, science, business, art, vocal music, instrumental music, physical education, health, German, French, Spanish, family & consumer science, LD, DH, SED, MH, LD Tutor, ESL Tutor, TESOL teacher, ROTC, industrial technology, library/ media, intervention teacher, guidance counselor, and school nurse.

1. Once it has been determined that the number of bargaining unit members assigned to a department or instructional category needs to be fewer than in the present school year (hereinafter referred to as an overstaffing situation), the administration will provide a list of known vacancies.
2. An attempt will be made to resolve the overstaffing situation by voluntary decision of one or more staff members who choose to apply for, and are accepted in, vacancies in other buildings.
3. If the overstaffing situation is not addressed through Item 2 above, then the least senior (district-wide seniority) bargaining unit member(s) assigned to the department or instructional category will be

displaced. At that time the administration will post all available openings. The bargaining unit member will continue to receive information on openings on a timely basis until he/she has been placed.

4. If a bargaining unit member who would otherwise be displaced from the building pursuant to this procedure is the only individual within the department or instructional category who holds a certificate or license required by Ohio Department of Education guidelines, for maintenance of a program or course, that individual will not be displaced. Other individuals that will not be displaced pursuant to this procedure, even if they have less seniority than other members of the department or category, are department heads, the head librarian, the head band director and the head vocal music director. Additionally, the building principal may reserve the right to exempt up to five percent (5%) rounded up of the buildings' bargaining unit members for purposes of maintaining programs. Effective June 30, 2003, the previous sentence shall no longer apply.
5. This policy shall not restrict the Board from instituting Article X, Reduction in Force. Neither shall the displacement of one or more bargaining unit members from one or more buildings be an additional reason for instituting a reduction in force.

802.9 Compensation for Moves to New Buildings

Bargaining unit members moving to new buildings will be responsible for packing and unpacking of items to be moved. Moving of all items will be the responsibility of persons outside the SWEA bargaining unit. Unpacking will take place at times when custodial staff are scheduled to be on duty in the new buildings. Under the direction of the principal, volunteers will be recruited to help bargaining unit members with the move.

Bargaining unit members who move to a new building subsequent to the beginning of a school year shall receive a one-time only stipend (subject to all applicable deductions) of \$200 for the packing and set up of materials. Additionally, they shall have no responsibilities on Central OEA/NEA Day.

Bargaining unit members will not be required to unpack materials during a scheduled holiday break (Thanksgiving or Year-End Recess). However, if the move to a new building is scheduled to take place during such a holiday break, all materials will be packed prior to the holiday break.

ARTICLE IX

TUTORS

SECTION 900 TUTOR YEAR

Tutors shall be scheduled to work not less than 185 days in any given school year effective with the 1997-98 school year.

SECTION 901 TUTOR DAY

Tutors shall be scheduled to work not less than five (5) hours per day. Effective with the 1997-98 school year, tutors shall be paid for three (3) forty-five (45) minute planning periods per week which, at the discretion of the Board, may be included within or added to their regular work schedules. Tutors, at their option, may agree to work less than the five (5) hours, in which case they shall have no entitlement to planning time.

SECTION 902 SALARY

Tutors shall be paid an hourly rate based upon the rates set forth in Appendix "E" to this Agreement.

SECTION 903 INSURANCE

Tutors working five (5) hours or more shall receive the same benefits as other bargaining unit members outlined in Section 1605.07 and its following sub sections. For tutors who, by mutual agreement, work less than five (5) hours per day, the amount paid by the Board for such insurances shall be prorated based upon the number of hours worked divided by seven and one-half (7-1/2).

SECTION 904 EVALUATION

Tutors shall be evaluated in accordance with Article XI.

SECTION 905 CONTRACTS

905.1

Tutors shall receive one (1) year limited contracts. After three (3) years of service in the District, tutors shall receive a one (1), two (2) or three (3) year limited contract. After five (5) years of service in the District, tutors shall receive a two (2), three (3) or five (5) year limited contract. Tutors are not eligible for tenure.

905.2

Should a tutor not be re-employed by the Board the following school year, then he/she shall be afforded all of the procedural due process rights as may be granted other bargaining unit members under the terms of this Agreement.

SECTION 906 TRANSFERS

Although not covered by Article VIII, tutors who apply for vacant positions for which they are certified shall be afforded an opportunity for an interview for posted bargaining unit member positions before candidates from outside the District.

SECTION 907 RIGHTS, PRIVILEGES, AND BENEFITS OF THE MASTER AGREEMENT

Tutors shall be granted the rights, privileges, and benefits of the following articles and sections of this Agreement:

Article	Section
Article I -	Collective Bargaining Agreement
Article II -	Management Rights
Article III -	Negotiations
Article IV -	Grievances
Article V -	Association Rights
Article XII -	Personnel Files
Article XIII -	Leaves Paid
*Article XIV -	Leaves Unpaid
Article XV -	Absences for Other Reasons
	1500 Time Lost with Judicial Proceedings
	1501 Honoring a Deceased Student or Employee
	1502 Attending a Funeral
	1504 Attendance at Professional Meetings and Conferences
	1505 Professional Initiatives Fund
	1506 Tuition Reimbursement

*Leaves under this section shall not be granted beyond the balance of the school year.

Article XVI -	Salary and Benefits
	1601.01 Proper Certification/Licensure
	1601.02 Fulfillment of Employee Requirements for Eligibility of First Pay
	1601.03 Tuberculosis Screening
	1601.06 Contract Terminated Legally
	1601.07 Credit for Over 10 Years Service
	1601.08 Military Service
	1601.10 Employment of Retired Teachers
	1603.01 Time of Payment
	1603.02 Extra-Curricular

- Supplemental Contract Salary Schedule
- 1603.03 Hourly Rate
- Instructors
- 1603.05 In-Service
- 1603.06 Mileage
- Reimbursement
- 1603.07 Confidentiality of Salary Information
- 1603.08 Severance Pay
- 1603.09 Pay During Emergency Closing
- 1603.10 Insurance
- Coverage – Private Vehicle
- 1604 Paycheck Distribution
- 1604.1 Payroll Option Selection Procedure
- 1604.2 Dates of Payment
- 1604.3 Paycheck Errors
- 1604.4 Communications Regarding Payroll
- 1604.5 Direct Deposit of Pay
- 1605 Payroll Deductions
- 1606 Retirement Incentive

Article XVII – Teaching Conditions

- 1700.04 Leave from Building During the School Day
- 1700.06 Unsatisfactory Conditions
- 1700.07 Instructional Materials/Facilities
- 1700.10 Inservice/Workdays
- 1700.15 Central OEA/NEA Day
- 1700.16 Support in Maintenance of Discipline
- 1700.17 Assault or Legal Action
- 1700.18 Bargaining Unit Member Incurring Injury or Damage
- 1700.20 Individual Conference

- Guidelines
- 1700.21 Reports and Check-Out
- 1700.23 Emergency Closing
- 1700.24 Staff Facilities
- 1701.6 Travel Time
- 1701.7 Special Education
- 1701.8 Annual Designated Ordering Day
- 1701.9 Classroom Visitation Guidelines
- 1708 Accommodation of Handicapped Pupils
- 1709 Medical Procedures and Medication
- Article XIX- Drug-Free Workplace Act/Smoking
- Article XX – Site-Based Decision Making

**SECTION 908
TRANSITION**

Effective March 1, 2008, the Board will no longer post or fill any vacancies for tutor positions.

ARTICLE X

REDUCTION IN FORCE

SECTION 1000 REASONS

The Board may institute a reasonable reduction in force by reason of decreased enrollment of pupils, return to duty of regular teachers after leave of absence, discontinuation of programs funded in whole or in part by other agencies, or by reason of suspension of schools or territorial changes affecting the District in accordance with ORC Section 3319.17 or for financial reasons. No teacher shall have his/her teaching contract non-renewed for purposes of reduction in force.

1000.1 Procedures for Making Reduction in Force

- A. The teaching staff and the Association will be notified of the need to implement the reduction in force policy.
- B. Reductions through retirement and voluntary resignations shall constitute the first reductions made.
- C. The Board shall suspend contracts in accordance with recommendation of the Superintendent who shall, within each teaching field affected, give preference to bargaining unit members on continuing contract and to bargaining unit members who have greater seniority.
- D. All bargaining unit members on continuing contracts have seniority over those teachers on limited contracts.
- E. A seniority list shall be established for each teaching field affected by the implementation of the reduction in force policy.

- F. A teaching field shall be defined as those grade levels/academic subjects which may be taught within a particular type of certificate issued by the State Department of Education.
- G. A bargaining unit member to be suspended pursuant to this article and section who has certification in another academic area otherwise not affected by such reduction may displace another teacher in such area with such displacement being based on seniority.

1000.2 Bargaining Unit Member Obligation

A. Bargaining unit members on suspended contract status are obligated to keep the Board informed of current address and telephone numbers.

B. Bargaining unit members on suspended contract status are obligated to notify the Board of any change in certification during the time of the suspended contract.

1000.3 Bargaining Unit Members Rights

All bargaining unit members whose contracts are suspended through reduction in force shall be notified in writing and granted the following rights:

- A. In any week that the member has been offered employment, from which the earnings would not exceed unemployment compensation for that week, then the Board will, by contract, remove the unit member from the substitute list. Once removed from a substitute list, the member will not be placed on the substitute list or offered substitute employment without the prior consent of the unit member.

B. They have the right to be notified of any vacancy or newly created position for which they are certificated and qualified.

1. The first attempt to notify the teacher of the opening shall be by telephone.
2. If the bargaining unit member cannot be reached by telephone through normal attempts, a letter notifying him/her of the opening shall be sent by registered mail to the bargaining unit member's last known address.
3. The Board is obligated to wait five (5) days after posting of the registered letter for a response from the bargaining unit member.
4. Rejection of a position offer by a bargaining unit member on the reduction in force list shall be considered as a resignation, and a letter indicating the rejection of the position shall be placed in the bargaining unit member's file.

C. They have the right to exercise their conversion privileges on any and all group insurance plans in effect at the time without interruption of benefits.

D. Those bargaining unit members whose continuing contracts are suspended shall have the right of restoration to continuing service status in order of seniority when teaching positions for which they are certificated, or for which they become certificated, are made available.

1000.4 Procedures for Recall

A. The first recall group shall be bargaining unit members holding suspended continuing contracts. They shall be recalled on a seniority basis (most senior recalled first) to fill

positions for which they are certificated.

- B. The next order of recall shall be as follows:

Bargaining unit members on the reduction in force list who have limited contracts will be recalled in order of seniority for open positions for which they are certificated/licensed.

- C. Bargaining unit members placed on the reduction in force list and recalled to employment will carry their previous seniority and shall be placed on the appropriate step of the salary schedule.

- D. No new bargaining unit members shall be employed by the Board while there are members on the reduction in force list who are certificated for any opening of a bargaining unit position.

- E. Bargaining unit members may only be removed from the recall list by one of the following:

1. Acceptance of an offer of recall;
2. Refusal of an offer of recall;
3. Failure to respond to an offer of recall within five (5) days of notification or within five (5) days of the registered mail letter being posted;
4. The passage of two (2) years from the date of contract suspension; or
5. Resignation from employment with the District.

ARTICLE XI

STAFF DEVELOPMENT/EVALUATION

SECTION 1100 PROFESSIONAL STAFF EVALUATION

The Association recognizes the right, duty and responsibility of administrators to make continuous evaluation of the performance of personnel for the purpose of providing a sound basis for personnel improvement and evaluation of personnel effectiveness.

This evaluation should serve to identify personnel strengths and limitations through use of the accepted evaluation form.

All observations and evaluations shall be done openly with the personnel being evaluated.

Any written evaluation shall, after a review by both parties, be signed by each and a copy of the evaluation given to the person being evaluated.

Evaluation should be a continuous process with professional growth being the basic goal.

All bargaining unit members, whose contracts expire at the end of the year, must be formally evaluated before a new contract recommendation is made. This formal evaluation shall include all criteria deemed valid by the Association and the Board.

SECTION 1101 PROGRAM OF PROFESSIONAL STAFF DEVELOPMENT/ EVALUATION

DEFINITIONS

- I. ASSESSMENT - The process of classroom visitations and conferences with a bargaining unit member to

determine the direction for future professional development. Assessment activities will be conducted under the direction and supervision of the unit member's evaluator.

- II. ASSESSOR - An assessor may be a department head, staff development teacher, or other person designated by and acting under the direction and supervision of a unit member's evaluator. If an assessor is a member of the bargaining unit, the assessor will not be required to conduct formal evaluations or make or offer recommendations concerning the employment of any other bargaining unit member.
- III. CERTIFICATED/LICENSED PERSONNEL - All bargaining unit members possessing a teaching certificate/license.
- IV. EVALUATION - A systematic procedure whereby an evaluator acquires and processes the data needed to determine the effectiveness of a bargaining unit member's job performance.
- V. EVALUATOR - An evaluator is the person responsible for conducting the evaluation of bargaining unit members for whom evaluation is required under this agreement. An evaluator may be a principal, assistant principal, or immediate supervisor. The definition of evaluator shall not preclude the use of other non-bargaining unit personnel in the evaluation process either under the direction of the evaluator and upon notice to the unit member involved, or at the request of the bargaining unit member.

In those instances where the evaluator is a person other than the building principal, the unit member will be notified of the identity of the evaluator by October 1st of each year. When the

identity of the evaluator is changed during the year, the member will be notified of the identity of the new evaluator.

VI. GOAL - An aim, a general statement of purpose.

VII. IMMEDIATE SUPERVISOR - The person identified as the evaluator for those bargaining unit members not under the direct supervision of a building principal.

VIII. MARGINAL - Ineffective job performance.

IX. OBJECTIVE - A statement of desired changes to be produced, stated in terms which are observable and measurable. A statement of observable and measurable achievements directed toward goal attainment.

X. SIGNIFICANT JOB PERFORMANCE OBSERVATION -

Observation, conducted by an evaluator, of such length to insure bargaining unit members an opportunity to illustrate a general or typical mode of operation, student behavior, and/or subject matter competency.

A. An evaluator has the right to visit and observe a bargaining unit member at any time. Significant job performance observations will be conducted in keeping with this agreement. A bargaining unit member may request that the evaluator give advance notice for one (1) of the significant observations. A bargaining unit member may wish to inform the evaluator of specific types of classroom activities which would be representative of his/her teaching skills.

- B. Within five (5) school days, the evaluator will schedule a personal conference to discuss the observation.

This conference will be held within ten (10) days after the observation.

- C. At the post-observation conference, the evaluator will give the bargaining unit member a written summary containing, but not limited to, the following information:

1. Name and position of person making the observation.
2. Date of visitation.
3. Time of day.
4. Length of time evaluator spent in observation.
5. Number of students in class, if applicable.
6. Type of class (e.g., 5th grade, chemistry, DH, etc.) if applicable.
7. Extenuating circumstances, if any.
8. A brief outline or summary of points and suggestions to be discussed in the conference.

- D. The written summary made at the time of the post-observation conference shall contain the following statement:

My signature indicates that I have read this observation summary. Furthermore, I understand that if I wish, I may add any statement that will amplify or explain its contents.

Bargaining Unit Member's Signature

Date

Evaluator's Signature

Date

- XI. STAFF DEVELOPMENT - Functions C, D, E, and F.
- XII. TRACK I - Bargaining unit members whose contract will not expire at the end of the current school year are included in the Track I.
- XIII. TRACK II - Bargaining unit members whose contract will expire at the end of the current school year are included in the Track II.
- XIV. TRACK III - Bargaining unit members whose job performance has been determined ineffective regardless of the date of contract expiration.
- XV. Professional Growth Plans - With specific reference to Professional Growth Plans,

- IF**
 - 1) a bargaining unit member has had more than one significant job performance observation **and**
 - 2) a measurable area needing improvement has been noted on each,

THEN The bargaining unit member may be urged by his or her evaluator to participate in a professional growth plan because the evaluator can justify that specific guidance and activities are necessary to achieve the desired improvement in performance.

Summarizing, the evaluator and member should jointly develop the plan. The need for the plan should be identifiable in previous observation write-ups or evaluations. Areas needing improvement should be measurable. Professional Growth Plans

are neither a new name nor a substitute for Professional Goals and Objectives. These documents are separate issues. Professional Growth Plans will be developed on an "as needed" basis consistent with their purpose stated herein.

GENERAL GUIDELINES

- I. The Staff Development and Evaluation Program will be applicable to all bargaining unit members.
- II. Also included under this program will be support personnel and extended service supplemental contracts.
- III. Extra curricular supplemental contracts shall not be covered by this program.
- IV. All bargaining unit members will be involved in this continuous staff evaluation program. It is further understood that not all certificated personnel will be formally evaluated annually.
- V. This program will include three (3) tracks. The tracks will identify the involvement of the professional staff members and the responsibilities of the person(s) implementing the staff development and evaluation program.
- VI. Bargaining unit members will be placed in the appropriate track as determined by their contract status and performance. This placement may be revised in relationship to the member's performance during the year. However, when this is done, the bargaining unit member shall be notified in writing.
- VII. The evaluation, record, and report aspects of this program shall be a continuous process. However, the legal requirements for re-employment of certificated personnel make it

imperative that certain deadlines for evaluation and reporting results of the evaluation be established. Each evaluator shall be responsible for submitting appropriate reports to his/her principal and/or the Personnel Department.

**Functions To Be Implemented and
Deadline Dates**

A. FUNCTION: Building Continuous Improvement Plan

The principal, his/her administrative team and the staff will cooperatively develop the Continuous Improvement Plan by June 1st for the next school year.

These will then be discussed, reviewed and redefined with the entire staff by the end of the first week of school the following year.

These are to be submitted to the Assistant Superintendent - Curriculum or his/her designee.

By the end of the school year, the principal will file a report concerning the attainment of Building Continuous Improvement Plan. This report will be filed with the Assistant Superintendent - Curriculum or his/her designee.

B. FUNCTION: Scope Of Job

After formal written evaluations are completed and submitted on April 10th, work should begin immediately to prepare for the following year. The evaluator will review the role of the position with the bargaining unit member. The position description shall be used to help define the expectation of the role.

C. FUNCTION: Assessment

The assessor(s) will observe and confer with the bargaining unit member and will prepare a written summary of this assessment.

The bargaining unit member will receive a copy of this summary, and the assessor(s) will retain a copy.

The principal or his/her designee may request a copy which shall be returned to the assessor within ten (10) days.

D. FUNCTION: Professional Goals & Objectives

The evaluator and/or assessor will meet with each bargaining unit member, individually or in small groups, to develop professional goals and objectives for each bargaining unit member.

Evaluators and/or assessors may offer suggestions to be included in a bargaining unit member's professional goals and objectives. After considering these suggestions, the final contents will be at the professional discretion of the bargaining unit member. At least one of the bargaining unit member's professional goals shall relate to the building's Continuous Improvement Plan.

E. FUNCTION: Implementation

This is a continuous process from year to year and from establishment of goals and objectives through to culmination. Individual bargaining unit members will be provided with inservice experiences and supportive service necessary for achieving his/her goals and objectives.

F. FUNCTION: Progress Reports Of Professional Goals and Objectives

The bargaining unit member will submit to his/her assessor a progress report on his/her professional goals and objectives.

G. FUNCTION: Written Evaluation

Members of the bargaining unit who will be evaluated by a person other than their building principal will be notified of their evaluator by October 1st. Members will be notified of any change in evaluator.

A formal written evaluation report of the bargaining unit member's performance will be submitted to the Personnel Department. This report will also include the evaluator's recommendation concerning the re-employment of bargaining unit members in Track II and Track III.

H. FUNCTION: Deadline Summary

<u>FUNCTION</u>	<u>TRACK I CONTRACTS NOT EXPIRING</u>	<u>TRACK II CONTRACTS EXPIRING</u>	<u>TRACK III MARGINAL</u>
Development of Building CIP	June 1 st	¹ June 1 st	June 1 st
Scope of Job	June 1 st	¹ June 1 st	² June 1 st
Assessment	June 1 st	³ June 1 st	June 1 st
Prof. Goals & Objectives	Sept. 15 th	⁴ Sept. 15 th	Continu ous
Implementation	-----Ongoing-----		

Progress Report of Prof. Goals & Objectives	June 1 st	June 1 st	Continuous
Written Evaluation	April 10 th	April 10 th	

Evaluation of
Building CIP -By End of School Year-

¹Dates will differ for bargaining unit members beginning their first year of employment in the district.

²Date given or when placed on marginal.

³October 15th for bargaining unit members beginning their first year of employment in the district.

⁴November 1st for bargaining unit members beginning their first year of employment in the district.

STAFF DEPLOYMENT

The staff will be deployed in the following manner. Emphasis is placed on each position beginning at the Assistant Superintendent level and encompassing all levels of supervisory responsibility for all certificated personnel.

I. Assistant Superintendent - Curriculum

1. Provide continuous direction for administrators and/or immediate supervisors for implementation of staff development and evaluation program.
2. Approve plan of assistance for improving job performance for bargaining unit members placed on marginal.
3. Identify immediate supervisor in writing to the President of the Association by October 1st of each year.

II. Assistant Superintendent - Curriculum

1. Approve building CIP plans.
2. Assist in the assessment and/or evaluation of bargaining unit members.

III. Directors, Inservice Specialists, Coordinators, and Supervisors

1. Provide inservice programs and/or assistance upon request of the building principal or bargaining unit member.
2. Collect and evaluate data to determine the effectiveness of that program.
3. Assist in the assessment and/or evaluation of bargaining unit members.

IV. Principal

1. Develop and evaluate implementation of building CIP (Continuous Improvement Plan).
2. Direct the inservice program.
3. Direct the program for staff development and evaluation of bargaining unit members.
4. Provide continuous evaluation of program.
5. Evaluate and assess bargaining unit members' performance and make contract recommendations.

V. Assistant Principals may aid in the implementation of the program in the following way:

1. Assist the principal in all his/her functions.

VI. Department Heads, and Staff Development Teachers may aid in the implementation of the program in the following ways:

1. Assess bargaining unit members within their department or building.
2. Assist the principal in the development of building and departmental goals and objectives.
3. Assist bargaining unit members in developing and attaining their professional goals and objectives.
4. Assist the principal in the continuous evaluation of the program.
5. Assist the principal in planning and implementing professional development programs.
6. Assist the principal in the final evaluation of building CIP (Continuous Improvement Plan).

EVALUATION REVIEW COMMITTEE

- I. A Review Committee will be established to review problems arising as a result of the program for staff development and evaluation.
- II. The primary function of the Committee will be to review cases in question in order to determine if the provisions of this Article have been properly implemented.
- III. In the event the bargaining unit member feels the articles and sections of the Agreement for the implementation of the evaluation program have not been met by the administration, the bargaining unit member may request a review of the case by the Evaluation Review Committee.

IV. The Evaluation Review Committee shall be made up of the following personnel:

1. Two (2) central office administrators appointed by the Superintendent.
2. Two (2) Association representatives.
3. One (1) individual mutually agreed upon by the administration representatives and the Association representatives.

V. The bargaining unit member requesting a review must submit the request in writing to the Assistant Superintendent - Personnel by 12:00 noon no later than two (2) days after the administrator's deadline for submitting contract recommendations. The request must list the reasons for the review, stating specifically how the bargaining unit member feels the evaluation procedures have been violated.

VI. The review will be held at least one (1) day prior to recommendations being submitted to the Board and no more than seven (7) days after the request is submitted.

VII. Proceedings of the review will be recorded and copies of the record and the Committee's recommendation will be submitted to the Superintendent, each member of the Review Committee, the Association, the bargaining unit member, the Administrator and the Office of Personnel.

GUIDELINES

	<u>TRACK</u>		
	<u>I</u>	<u>II</u>	<u>III</u>
I. Positive reports recognizing outstanding performance, major contributions, and/or	X	X	X

professional accomplishments, etc., should be submitted at the time of the occurrence although they may be added at any time. Major responsibility for the inclusion of these materials in the member's personnel and/or building file will rest with the member.

- II. The assessors shall assist in the implementation of the professional development aspects of the program. X X X
- III. When evaluators, assessors, and/or bargaining unit members make written reports, extenuating circumstances which exist will be noted. X X X
- IV. A significant job performance observation shall not be conducted on the day before or after a holiday, or on the day after an absence. Not more than one observation per year may take place on the last day of a marking period. X X X
- V. Bargaining unit members may wish to involve students or subordinates in the assessment of their performance. This is encouraged on the basis that such involvement be used for self-improvement. X X X
- VI. The bargaining unit member is encouraged to be regularly involved in a self-assessment program. The position description would be a helpful tool to use in the process. X X X

- | | | | | |
|-------|--|---|---|---|
| VII. | Professional goals and objectives for implementing these goals may be revised at any time during the year as need dictates. | X | X | X |
| VIII. | The bargaining unit member shall receive a copy of all written reports. Copies that are to be retained are to be signed by the bargaining unit member. | X | X | X |
| IX. | Any complaint concerning this article will be submitted to the evaluation review committee before the member may exercise any other rights he/she may have under the law or this contract. | X | X | X |
| X. | The evaluator will make at least two (2) significant job performance observations of the bargaining unit member's work prior to the time evaluation reports are written. The time between the first and second observation must exceed fifteen (15) days. The time table for said observations shall be:
1. November 30 th – Final date for first significant job performance observation and follow-up conference.
2. March 15 th – Final date for second significant job performance observation and follow-up conference. | | X | |
| XI. | The evaluator will write and sign the evaluation report for each bargaining unit member in this track. | X | X | |

- XII. The Assistant Superintendent X X
- Personnel and the
evaluator shall sign all
contract renewal
recommendations.

ADDITIONAL GUIDELINES, TRACK III

- XIII. A bargaining unit member may be placed on marginal any time his/her job performance is evaluated as ineffective and/or not meeting the expectations of the member's evaluator.
- XIV. Prior to the end of the first semester and after April 30th following issuing of contracts, a bargaining unit member may be placed on marginal by the member's evaluator.
- XV. Following the end of the first semester and until contracts are issued (April 30th), any evaluator desiring to place a bargaining unit member in Track III may do so only after he/she secures a written statement from the Assistant Superintendent - Personnel (copy to employee) that he/she has personally reviewed the material submitted by the evaluator, conferred with the member involved, and after presenting his/her overview of the situation directly to the Superintendent, both he/she and the Superintendent concur with the action and approve the specific program established by the evaluator for improvement or approve it with definite modifications they may suggest.

- XVI. A minimum of two (2) significant job performance observations must have been completed by the evaluator and/or immediate supervisor prior to placing a bargaining unit member on marginal. The time between the first and second observation must exceed thirteen (13) days.
- XVII. The bargaining unit member must be notified in writing of being placed on marginal. The Personnel Department must receive a copy of this notification.
- XVIII. Immediately after placing a bargaining unit member on marginal the evaluator must develop a Plan of Assistance for Improving Job Performance. The member will assist in the development and implementation of this plan.
- XIX. This Plan of Assistance will be approved by the Assistant Superintendent - Personnel.
- XX. The evaluator will continuously monitor and supervise the bargaining unit member in the Marginal Track. At least three (3) significant job performance observations will be conducted with at least ten (10) days between each.
- XXI. Regular and timely reports of significant job observations, progress reports, etc., will be given to the bargaining unit member while he/she is on marginal. (Copies of these reports will be sent to the Personnel Department.) When significant job performance observations are made and/or evaluation report written, extenuating circumstances which exist will be noted.

XXII. Any assistance in evaluating the "marginal" bargaining unit member shall be acquired from qualified non-bargaining unit members.

XXIII. At the bargaining unit member's request, assessment assistance may be acquired from other assessors in the District.

XXIV. A bargaining unit member will be officially removed from marginal status by letter upon satisfactory attainment of the objectives outlined in his/her Plan of Assistance.

Plan of Assistance for Improving Job Performance

Bargaining Unit Member's Name

School and/or Department

Bargaining Unit Member's Assignment

Training Background

Experience

Statement of Deficiency(s)

Specify area(s) of unsatisfactory performance, using direct references to position description of a teacher as appropriate.

General Statement For Plan Of Assistance

This section should include:

1. The purpose of the plan.
2. The role of the evaluator and the bargaining unit member.
3. The directive that the Plan of Assistance is to be followed.
4. What action will occur if desired improvements are not achieved or satisfactorily met (possible final outcome).

Program To Be Followed

This section should include:

1. A specific statement as to what is expected of the bargaining unit member (tie to each area of performance rated unsatisfactory on evaluation instrument).
2. A series of reasonable activities and timelines for each area of unsatisfactory performance.
3. What assistance will be offered by the evaluator and other resources.

Monitoring System

This section shall include:

1. The schedule of conferences and significant job performance observations (specific date and time) to determine progress (each conference and observation must be followed by a written report or summary - copy to be provided the bargaining unit member and Personnel Department).
2. The method of altering or adjusting the program.
3. A specific time for final evaluation of the program.

Final Evaluation

This section shall include a final evaluation of the satisfactory or unsatisfactory achievement of the program.

Recommendation

This section shall include the evaluator's recommendation regarding the future status of the bargaining unit member to be forwarded to the Personnel Department.

Signature Section

This section shall include the following statement:

Signatures below signify only receipt and delivery of this memorandum.

Bargaining Unit Member's Signature

Date

Evaluator's Signature

Date

Position Description of a Teacher

In South-Western City Schools

A teacher is a professional educator who, over the course of the school year:

- I. Develops long-range plans to assure that the goals and objectives identified in the various courses of study are met.

The format required for long-range plans may be an outline of when the content in the approved course of study will be covered during the year. Course of Study or other references may be denoted to reduce repetition or duplication of effort. Such an outline could be one page in length.

Grade levels (elementary), phases (middle school), or teachers teaching the same course (high school), are permitted to submit one common plan in order to foster cooperation and reduce duplication of effort.

A teacher, at his or her discretion, may submit a more extensive long-range plan.

- II. Provides daily instruction designed to maximize student achievement.
- III. Monitors student learning to judge the effectiveness of instruction.

- IV. Monitors student attitudes to determine the effectiveness of the school experience for the student.
- V. Seeks ways to strengthen his/her effectiveness in the classroom as well as to promote overall professional growth.
- VI. Creates an accepting atmosphere where personal worth is recognized.
- VII. Communicates in a realistic manner with parents to keep them informed about their child's progress in school.
- VIII. Abides by the policies, rules and regulations of the Board consistent with the provisions of law and the negotiated agreement.
- IX. Supports the District's mission, vision, belief statements, and the District's Continuous Improvement Plan (CIP).

ARTICLE XII

FILES AND RECORDS

SECTION 1200 PERSONNEL FILES

1200.1 Types of Personnel Files

A. District Files

District personnel files are those maintained in the District Service Center.

B. Building Files

1. A building principal may maintain a building file in his/her building for each bargaining unit member assigned to that building. For those bargaining unit members not assigned to a building for evaluation purposes, the file shall be maintained by the evaluator. No more than one such building file may exist for any bargaining unit member. Use of the term evaluator in this Article is as defined in Section 1101.V.

2. The building file should include anecdotal notes, records, assessments, evaluation material not required to become a part of the bargaining unit member's permanent file in the Personnel Office, and other pertinent information. Examples of this type of information might include, but are not limited to, awards, commendations, achievements in the school community, outstanding achievements in and outside the classroom, and other appropriate materials. The major responsibility for the inclusion of these materials in the member's official record will rest with the member. These reports should be submitted at the

time of the occurrence although they may be added at any time.

Anecdotal information, prepared by the evaluator, will be for the benefit of both the bargaining unit member and the evaluator. This information is to be shared with the employee and should be utilized throughout the year as need arises. All copies to be filed are to be signed by the member signifying that he/she has read the report.

3. Adequate and current records on each bargaining unit member will be kept by the evaluator. These records will include all reports related to Article XI, plus records of visitation and anecdotal information in keeping with Article VI of this Agreement.
4. In cases where the effectiveness of the bargaining unit member's performance is in doubt, that member's building file will contain adequate reports to clearly define the professional growth, problems encountered, inservice education participation, help offered, visitation, conferences held, and progress or lack of progress shown.
5. If a bargaining unit member changes buildings or, in the case of those members not assigned to a building for evaluation purposes, is reassigned or transferred to a different position, the member's building file shall accompany him/her.
6. Bargaining unit members employed on January 1, 1997, and having more than one building file shall have all such files forwarded to the file identified in Item B(1) above by September 1, 1997. Members

shall be notified in writing no later than September 10, 1997, if any such files have been forwarded. Any file not transferred by September 1, 1997, shall be destroyed.

1200.2 Maintenance of Personnel Files

All bargaining unit members' files shall be maintained under the following circumstances:

1200.21

Upon request by the bargaining unit member, he/she shall be given access to the contents of his/her file, or if he/she so desires, the bargaining unit member will be furnished a reproduction of the contents of his/her file. A reasonable cost may be assessed for reproduction of file contents.

1200.22

Each bargaining unit member will be notified within (5) days after access has been given to his/her personnel file to anyone except:

- A. Administrative employees or other employees of the Board working at the direction of administrative employees; and
- B. Persons acting under the direction or authorization of the bargaining unit member.

Such notice will include the name and address of the person accessing the personnel file if known. The notification requirement may be satisfied by written notice mailed to the member at the most recent address listed in the member's personnel file.

1200.23

No material derogatory to a bargaining unit member's conduct or service shall be placed in the files unless the bargaining unit member has had an opportunity to read the material. The bargaining unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content.

1200.24

In case the bargaining unit member refuses to sign the document which the supervisor requests to be placed in the file, the principal/supervisor will file the document and will forward a copy of the document and notification of the bargaining unit member's refusal to sign to the SWEA President. This will be kept in the Association file for future use. The bargaining unit member shall have the right to answer any material filed and his/her answer shall be reviewed by the Assistant Superintendent of the appropriate division and attached to the file copy.

1200.25

Anonymous communications will not be placed in the member's file.

1200.26

Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be false or inappropriate. The member

shall have the right to request, in writing, that the materials be removed from the file. Such written request shall be reviewed by the Superintendent. Following the review, a meeting shall be held with the member, if requested. If the bargaining unit member disagrees with the Superintendent's decision, he/she may file a grievance.

1200.3 Handling Complaints Concerning Teachers

When a complaint is made by any district employee (except during an interview team meeting), parent of a student or any other member of the public concerning a bargaining unit member's conduct, service, character, personality, or other reason, to a Central Office administrator, to a building principal, or other supervisor, the following procedures will be followed:

- A. The person receiving the complaint will determine the validity and/or seriousness of the complaint. Depending upon this decision, the complaint may be disregarded or brought to the attention of the appropriate person in charge of the stated staff member.
- B. If the complaint is referred to the building principal or supervisor, he/she will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the bargaining unit member at that time.
- C. If the complaint is referred to the bargaining unit member, he/she will be given the identity of the complainant and the opportunity to discuss the details of the situation with his/ her principal or supervisor. Together they will cooperatively decide on an

appropriate response to the complainant and/or solution to the situation causing the complaint.

- D. If the complaint is not referred to the bargaining unit member, then such complaint shall be disregarded and may not be used in any subsequent conference, evaluation, or other assessment of the bargaining unit member involved.
- E. When a complaint is made to Children's Services or law enforcement concerning a bargaining unit member the identity of the reporting district employee shall be anonymous.

ARTICLE XIII

LEAVES – PAID

SECTION 1300 SICK LEAVE

1300.1 Reporting Absences

When a bargaining unit member is to be absent from work, he/she shall notify the building principal or designee and/or immediate supervisor of his/her impending absence no less than one and one-half (1-1/2) hours prior to the time classes begin in his/her school or the first official duty for personnel not assigned to a building, except in the case of an emergency.

1300.2 Sick Leave Allowance

- A. Sick leave shall be provided to bargaining unit members in compliance with ORC 3319.141 and this Agreement.
- B. Each full-time bargaining unit member shall accrue sick leave at the rate of fifteen (15) days per year for each full year under contract. These days are accrued at the rate of one and one-fourth (1-1/4) days per month under contract and are awarded to the employee at the end of each month.
- C. For this Article, full-time shall be defined as one hundred eighty-five (185) days or more of service for at least six (6) hours per day. A regular bargaining unit member who renders less than full-time service shall accrue proportionate amounts of sick leave on a pro-rata basis for the time actually worked at the same rate as that granted full-time bargaining unit members.
- D. Unused sick leave shall be accumulated without limitation of maximum number of days.

1300.3 Utilization of Sick Leave

Bargaining unit members may use sick leave with the approval of the Superintendent or his/her designee consistent with ORC Section 3319.141 and within the limits of this Article for absence due to:

1. Personal illness or injury.
2. Disability due to pregnancy.
3. Exposure to contagious disease.
4. Illness or injury in the bargaining unit member's immediate family.

Immediate family, for this purpose, includes spouse, child, parent, and any person for whom the unit member is responsible and who resides in the same household as the member.

5. Serious illness, injury or death of a bargaining unit member's extended family.

Extended family, for this purpose, includes each of the persons in paragraph 4, above and brother, sister, grandparents, grandchildren, mothers or fathers-in-law and brothers or sisters-in-law.

For death only, extended family includes aunts, uncles, cousins, nieces, and nephews.

6. Doctor or dentist appointments which cannot be scheduled outside the regular workday.

Routine medical and dental appointments will be scheduled, where possible, to utilize one-half (1/2) day of sick leave.

7. A unit member who is directly responsible for the care of a newly adopted child of pre-school age new to

the family unit may use up to thirty (30) days of sick leave for the purpose of caring for the newly adopted child. Where both husband and wife are members of the unit, the number of days is in the aggregate.

8. Paternity leave shall be granted for up to fifteen (15) days upon the birth of the child.

1300.4 Requirements and Limitations

- A. Each bargaining unit member using sick leave shall furnish the Board with a written, signed statement of the proper, prescribed form to justify the use of sick leave subject to the administrator's approval. Additional information may be required, where necessary. This section shall be administered consistent with ORC 3319.141.
- B. Sick leave shall not be charged for days on which school is not in session.
- C. The bargaining unit member cannot be gainfully employed, during his/her normal work hours as an employee of the district, while using sick leave.
- D. Sick leave shall not be accrued while a bargaining unit member is on unpaid leave of absence.
- E. Sick leave shall be accrued while the bargaining unit member is under contract and using sick leave within the limits of this section/Article.
- F. A bargaining unit member who returns to work after an absence of illness for a period fifteen (15) or more consecutive school days shall be required to submit a doctor's certificate indicating that he/she is able to return to work and to assume his/her regular duties and responsibilities.

G. Misuse, falsification of statement of application for use of sick leave, or misrepresentation of use of sick leave on the part of the bargaining unit member may be cause for denial of the leave or dismissal.

1300.5 Credit for Previously Earned Sick Leave

Any bargaining unit member being employed by the Board who has been in the service of another Board of Education, State, County, or Municipal Government of Ohio, shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization provided that such employment takes place within ten (10) years of the date on which the member was last terminated from public service, and upon presentation of certification of unused sick leave on the proper form or statement.

Tutors are excluded from receiving credit for sick leave accrued prior to January 1, 1984, but shall begin to accrue sick leave as of January 1, 1984.

1300.6 Additional Sick Leave Allowance

A. Advancing Sick Leave

Each bargaining unit member who has exhausted his/her accumulated sick leave will be entitled to advancement of up to five (5) days sick leave annually. Bargaining unit members in their initial year of employment with the District who have accumulated fewer than five (5) sick leave days elsewhere may receive an additional advancement of up to five (5) days. No advancement will exceed the number of sick leave days earnable by the bargaining unit member during the remainder of the school year. If the bargaining unit member has failed to earn sufficient sick leave days to repay

the advancement by the end of the school year, the overpayment will be deducted from the member's final pay of the school year. If the final pay is insufficient, additional deduction will be made from the next preceding paycheck.

B. Sick Leave Transfer

1. When a bargaining unit member has exhausted all of his/her accumulated sick leave, advancements from paragraph 1300.6, A. all personal leave, and additional days are still needed, he/she may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave.

2. The President of the Association shall appoint a Sick Leave Transfer Committee. Requests for additional days shall be made to the Committee, and the decision of the Committee regarding the disposition of any request is final. Requests for Sick Leave Transfer days shall be honored only to the extent that days are available from donors and may be approved for the following reasons:

Reason

Days

Hospitalization or illness of a bargaining unit member for cancer, stroke, heart attack, or other catastrophic illness, or the periodic reoccurrence of a debilitating illness as diagnosed by a

Up to forty (40) days per school year per bargaining unit member but not to exceed the number of days remaining in the school year.

physician. These occurrences may include multiple surgeries or illnesses/ surgeries requiring long-term recovery.

Hospitalization or catastrophic illness for any of the above, or the periodic reoccurrence of a debilitating illness as diagnosed by a physician for a member of the bargaining unit member's immediate family. These occurrences may include multiple surgeries or illnesses/ surgeries requiring long-term recovery.	Up to twenty (20) days per school year per bargaining unit member but not to exceed the number of days remaining in the school year.
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Medical leave for maternity (normal) delivery.	Up to six (6) weeks from the date of birth.
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3. A doctor's statement is required for all requests in excess of five (5) days.
4. The Association shall establish an internal policy to administer this section and shall provide written notification to the Board Treasurer of any approved transfers. Such written notice shall include the number of days to be deducted, from whom they are to be

deducted, and to whom the transfer should be made. Also included shall be signed statement(s) by any affected bargaining unit member(s) authorizing the Board Treasurer to transfer the days. Notice will be provided to the Treasurer not less than ten (10) workdays prior to the payroll in which the donated sick leave will first be included.

5. Bargaining unit members shall earn sick leave while being provided additional leave under this section. Earned sick leave days will be utilized as they are posted and before days are transferred under this section. A bargaining unit member may utilize this sick leave transfer provision to repay days owed the Board of Education under paragraph 1300.6, A.
6. Donated sick leave may not be used to defer application for or receipt of disability retirement benefits.
7. A bargaining unit member may only apply for and use the "sick leave transfer" provision for one (1) normal delivery and post partum recovery during her employment with the South-Western City Schools. Donated sick leave for maternity (normal delivery) shall only be available to members during the initial five (5) years of district employment.
8. The Association shall administer this provision in compliance with applicable laws and regulations.
9. Any donated sick leave days provided to a bargaining unit member under this provision will be charged against any Family and

Medical Leave available to the member.

**SECTION 1301
PERSONAL LEAVE (PAID)**

Three (3) days of unrestricted* paid personal leave per contract year shall be granted each bargaining unit member upon written notification to the principal or immediate supervisor, or if unavailable, the Assistant Superintendent - Personnel, one (1) day in advance of the intended absence. If unusual or emergency circumstances make it impossible to submit the notification one day in advance, then the bargaining unit member shall give notice by telephone and confirm by submission of a completed Personal Leave Form upon return to duty.

- A. Personal leave shall not be utilized in the following situations:
1. The day before or after a scheduled holiday or vacation, including opening and closing of school.*
 2. Days of scheduled parent/teacher conferences.*
 3. During the first five (5) days and the last five (5) days of each school year.*
 4. When the number of bargaining unit members in any building requesting personal leave for that day exceeds the greater of two (2) persons or five (5) percent, rounded up to the nearest whole number, of the bargaining unit members assigned to that building.*
 5. On Mondays and Fridays in May of any year if the number of bargaining unit members in any building requesting personal leave for that day exceeds the greater of one (1) person or three (3)

percent, rounded down to the nearest whole number, of the bargaining unit members assigned to that building.*

6. No more than five (5) personal days may be taken consecutively.

* Exception to the above restrictions shall be made when the reason for the requested leave is one of the following:

- a. Serious accident in the bargaining unit member's family residing in the same household which requires the presence of the member.
- b. Closing procedure when buying or selling a home (1 day).
- c. Receiving a degree at a university or college.
- d. Attendance at a college graduation of the employee's son, daughter, or spouse.
- e. Funeral of a close friend or family member not provided for in the sick leave policy.
- f. Attendance at a wedding of the bargaining unit member's son or daughter.
- g. Internal Revenue hearing involving the bargaining unit member (1 day).
- h. Moving (when being done by contract firm and no alternate time outside work hours can be arranged) (1 day).
- i. Parent conference concerning bargaining unit member's dependent (1/2 day).
- j. Emergencies requiring immediate attention, (e.g.,

assisting in emergency relief and aid, emergency home maintenance, emergency car failure).

k. Adverse travel conditions which prohibit the bargaining unit member from safely reaching his/her work assignment or commercial carrier grounding or cancellation which prohibits the staff member from reaching his/her work assignment. This provision applies only to instances where an individual is out of town and unable to reach his/her work assignment, not to an individual who cannot reach his/her assignment from his/her home.

l. Paternity leave (1 day).

m. Receiving an award for contribution to education or community.

n. Any other reason deemed acceptable to the requesting member's building principal and approved by the Superintendent or designee.

7. To engage in gainful employment elsewhere.

8. Engaging in work stoppage or strike activity.

B. Personal leave not used by the end of each school year may be credited in one of the following methods:

1. Conversion to Sick Leave: Unused personal leave days shall be converted to sick leave days. Days so converted shall be credited to the bargaining unit member's accumulated sick leave as of July 1 of the succeeding school year.

2. Payment: Upon written notice from the bargaining unit member prior to July 1, the member will be paid a cash payment equal to .0035 X the BA base or the current district daily substitute pay, whichever is greater, for each day of unused personal leave. Payment will be made no later than September. Bargaining unit members retiring at the end of the current year may request in writing by July 1 that the payment be added to and paid with the members' severance pay.

3. Accumulation: Unused personal leave not converted to sick leave or paid may be carried forward (cumulated) and used in the following school year. Cumulated personal leave days will be subject to the same limitations as all other personal leave. The maximum number of personal leave days available for use in any year is as follows:

Maximum Potential Personal Days Available for Use After	Personal Leave	Potential Carried Forward Days	Potential Total Days
July 1, 1993	3	3	6

4. Options 1 through 3 above may be exercised in any combination. If no option is exercised unused personal leave will be converted to sick leave.

C. The current personal leave balance shall appear on check stubs.

D. Misuse or falsification of an application for paid personal leave by the

bargaining unit member may be cause for denial of the leave or dismissal.

SECTION 1302 RELIGIOUS LEAVE (PAID)

A bargaining unit member may be absent, with pay, on a day identified as a non-working religious holiday by the governing body of the faith to which the member belongs and participates. Such absence shall not exceed three (3) days during the school year, which days shall not be charged against Sick Leave or Personal Leave.

The following procedures are to be used in applying for the individual days:

- A. The request must be in writing.
- B. The request shall be submitted three (3) days in advance.

SECTION 1303 TEMPORARY MILITARY LEAVE

The Board will grant temporary military leave pursuant to ORC Section 5923.05. Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a member of other reserve components of the Armed Forces of the United States is entitled to leave from his/her respective duties without loss of pay for such time as he/she is in the military service, on field training or on active duty for periods not to exceed thirty-one (31) calendar days in any one (1) calendar year.

SECTION 1304 ASSAULT LEAVE

In accordance with ORC Section 3319.143 assault leave shall be granted to a bargaining unit member who is absent from his/her assigned duties because of injury resulting from an assault. Such leave will not be charged against Sick Leave or Personal Leave. Said member

shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, to a maximum of ninety (90) days paid leave.

A bargaining unit member shall be granted assault leave according to the following rules:

1304.1

The incident, resulting in the absence of the member, must have occurred during the course of employment with the Board and must have resulted in physical disability.

1304.2

Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.

1304.3

If the bargaining unit member receives medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required before assault leave payment is made.

1304.4

A bargaining unit member shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted, and approved, by the building principal or immediate supervisor.

1304.5

Said bargaining unit member shall not be permitted to accrue assault leave.

1304.6

Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code.

1304.7

Payment shall be discontinued when the bargaining unit member elects to retire or is no longer under contract with the Board.

1304.8

Falsification of either a signed statement or a physician's certificate may be reason for denial of the leave or termination of employment under ORC Section 3319.16.

1304.9

Bargaining unit members who have sustained damage to clothing, eyeglasses, or similar items of personal apparel in the course of quelling a disturbance during the school day in the performance of duties at school events will be reimbursed for the cost of such damage up to a maximum amount of \$200 per occurrence. Bargaining unit members will notify principals of any altercation within twenty-four (24) hours of it happening.

ARTICLE XIV

LEAVES - UNPAID

SECTION 1400

LEAVES OF ABSENCE - BARGAINING UNIT MEMBER REQUESTED

The Board will grant leaves of absence pursuant to ORC Section 3319.13. The Superintendent will, upon receiving a written request for leave, present said request and his/her recommendation to the Board.

- A. The Board shall grant leaves of absence when illness or other disability or maternity, paternity, child care or adoption is the reason for the request. The Board may grant such leaves for any other reason deemed sufficient by the Board in its discretion.
- B. All leaves of absence will have a duration not to exceed one calendar year but shall be renewable for a second year upon application of the member where illness or other disability is the reason. Other unpaid leaves may be renewed for an additional year upon application to and approval by the Board.
 1. All leaves shall be without pay.
 2. No bargaining unit member shall be granted a leave to seek, pursue, or to engage in full-time gainful employment elsewhere. An exception to this section is when an employee is granted a leave of absence to obtain additional education or an advanced degree and the member works while attending school. Violation of this section will be considered abandonment of contract, with the employee waiving all employment rights, privileges and contract.

3. The term of the leave shall be scheduled in order to insure the least disruption to the educational program.
4. Leaves will normally be scheduled to end at the end of a semester or beginning of a school year. With the approval of the Superintendent, leaves may be scheduled to end at any other agreed time.

Bargaining unit members may return from leave earlier than the scheduled end of the leave upon written request to and approval at the discretion of the Superintendent.

5. Any bargaining unit member who is granted a leave of absence during the second semester for illness or other disability or maternity, paternity, child care or adoption and who returns from leave at the beginning of the next school year shall be reimbursed an amount equal to the Board's share of any insurance premiums paid during the summer months. If the bargaining unit member resigns before completing the school year, the member must refund the reimbursed premiums in an amount equal to the percent of the unfinished school year.
6. All requests shall be in writing and shall include, but not be limited to, the following information:
 - a. Reason for requested leave.
 - b. Date leave is to begin and to end (effective dates of leave).
7. Medical related leaves shall be for the period of time necessary, up to two (2) years, as verified by a doctor's statement. Upon return

from medical leave the bargaining unit member must furnish a doctor's statement indicating the bargaining unit member is able to return to work and carry out the normal duties of his/her job.

8. Where applicable, two (2) months prior to the expiration of the leave, the bargaining unit member shall notify the Superintendent or his/her designee, concerning his/her intentions about returning at the end of the leave.
9. Leave of absence is granted by the school district and is not applicable to a specific school within the district. The bargaining unit member will not be assured of the same assignment upon return from leave, however, when possible, the member will be returned to the same assignment. The Superintendent or his/her designee will reassign the employee at the expiration of the leave.
10. Any bargaining unit member who does not return to service at the stated termination date of such leave shall have abandoned his/her contract and shall terminate the Board's responsibility for continued employment.
11. Upon the return to service, the bargaining unit member shall resume the contract status previously held, and shall maintain his/her current position on the salary schedule except he/she shall not be granted salary increments for the period of absence. (120 days of service are required for a year of experience on the schedule.) Bargaining unit members returning to service after the last day of school shall be provided benefits from the date of the expiration of their leave.

12. Within four (4) months following resignation of a bargaining unit member as a result of denial of a leave of absence, the bargaining unit member may request to be placed on the recall list provided for in Article X. The rights and obligations of such member to be recalled to employment will be governed by that Article but will be secondary to the recall rights of any member involuntarily suspended.
13. Time spent on leave of absence will not be considered as service time for purposes of eligibility for continuing contract.
14. A bargaining unit member may, as a condition of being granted a leave of absence, enter into an agreement with the Board to reimburse the Board for its portion of the requested cost of retirement in the event the bargaining unit member elects to purchase retirement credit for the period of the leave of absence.

**SECTION 1401
EXTENDED MILITARY LEAVE**

The Board will grant extended military leave pursuant to ORC Section 3319.13 and 3319.14.

**SECTION 1402
SHORT-TERM PERSONAL LEAVE
(NON-PAID)**

The Superintendent or his/her designee may grant a short-term personal leave without pay.

- A. Requests for short-term personal leave (non-paid) will be handled in the following manner:

1. All requests must be made in writing, stating the reason for the request.
2. Except in cases of emergency, the request shall be submitted to the principal or immediate supervisor at least ten (10) days prior to the requested leave.
3. Within three (3) days the principal or immediate supervisor will submit the request to the Superintendent or his/her designee for disposition.
4. The bargaining unit member may present his/her rationale for the request in person to the Superintendent or his/her designee prior to a decision being made regarding the request.
5. Each request will be evaluated on an individual basis with the disposition based on the merits of the request. The Superintendent or his/her designee will notify the bargaining unit member in writing of the disposition of the request within five (5) days of receiving the request.
6. After five (5) consecutive days of unpaid leave, seniority is adjusted and pay is docked.

ARTICLE XV

ABSENCES FOR OTHER REASONS

SECTION 1500 TIME LOST WITH JUDICIAL PROCEEDINGS

1500.1

- A. When a bargaining unit member is required to appear before a court or administrative agency (other than the Board) as a complainant or defendant regarding a matter directly related to the member's work assignment or work-related responsibilities, there shall be no loss of wages or reduction in leave.

- B. When a bargaining unit member is a complainant or defendant in a non-work related matter and is required to appear before a court or administrative agency, there shall be no loss of wages or reduction in leave for up to five (5) days per school year. If additional leave is required, such member may use personal leave, including the use of such leave absent the restrictions in Article XIII, Section 1301A of this Agreement.

1500.2

If a bargaining unit member is subpoenaed as a witness regarding matters directly related to the employee's work assignment, work-related responsibilities, or other matters of such importance as to merit in the judgment of the Superintendent the member's attendance with paid leave, that member will be paid the difference between his/her salary and the amount paid by the court.

1500.3

The Board shall grant bargaining unit members leave with pay to serve on a jury on days the member is under contract to

teach. The leave shall not be charged against any other leave. Requests for jury duty leave shall be submitted in writing to the member's immediate supervisor as far in advance as possible. The member will submit evidence of jury service completed for each day of leave.

**SECTION 1501
HONORING A DECEASED STUDENT
OR EMPLOYEE**

To make it possible for the students and bargaining unit members to show honor or respect to a deceased student or employee, this Article permits:

- A. The principal or supervisor may release a representative group of students and/or employees of his/her building to attend memorial services of the deceased student or employee.
- B. Exceptions, such as closing school in a building, will be made at the discretion of the Superintendent.

**SECTION 1502
ATTENDING A FUNERAL**

Permission to attend the funeral of any other person may be granted by the principal or immediate supervisor and there shall be no loss of pay if the absence is less than one-half (1/2) day.

**SECTION 1503
VISITATION**

Bargaining unit members are encouraged to visit other classrooms in which exemplary teaching is in evidence. A substitute will be provided during visitation leave contingent upon the availability of substitutes. Substitute costs resulting from visitation leave or visitation to facilitate student transitions to new or different programs, such as teacher exchanges between schools in the District, will not be charged against funds provided in Sections 1504 and 1505 of this Article.

If a substitute is not available, visitation may be denied.

Form PERS-520 (Request for Visitation) should be submitted to the principal/immediate supervisor at least one (1) week in advance. The bargaining unit member will receive a written reason if the request is not approved.

Visitation leave will not be granted on days falling immediately before or after a vacation. When visitation is outside the District and at the request of the principal or other administrative personnel, the bargaining unit member will be reimbursed for mileage under Article XVI, Section 1603.06 of this Agreement.

When a bargaining unit member is absent for visitation, a report (PERS-510, Report Of Absence Other Than Sick Leave) shall be completed upon his/her return to duty. Visitation leave will be paid at the member's regular daily rate.

SECTION 1504 ATTENDANCE AT PROFESSIONAL MEETINGS AND CONFERENCES

The Superintendent or his/her designee shall be responsible for excusing bargaining unit members to attend professional meetings, conferences, workshops, symposiums, clinics, etc., (hereinafter "professional meetings"). He/she shall certify to the Board Treasurer names of employees who are excused to attend professional meetings and approve payment of expenses to be paid. Payment may also be authorized for bargaining unit members to attend professional meetings held outside the normal teaching day.

Bargaining unit members excused to attend a professional meeting during the normal teaching day shall receive full pay during the time of attendance.

The Board will employ and pay the salary of the substitute for a member excused.

The Board will annually budget and appropriate to the Professional Leave Fund an amount equal five (5.0) times the then current BS-0 salary for payment of the costs of professional meetings, including the cost of substitutes employed in connection with such meetings for the next fiscal year. The Fund is to be used solely by, and at the request of, bargaining unit members only for professional meetings which are sponsored by organizations external to the District.

The district Fund will be allocated to each building on a per bargaining unit member basis. By July 1, buildings will receive 80% of their anticipated allocation. By October 15, the remaining allocation shall be made based on the number of bargaining unit members assigned to the building as of October 1. Those members not assigned to a building will have their per bargaining unit member allocation administered by the personnel office. The amount allocated to each building is the Building Professional Leave Fund (BPLF). When funds are limited, a professional leave request may be granted if the member assumes the expense of attending the conference, with the cost of the substitute charged to the BPLF. Any amount not expended from the Fund or the BPLF in any year will be added to the amount appropriated in the following year.

The Board shall publish two yearly reports to the Association President.

- A. By October 15, a report shall specify amounts allocated to each building for that school year. Included shall be the amount set aside for those bargaining unit members not assigned to specific buildings. Additionally, amounts to be carried forward from the previous year from the Fund and any and all BPLF's shall be noted as specific entries.
- B. By July 1, a report shall specify all expenditures from the Fund and each

BPLF by date, professional meeting and bargaining unit member.

If the State Auditor has declared the district in Fiscal Watch or Fiscal Emergency, the Board may, after prior notice to the Association, transfer any unencumbered amount in Building Professional Leave Funds to the General Fund for the duration of the Fiscal Watch or Fiscal Emergency.

1504.1 Application Procedures

Bargaining unit members requesting professional leave payments through the BPLF must submit a written request for approval. Such request shall include information and documentation concerning the reason for the leave, the date of the leave, the estimated cost, the purpose of the leave, the member's position, the relationship of the meeting to the member's job assignment, and such other appropriate information as deemed necessary. Personnel Form 521 (A Request for Attendance at Professional Meetings) may be obtained from any school or in the District Service Center and should be used for submitting a request. All applications must be submitted to the building designee chosen pursuant to Article XX, at least fifteen (15) days prior to the intended use of the leave. There will be provision on the application form for the approval or rejection of the request and allocation of funds from the BPLF. Form 521 requests will be signed by numbers 1 and 3 from Section 2001. Professional leave expenditures may not be approved in excess of the amount then remaining in the BPLF. Approval is contingent upon the availability of substitutes, as determined by the Superintendent or his/her designee. Requests approved at the site will be sent to the Superintendent or his/her designee within five (5) days of the site's receipt of the request. This part of the process is for final substitute availability approval only. Requests for professional leave approved

or not approved will be returned to the applicant within five (5) days after the application has been received by the Superintendent or his/her designee. When an application is denied, either at the site or by the Superintendent or designee, the reason will be given to the applicant in writing.

1504.2 Guidelines for Approval of Professional Leave Requests

- A. Bargaining unit members who are presenters at a professional conference shall be granted first priority for the use of available (unencumbered) professional leave funds for attendance for the duration of that conference. When funds are not available, the presenter shall be permitted to attend the conference with no financial obligation to the District.
- B. All non-presenting bargaining unit members will be given equal consideration under the criteria in Section 1504.3.
- C. Each site shall annually designate a portion of its allocation for requests that may not directly relate to its building improvement plan. This shall be done pursuant to Article XX of the Agreement.

1504.3 Criteria

When allocating funds, the Site Steering Committee will consider the following criteria but may amend them based on consensus at the site:

- A. The amount of funds appropriated in the Building Professional Leave Fund.
- B. The availability of substitutes to maintain the school program.
- C. The request's relevance to the building Continuous Improvement Plan.

- D. The applicant's responsibility to the sponsoring organization. (Is he/she an officer of the organization and/or an active participant in the meeting?)
- E. The number of previous uses of professional leave in a given year.
- F. The bargaining unit member's seniority.

1504.4 Criteria for Reimbursement of Expenses

- A. Prior approval for the use of professional leave and expenses must be granted.
- B. A request for reimbursement must be filed in accordance with established procedures upon submission of an appropriate statement of expenses.
- C. A request for reimbursement shall be submitted to the Superintendent or his/her designee within five (5) school days of the return from leave.
- D. The bargaining unit member shall submit the approved leave request form, and all required receipts for expenses incurred.
- E. Receipts for hotel bills, motel bills, toll charges, plane or train fare, transportation, registration fees, and other approved expenses for the trip shall accompany the account statement.

1504.5 Reimbursement to be Paid

The following guidelines shall prevail when determining the allowable reimbursement for professional leave:

- A. The participant shall receive regular compensation for the day(s) excused.

- B. The cost of substitutes will be paid from the Professional Leave Fund. Outside funding may be used when available.
- C. All fees for registration, materials, etc., shall be considered reimbursable when included as part of the initial registration fees.
- D. Banquet costs are reimbursable when the banquet is a regular part of the meeting or conference.
- E. All meals while in attendance at, and traveling to and from, the conference or workshop are reimbursable to a maximum of thirty-five dollars (\$35.00) per day.
- F. Transportation costs will be approved when applicable within the following guidelines:
 - 1. Mileage to and from the meeting based on Article XVI, Section 1603.06 of this Agreement. Normally, when two (2) or more representatives are attending the same meeting, only one (1) mileage allowance will be paid. The maximum travel allowance will be the lesser of air coach and per mile rate.
 - 2. Toll charges, parking fees, etc., will be approved when applicable.
 - 3. When travel by plane is approved, the cost of coach fare only will be approved.
 - 4. Expenses incurred through the use of public conveyances, taxis, and airport limousines as a result of travel to and from meetings and accommodations will be fully reimbursable.

- G. The hotel or motel rate should be based on the normal range of cost in the area where the meeting is held. When possible, bargaining unit members shall share accommodations to reduce expense. Members shall request the lowest rate of accommodation at the establishment of acceptable quality. Reimbursement shall be paid on an actual cost of lodging.
- H. Other necessary and reasonable expenses may be reimbursed with proper documentation.
- I. Reimbursement shall occur within thirty (30) days of approval of expenses.
- J. When the anticipated cost of approved professional leave exceeds \$500, the bargaining unit member requesting funds will be advanced the amount in excess of \$500. The remainder of approved expenses will be reimbursed according to the procedure outlined above. If the bargaining unit member does not actually attend the professional development activity, the bargaining unit member will be required to reimburse the District (through withholding from a future paycheck) for all funds advanced unless the failure to attend was due to extenuating circumstances outside the control of the bargaining unit member, as approved by the Assistant Superintendent - Personnel.

**SECTION 1505
PROFESSIONAL INITIATIVES
FUND**

The Professional Initiatives Fund is designed to encourage improved teaching and learning. Fund requests must be submitted by bargaining unit members representing an individual member, a building, subject area, grade level, attendance area or the District. Members

are encouraged to submit proposals that integrate their personal/professional development goals with the following program goals:

1. To expand the knowledge base of teaching and learning.
2. To provide awareness and training for expanded teacher leadership roles within the District.
3. To provide support for school restructuring and organizational change efforts at the building and/or District level.

Annually, the Association President will appoint members to the Fund Committee which will be responsible for coordinating the program and disbursing funds.

The Board will annually budget and appropriate funds equal to six-tenths (0.6) times the then current BS-0 salary to be appropriated by the Fund Committee. Any amount not expended from that Fund in any year will be added to the amount appropriated in the following year. If the State Auditor has declared the district in Fiscal Watch or Fiscal Emergency, the Board may, after prior notice to the Association, transfer any unencumbered amount in Professional Initiatives Fund to the General Fund for the duration of the Fiscal Watch or Fiscal Emergency.

The SWEA Professional Initiatives Committee shall authorize expenditures from this Fund by a three-fourths (3/4) majority vote of the Committee. The total expenditures in any school year will not exceed the amount set aside for that purpose. Applications/ proposals shall be forwarded to the Committee for processing not less than ten (10) days prior to the date of any approved leave. Reimbursement of expenses approved by the Committee will be made in accordance with Sections 1504.4 and 1504.5 of this

Article. The availability of substitutes must be verified by the Assistant Superintendent - Personnel prior to Committee approval of any activity requiring substitutes.

The Committee may annually prepare and submit to the Superintendent and Association President proposals for District inservice and/or staff development programs not covered in this Section.

SECTION 1506 TUITION REIMBURSEMENT

Each bargaining unit member will be reimbursed at the rate of one-hundred eighty dollars (\$180.00) per semester hour for up to six (6) semester hours (or one-hundred twenty dollars [\$120.00] per quarter hour for up to nine [9] quarter hours) per year. Reimbursement for tuition for the OSU Outreach Program shall not exceed the fee charged for the three (3) hour credit. The Board will annually appropriate \$175,000 for this purpose. If all conditions indicated herein are met; then the bargaining unit member will receive reimbursement in the form of a lump sum Board of Education check payable on the second pay date in November of the year following the year in which the course work was taken. The funds shall be dispersed in an equitable manner as determined by the Committee as referenced in Section A below.

A. Administration

The administration of this provision shall be the responsibility of a joint tuition reimbursement committee consisting of two (2) administrators or their designees appointed by the Superintendent and three (3) bargaining unit members appointed by the SWEA President. Decisions of the Tuition Reimbursement Committee are final.

B. Reimbursement Eligibility

1. The credit must be initially earned after the bargaining unit member has begun employment with the South-Western City Schools Board of Education.
2. The credit, as verified by transcript and verification of payment, must have been earned within the previous twelve (12) months (fall through summer) from an accredited institution as defined in Section 1600.4.
3. The bargaining unit member must notify the Committee on or before October 15th that he/she is requesting reimbursement under the provisions of this section. Such reimbursement shall be for credits earned during the period from the fall through the summer of the immediately preceding school year.
4. On or before October 15th, the bargaining unit member must submit to the Committee an official transcript verifying the credit earned and verification of payment (receipt, credit card receipt, account statement).
5. Courses that may be reimbursed are:
 - a. Courses required for the initial professional educator license;
 - b. Courses required for renewal of an existing license/certificate;
 - c. Courses necessary to upgrade an existing license/certificate;
 - d. Courses necessary to earn additional licenses/certificates, if such licensure/ certification has been identified by the Superintendent as an area of high need in the district; and
 - e. Any other courses taken for professional development.

C. Reimbursement Restriction

1. It is mutually recognized and agreed that this Article shall not apply if and to the extent that a bargaining unit member is eligible to take advantage of fee waivers for the course(s) in question.
2. Bargaining unit members cannot receive tuition reimbursement for coursework covered by a fee waiver. The use of a fee waiver does not preclude a bargaining unit member from accessing tuition reimbursement for hours beyond the fee waiver application.
3. If a bargaining unit member does not return to the district in the year after the coursework was taken, the member will not receive reimbursement for any coursework taken the preceding year.
4. Conferences and workshops for which the Board grants professional leave under Article 1504 of this Agreement shall not be eligible for reimbursement under this Article.
5. A passing mark of "B" or higher, or "Pass," or "Satisfactory" for a pass/fail or satisfactory/unsatisfactory course, must be received in order to be eligible for reimbursement for any course.

ARTICLE XVI

SALARY AND BENEFITS

SECTION 1600 PLACEMENT ON THE SALARY SCHEDULE

Placement of bargaining unit members in the proper training or degree column of the salary schedule will be completed annually based on the transcript on file in the Personnel Department on or before September 30th.

Salary adjustment shall be made during a contract year (after September 30th) when a new category of training or degree is reached if the accomplishment of the new category is verified by an official transcript. The effective date of the salary adjustment shall be the date the transcript verifying the achievement is received in the Personnel Department. Advancements to the next training or degree category on the salary schedule will be made effective only during the days of work responsibility, i.e., bargaining unit members working a 185 day work year cannot be advanced on the salary schedule when they are drawing their accrued pay which is dispersed during the summer.

1600.1 Salary Schedule Categories

Categories on the salary schedule shall be:

1. Non-Degree (3 Year) - ninety (90) or more semester hours.
2. Bachelor of Arts or Bachelor of Science Degree.
3. BA or BS plus 30 semester hours.
4. Masters Degree.
5. Masters plus 30 semester hours.

All credit hours must be earned at an accredited college or university.

1600.2 Qualifying Criteria

All hours beyond the Bachelor's degree must be graduate level courses with the following exceptions:

1. Courses necessary for the renewal of a certificate,
2. Courses required for certification in a new area,
3. Courses specifically selected to enhance the bargaining unit member's professional/job-related skills and/or knowledge.
4. Approved district inservice program.

1600.3 Determination of Applicability

Since the bargaining unit member is in the best position to plan for his/her own professional growth and development, he/she shall determine that the course or program in which he/she enrolls is appropriate and meets the qualifying criteria.

1600.4 Credit Verification

For purposes of this provision, an accredited college or university shall be an institution which is accredited by the Ohio Department of Education, the North Central Association of Colleges and Secondary Schools, or a comparable regional accrediting association. Verification of college or university courses will be by transcript.

**SECTION 1601
CONDITIONS RELATED TO SALARY
MATTERS**

**1601.01 Proper Certification/
License**

All personnel shall be properly certified/licensed for the position which they are assigned and a copy of said certificate/license shall be on file in the Personnel Department.

**1601.02 Fulfillment of Employee
Requirements for
Eligibility of First Pay**

Bargaining unit members beginning employment with the District shall not become eligible to receive their first pay until they have fulfilled the requirements of the Personnel Department.

Appropriate personnel items include, but are not limited to:

- A. Complete official transcript of credits.
- B. Valid Ohio teaching certificate/license for position.
- C. Evidence of lack of tuberculosis.
- D. Tax forms.
- E. State Teachers Retirement Form.
- F. Verification of past experience for which employee is to be given credit.
- G. Verification of military experience for which employee is to be given credit for salary purposes.
- H. Insurance forms.
- I. BCI Clearance.
- J. Other items identified by the Personnel Department as needed to complete the bargaining unit member's personnel file.

Upon written request by the bargaining unit member adequately substantiating the reason(s) for his/her inability to provide an item(s) on a timely basis as required by this Article prior to receiving pay, this Article may be waived for not more than a

thirty (30) day period at the discretion of the Personnel Manager.

1601.03 Tuberculosis Screening

Bargaining unit members shall follow ORC Section 3313.71 in providing results of such test and examination for tuberculosis as may be required by the Ohio Public Health Council.

Such documented evidence, when required, shall be presented within ninety (90) days prior to the employee's first workday.

1601.04 Resigning and Returning in Same Year

A bargaining unit member resigning from the District after completing 120 days or more in a given school year and who returns in that same school year will return on the same step of the salary schedule as was established for that year's initial contract.

1601.05 Returning to District

A bargaining unit member who has terminated his/her service with the District and is reemployed later is to be considered as a new employee in determining the salary, except if a bargaining unit member resigns for good and sufficient cause which is approved by the Superintendent of Schools, and if he/she returns to work under contract with the Board within a period of two (2) years, he/she shall be placed at the salary he/she would have received had there been no interruption of service minus unearned annual increments. A leave of absence is not considered termination of service and is not included as part of the two (2) years absence from employment.

1601.06 Contract Terminated Legally

When a bargaining unit member's contract is terminated through legal means, he/she shall be paid in full for services rendered as of the last day of service on the next pay period following. Fringe benefits stop at the end of the month that termination becomes effective.

1601.07 Credit for Ten Years Service

- A. Effective with bargaining unit members hired for the school year 2002-2003 and thereafter, experienced bargaining unit members who are entering the District for the first time shall receive full credit for the first ten (10) years of teaching experience in any public school system, or chartered non-public school system.
- B. Effective with nurses hired for the school year 2002-2003 and thereafter, the statement in Section 1601.07A shall be revised to include "nursing experience as an R.N. or with a B.S.N." Nurses can receive credit for an aggregate of up to ten (10) years of prior service under paragraphs 1601.07A and 1601.07B.

1601.08 Military Service

Military service shall be computed as teaching credit with the same maximum as specified in Article XVI, Section 1601.07. A year of military service shall consist of twelve (12) months of service. Remaining portions of a year, of not less than eight (8) months, can be counted as a year of service.

1601.09 Career-Technical Education

Bargaining unit members in Career-Technical Education programs may be placed on the salary schedule in terms of job experience and training in accordance

with the standards of the Ohio Department of Education, Career-Technical office. A maximum of ten (10) years in any combination of military, teaching experience, and/or related work experience is used for evaluating this experience as outlined for the regular classroom teacher. The above salary ruling shall not pertain to teachers specifically trained in college for career-technical teaching who obtain a degree in that area and have the required teacher training coursework. These bargaining unit members shall be placed on the appropriate teacher salary schedule.

Career-Technical Education teachers placed and assigned in Career-Technical programs with experience based on related work experience, in combination with the experience mentioned above, are placed as indicated below:

1. Career-Technical teachers with an initial Two-Year Career-Technical Provisional License will be placed in the Bachelor's Degree salary category.
2. Career-Technical teachers who possess an initial Five-Year Professional Career-Technical License in the area in which they are teaching, have completed the appropriate Career-Technical licensure program as required by the Ohio Department of Education, have earned 24 semester hours of college training, and have passed the appropriate licensure examinations after the date of receiving their initial Two-Year Career-Technical Provisional License will be placed in the BS/BA plus 30 semester hour salary category.
3. Career-Technical teachers who possess a Five-Year Professional Career-Technical License in the area in which they are teaching and who have completed eighteen (18) semester hours beyond those required for placement in the BA/BS plus 30

category will be placed in the Master's Degree salary category.

Career Technical bargaining unit members assigned in regular high schools will be paid on the same schedule as regular classroom teachers.

1601.10 Employment of Retired Teachers

As used in the Section, "retired teachers" means bargaining unit members who have retired and have received service retirement benefits from the State Teachers' Retirement System for a period of time consistent with STRS requirements for the maintenance of retirement benefits. Retired teachers may be employed in full or part-time bargaining unit positions. Notwithstanding any other provision of this Agreement to the contrary, retired teachers will be compensated in accordance with 1601.07 or 1601.08 or, in the case of part-time employment, a prorated salary. Retired teachers will be employed under one-year limited contracts only and will not be eligible for either multi-year contracts or continuing contracts. Retired teachers will not be eligible for any retirement incentive that may be offered by the Board. Retired teachers shall be entitled to all other benefits in this Agreement except for health insurance. Notwithstanding any other provision of this Agreement to the contrary, the employment contracts of retired teachers shall automatically expire at the end of the school year for which the contract was issued, without Board action to non-renew such contracts. Retired teachers shall have no right to employment in any subsequent year unless awarded a contract for that year by action of the Board.

SECTION 1602 DEFINITION OF YEAR

As used in this Article, "year" means actual service under a teaching contract of not

less than 120 school days within a school year.

**SECTION 1603
EXTRA-CURRICULAR
SUPPLEMENTAL CONTRACT PAY
CONSIDERATIONS**

1603.01 Time of Payment

Payment for extra-curricular supplemental contract activities will be paid on the first pay date following completion of the total assignments. Supplemental pay shall be itemized on the pay check.

Bargaining unit members with year-long assignments will receive payment for one-third (1/3) of the assignment completed, December 20, March 20, and June 20 at the end of the school year. The principal or immediate supervisor will verify completion of the assignment to the Personnel Department.

**1603.02 Extra-Curricular
Supplemental Contract
Salary Schedule**

- A. Transferring in of experience for placement on salary schedule.
1. Each year as a head coach, director, etc., in a given activity will be accepted as one (1) year of experience in that activity for placement on the head coach salary schedule.
 2. When moving from assistant to head positions each two (2) years of experience as an assistant in a given activity will be accepted as one (1) year of experience in that activity for placement on the head coach salary schedule. Partial years will be dropped.
 3. Each year as an assistant in a given activity will be accepted as one (1) year of experience in that

activity for placement on the assistant coach salary schedule.

- B. The index listed for each salary classification will be applied to the beginning 0 Step of the BS Degree salary schedule which is in effect in September of each school year. Supplemental salaries will not be changed during a given school year as a result of an increase in the base salary schedule during that year.
- C. A stipend of \$2,000.00 is allocated to each of the four (4) high schools for supervisors of conditioning. A plan for the payment of the \$2,000.00 to staff members will be developed by the Athletic Council and be approved by the athletic director and the principal of each school. This plan will be submitted to the Personnel Manager for the following school year by June 1st of each year.
- D. The subsidy for high school club advisors will be \$3,000.00 per high school (including the Career Academy) for club advisors' salaries. These funds shall be used at the discretion of the high school principal and shall include costs related to the school musical (i.e., vocal director, orchestra director and choreographer). The principal of the building will be responsible for evaluating the performance of the clubs annually, and for developing his/her plan for the following year. This plan must be submitted to the Personnel Manager by June 1st for the following school year.

Each high school will be granted up to fifty (50) hours of paid class coverage for those class and club advisors whose groups meet during the school day. This shall be utilized by each building principal as the need arises.

Each of the middle schools will be allocated \$2,000.00 to be used at the

discretion of each building principal for clubs, musicals, newspaper advisor, student council advisor, etc.

Each of the intermediate schools will be allocated \$2,000.00 to be used at the discretion of each building principal for clubs, musicals, newspaper advisor, student council advisor, etc.

Each elementary school will be allocated an amount determined by multiplying the October ADM for that school times \$2.50 per pupil to be used at the discretion of each building principal for clubs, musicals, safety patrol coordinator, student council advisor, etc.

E. Strings

1. Intermediate School (6th Grade) Strings - This position will warrant a one-half (1/2) contract only if twelve (12) or more students are enrolled in the program at a given school. If there are a minimum of thirty (30) string players or more, scheduling orchestra with a minimum of five (5) weekend, evening or after school performances per year, the instructor shall receive a full supplemental contract.
2. Middle School Strings - This position will warrant a one-half (1/2) contract only if twelve (12) or more students are enrolled in the program at a given school. If there are a minimum of thirty (30) string players or more, scheduling orchestra with a minimum of five (5) weekend, evening or after school performances per year, the instructor shall receive a full supplemental contract.
3. High School Strings - A high school strings (orchestra) program must have a minimum of twelve (12)

students enrolled in orchestra in order for the instructor to qualify for one-half (1/2) of a supplemental contract. If there are a minimum of thirty (30) string players or more, and orchestra is involved in a minimum of seven (7) weekend, evening or after school performances per year, the instructor shall receive a full supplemental contract.

- F. Each high school will be given the option of employing a trainer, an Assistant Athletic Director, and an equipment manager, according to the salary schedule, with that person assuming full responsibility for the respective position or the school may employ more than one (1) person with each person assuming partial responsibility and partial pay for the position. The principal will recommend the plan to be used in his/her building and the payment of the amount of salary for each person when the joint plan is used.
- G. The following are independently Board published items incorporated herein by reference. A copy of each is maintained in each building at the principal's office, the professional library, and the teachers' lounge/work area:
1. Guidelines for Formation of New School Activities;
 2. Criteria and Procedure for Requesting Additional Extracurricular Personnel; and
 3. Criteria and Responsibility Factors for Supplemental Pay for Extracurricular Activities.

1603.03 Hourly Rate Instructors

Home Instruction Teachers, Detention Teachers, Adult Education Instructors, Summer School Instructors and Alternative School Teachers including bargaining unit members assigned the above duties outside the regular work day shall be paid an hourly rate of pay as set forth on Step 0-2 of Appendix E of this Agreement.

Community Education Instructors will be paid an hourly rate as determined by agreement between the instructor and the Board. Such rate need not be the same for each community education course.

1603.04 Long Term Projects

A. Compensation

When, in the opinion of the Administrative Team, the District has a project which shall be sustained over a long period of time and shall be of significant benefit to students within the District, but which cannot be successfully carried out by bargaining unit members within the regularly assigned day, an assignment of the duty shall be made on a month-to-month basis. Compensation shall be made for such duty not to exceed \$500.00 in any one (1) year.

B. Entry Year Program

1. The Entry Year Program dated March 7, 1990, will, during the term of this Agreement, be maintained in effect.
2. Entry Year Program Compensation
 - a. Annual PAL Stipend, \$750.00.
 - b. Annual Steering Committee Member (Association) Stipend, \$750.00.

- c. Annual Inductee Meeting Attendance \$30.00 for each of three (3) meetings - \$90.00.

1603.05

Professional Development

1603.051

Bargaining unit members who have verification of credit in their personnel files for TABA, BASICS, ECRI, and implementation of ECRI prior to December 31, 1999, will be eligible to receive credit for advancement on the salary schedule subject to the provisions of 1603.051 as stated in the 1996-1999 Master Agreement.

1603.052

Continuing Education Units will be awarded to bargaining unit members who complete LPDC approved professional development programs.

1603.06 Mileage Reimbursement

Bargaining unit members who must drive their personal vehicles while performing school duties will be reimbursed at the maximum deductible rate permitted under Internal Revenue Service Regulations currently in effect. Mileage reports are to be submitted to the employee's immediate supervisor for approval and the reimbursement shall be made on a monthly basis.

1603.07 Confidentiality of Salary Information

To the fullest extent allowed by the law, the District shall keep salary and other information relating to employment confidential.

Every effort will be made to keep names, addresses, and telephone numbers of bargaining unit members confidential.

1603.08 Severance Pay

The Board shall, upon retirement of an employee from active service from the Board, which is within 120 days of last paid service by said Board, and approved by the State Teachers' Retirement System, grant severance payments based on such employee's accrued but unused sick leave as follows:

**1603.081 Sick Leave
Accrual Method**

- A. The maximum payment shall not exceed the total number of days arrived at by applying the following calculation:

One third (1/3) of the bargaining unit member's accumulated but unused sick leave to a maximum of 285 days.

- B. The Treasurer of the Board shall determine the daily rate of payment by dividing the annual salary by the actual number of days included in the term of service under the bargaining unit member's current contract.
- C. The Treasurer shall determine the total severance pay the employee will receive by applying the following formula:

DAILY RATE
(As established in Section B)

MULTIPLIED BY

DAYS OF SICK LEAVE
(As established in Section A).

Severance pay will be limited to payment for a maximum of 95 days.

- D. Members retiring from positions as Tutors (Article IX) will be paid severance pay based on the value of one-third (1/3) of the member's accrued and unused sick leave hours, to a maximum of 1500 accrued hours (500 maximum paid hours), times the member's hourly rate of pay at the time of retirement.

1603.082 Application

Payment shall be granted only upon the application. Such application shall be made no less than sixty (60) days from the effective date of retirement.

1603.083 Payment

The severance pay of any bargaining unit member retiring shall be paid within ninety (90) days from the date of retirement as certified by the appropriate retirement system.

1603.084 Death

If a bargaining unit member otherwise eligible for severance pay as stipulated above dies, payment equal to the amount the member would have qualified for under Section 1603.081 shall be made to his/her estate.

The phrase "...otherwise eligible for severance pay as stipulated above..." appearing in the above paragraph includes and refers to the circumstance of a bargaining unit member with accrued and unused sick leave to that member's credit at the time of death, regardless of whether the member

is eligible for retirement at the time of death. Pursuant to this clarification, the Board of Education will pay severance pay to the estate of a deceased bargaining unit member in the same amount and manner as though the employee were eligible for severance pay by reason of retirement. This will apply only to an employee deceased on or after October 1, 1994.

**1603.085 Severance
Transfer to Tax
Sheltered Annuity
403(b) and /or
457 Plan**

A retiring bargaining unit member may request that all or a portion of the member's severance pay be transferred to a tax sheltered annuity 403(b) and/or 457 Plan provided that the transfer is permissible under then-existing IRS regulations governing the tax shelter of such payments. Transfer will be made only to a 403(b) and/or 457 Plan that is previously in place and which complies with Board regulations applicable to 403(b) and/or 457 Plans for members. The District and Treasurer assume no liability for the tax consequences of such a transfer and have no obligation to advise the member of the tax consequences of any transfer made pursuant to this Section. Any member requesting such a transfer will hold the District harmless from any liability connected with the transfer except loss resulting from failure on the part of the District, or any of its employees, to comply with this provision. If the member's total severance pay exceeds the amount to be transferred to the member's 403(b) and/or 457 Plan, the

balance will be paid to the member in accordance with Section 1603.083 above.

1603.09 Pay During Emergency Closing

Bargaining unit members will receive full pay for days when school is closed because of an emergency, provided they follow the directions in Article XVII, Section 1700.23. Also, when following the conditions of the Article, there will be no deduction for sick leave or for emergency leave. All days in excess of five (5) authorized calamity days for which school is required to be made up will be served without additional compensation and will be on a schedule mutually agreed to by the Board and the Association.

1603.10 Insurance Coverage – Private Vehicle

Bargaining unit members not covered by, or until covered by, adequate Board insurance which will hold bargaining unit members harmless for loss and liability, shall not be requested or directed by any member of the administrative staff to transport students. Bargaining unit members may volunteer to transport students if they wish. Head Start personnel who are covered by Board liability insurance may be required to provide non-routine transportation for pupils. In the event of claims for damages arising out of such transportation the Board will defend and indemnify the employee, whether sued individually or jointly with the Board, to the extent required by the Ohio Revised Code. Any such member will immediately notify the Board of any accident involving the transportation of pupils and any claims made as the result of any such accident and will cooperate in the investigation and defense of such claims.

SECTION 1604
PAYCHECK DISTRIBUTION

**1604.1 Payroll Option Selection
Procedure**

Each bargaining unit member shall select his/her choice of once or twice monthly pay option on an annual basis. New bargaining unit members hired after January 1, 2000, shall be paid twice monthly. Notification of a desire to change the pay option must be submitted to the Treasurer of the Board on the appropriate form, (Request for Change in Pay Cycle) on or before June 1st of each year. Such change will become effective at the beginning of the contract year following June 1st. The Treasurer's acknowledgment of receipt of such notification will be sent, in writing, to the bargaining unit member.

Effective with the 2006-2007 school year and thereafter, all bargaining unit members shall be paid twice monthly. Bargaining members hired prior to January 1, 2000 shall have the payroll option of once monthly until that time.

Deductions will be made from all paychecks issued regardless of whether the bargaining unit member opts for once or twice monthly pay. Those personnel being paid twice per month will have one half (1/2) of the total amount of deductions deducted from each paycheck.

1604.2 Dates of Payment

The two (2) pay dates for bargaining unit members will be the 5th and the 20th of each month.

When the 5th or the 20th of the month falls on Saturday, Sunday, a holiday, vacation period (except during spring or winter break), or a day in the master calendar when the member is not on duty, paychecks will be distributed on the last work day preceding said pay date.

- A. Bargaining unit members selecting the once-per-month option will be paid on the 20th of each month. Bargaining unit members paid on a time sheet basis will be paid once per month on the 20th. (Note: This paragraph becomes obsolete effective the 2006-2007 school year and thereafter, when all bargaining unit members will be paid twice monthly.)
- B. All certificated/licensed personnel on extra-curricular supplemental contracts (such as class advisor, coaching, intramural, club advisor and co-curricular salaries) will receive their supplemental pay on the 20th date.
- C. During the contract year while bargaining unit members are on duty, all paychecks for bargaining unit members will be distributed in their respective buildings by 1:00 p.m. on the designated payday.

Bargaining unit members not on duty during the summer months may have the option of having their paychecks mailed to one (1) designated address during the summer, or they may pick up their paycheck at the Treasurer's Office in the District Service Center. This option is made once per year, and all paychecks due the member during the summer months must be processed by this option. Paychecks which are to be mailed will be mailed by 11:00 a.m. on the day before the designated payday.

When the 5th or the 20th falls during winter break or spring break, the District will mail paychecks to the address on record for each Bargaining Unit Member unless the Bargaining Unit Member provides the Treasurer's Office with a different address no later than the preceding payday. Paychecks will be mailed by 11:00 a.m. the day before the designated payday.

- D. Bargaining unit members electing to have their paycheck mailed shall, by June 1st of each year, provide the Treasurer with the one (1) address where all summer checks are to be mailed. If no address is furnished, it shall be the bargaining unit member's responsibility to pick up his/her paycheck at the Treasurer's Office. The Treasurer's Office will provide the envelopes and pay the cost of mailing paychecks.
- E. When a mailed paycheck fails to arrive at the provided address by 2:30 p.m. on the second (2nd) normal mail delivery day following the designated pay date the bargaining unit member may request the Treasurer to issue a duplicate paycheck.
- F. The Treasurer shall issue a duplicate paycheck by 4:00 p.m. on the second banking day subsequent to receiving the request from the employee for a duplicate paycheck.

1604.3 Paycheck Errors

Any error in a bargaining unit member's paycheck shall be reported to the Treasurer's Office no later than 2:00 p.m. on the next regular working day after the payday on which the error occurred. Failure to report such errors by that time shall result in said errors being corrected on the bargaining unit member's next paycheck. Paychecks in which an error has been made shall not be cashed, deposited, or otherwise negotiated if the member desires to avail himself/herself of an expedient correction. Errors on paychecks that have been cashed, deposited, or otherwise negotiated shall be corrected on the member's next paycheck. For those errors reported within the above time limits, every effort will be made to correct (i.e., corrected paycheck being issued) said errors by 4:00 p.m. on the day they are reported.

Errors which are the result of the bargaining unit member's failure to follow established payroll procedures (e.g., completing time sheets, meeting payroll deadlines, filing necessary withholding and other payroll forms, etc.) or the member's failure to exercise reasonable care and responsibility in notifying the Treasurer's Office of relevant payroll information shall be corrected on the member's next paycheck.

1604.4 Communications Regarding Payroll

All communications regarding payroll deductions shall be made to the Treasurer of the Board.

1604.5 Direct Deposit of Pay

Each bargaining unit member will have the option of having his or her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system. New bargaining unit members hired after January 1, 2000, shall have his/her pay deposited directly through electronic transfer to a financial institution. Members shall receive pay stubs each payday including those for the summer months, which shall be mailed. Members desiring to begin or discontinue direct deposit must notify the Treasurer during the month of September of each year.

1604.6 Social Security Numbers

No later than the beginning of the 2006-2007 school year, Social Security numbers will be removed from bargaining unit member pay stubs.

For the 2005-2006 school year, pay stubs shall be distributed in sealed envelopes.

The Board and the Association will form a joint study committee to identify other potential security issues related to bargaining unit member Social Security

numbers. The Superintendent and the Association President will each appoint up to four (4) members to the committee. The Committee will present a report and recommendations to the Superintendent and the Association President no later than May 1, 2006.

1604.7 Electronic Notification

Each bargaining unit member will have the option of receiving their payment notification electronically. Those wishing to begin or discontinue electronic notification of payment shall notify the Treasurer's Office in writing on the district-approved form.

SECTION 1605 PAYROLL DEDUCTIONS

1605.01 Retirement

The Board will pickup (assume and pay) contributions to the State Teachers Retirement System on behalf of members of the bargaining unit with the following terms and conditions:

- A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required in ORC Section 3307.51. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.
- B. The Board shall compute and remit all applicable contributions to the STRS based upon annual salary and/or earned compensation which includes the amount of pickup computed herein.
- C. The pickup percentage shall apply uniformly to all members of the bargaining unit. No bargaining unit member covered by this provision shall have the option to elect a wage

increase or other benefit in lieu of the employer pickup.

- D. The pickup became effective January 1, 1984, and applies to all compensation including supplemental earnings.

1605.02 Income Tax

Federal, Ohio, and municipal (if applicable) income tax will be withheld from each salary payment in accordance with the bargaining unit member's exemption certificate and the applicable withholding rate.

1605.03 Tax Sheltered Annuity 403(b)/457 Plans

The Treasurer may be authorized by the bargaining unit member to withhold certain portions of a salary to purchase 403(b) and/or 457 Plans for the member. Annuities shall be purchased from companies previously approved by the Board. The income tax on the IRS 403(b) and/or 457 Plan is then deferred to a later date.

1605.04 Miscellaneous Deductions

The Treasurer is permitted, with the authorization of the bargaining unit member, to withhold portions of the bargaining unit member's salary for any or all of the following: (1) the Franklin County School Employees Federal Credit Union, (2) the Whitehall Employee's Federal Credit Union, (3) the Ohio Tuition Trust Authority, (4) the State Teachers Retirement System for the repurchase of service credit, or (5) the South-Western Education Foundation.

1605.05 Political Action Committee

The Treasurer shall take such deductions from a bargaining unit member's regular

monthly earnings as may be authorized by the bargaining unit member and shall transmit them to FCPE (OEA) or SWEA-PAC in accordance with guidelines developed cooperatively by SWEA and the Treasurer.

1605.06 Deduction for Absence or Separation

Deductions for any reason for which salary is deductible shall be at the rate of 1/185th of the annual salary for each day lost.

1605.07 Insurances Available to Regular Employees

The following insurances shall be available for all regular full-time bargaining unit members who choose to enroll in the insurance programs: Health Care, Dental, Vision and Life Insurance.

Group insurance benefits available to members of the bargaining unit are determined and may be changed from time to time by the South-Western City Schools Insurance Committee. That committee is organized under an agreement dated October 26, 1995 by and between the Board of Education, OAPSE, the South-Western Education Association and the South-Western Administrators' Association, which agreement is incorporated as if rewritten into this Agreement.

The Treasurer may, with the authorization of the bargaining unit member, withhold portions of the member's salary to pay group insurance premiums.

1605.071

Regular Full-Time Employees -- A regular full-time employee is one employed on a regular basis for the school year who works three-fourths (3/4) of the school day or more; if the employee's regular assignment consists of full days but fewer than five (5) days

per week, the employee will be considered full-time if regularly employed for three-fourths (3/4) of the school week or more. Such employees are entitled to full participation and benefits in all insurance programs provided by the Board.

1605.072

Regular - Less Than Full-Time -- A regular, less than full-time employee is one employed on a regular basis for the school year who works less than three-fourths (3/4) of the school day; if the employee's regular assignment consists of full days but fewer than five (5) days per week, the employee will be considered part-time if regularly employed for less than three-fourths (3/4) of the school week. The same insurance programs are available to regular, less than full-time employees as are available to full-time employees. The Board's premium contribution will be proportional to the amount of time such employee works compared with the amount of time a full-time employee works (e.g., for a half-time employee, the Board will pay 50% of the premium otherwise payable by the Board). The employee will pay the balance of the premium through payroll deduction.

1605.073

Insurance Coverage During Leave Of Absence -- An employee granted a leave of absence by the Board may continue all or any selected insurance coverage(s) for the duration of such leave to a maximum of two (2) years. However, except as otherwise provided by the Family and Medical

Leave Act of 1993, the employee must pay 100% of the premium(s) during the leave.

1605.074 Payment of Premiums Table

A. Regular Employees – Full-Time

<u>Coverage</u>	<u>Health Care*</u>	<u>Vision</u>	<u>Dental</u>	<u>Life</u>
Single	100% Paid by Board	100% Paid by Board	100% Paid by Board	\$50,000 Paid by Board
Family	65% Paid by Board	100% Paid by Board	100% Paid by Board	\$50,000 Paid by Board for Employee Only

When the premiums or percentage of premiums are to be paid by the bargaining unit member, the premium will be deducted from the bargaining unit members' paycheck through regular payroll deduction procedures.

* For employees who enroll for family coverage and their spouse is also a full-time employee of the District, the Board will pay 65% of the total family premium plus the single premium cost.

B. Regular Employees - Less than 3/4 of the school day.

<u>Coverage</u>	<u>Health Care, Dental, Vision, Life Insurance</u>
Single	Premium pro-rated based on percentage of

day(s) (or week(s) if the employee regularly works full days for fewer than five (5) days per school week) worked.

Family Premium pro-rated based on percentage of day(s) (or week(s) if the employee regularly works full days for fewer than five (5) days per school week) worked.

- C. For an employee who enrolls under paragraph A above for family coverage whose spouse is also a regular full-time District employee, the Board will pay 65% of the total family premium plus the single premium cost. For an employee who enrolls for family coverage under paragraph A above whose spouse is a regular, less than full-time District employee, the Board will pay 65% of the total family premium plus the single premium cost prorated as to the spouse's part-time service. For an employee who enrolls for family coverage under paragraph B. above whose spouse is also a District employee, the Board will pay 65% of the total family premium prorated as to the employee's part-time status plus the single premium cost prorated as to the spouse's part-time status if the spouse is less than a full-time employee.
- D. The Board will to the extent available under Internal Revenue Code Section 125 pay any health insurance premium

contributions payable by the employee on a pre-tax basis.

1605.075 Application Procedures

Group Insurance Benefits - New employees who wish to enroll must do so within thirty (30) days of their effective employment (starting) date. All other bargaining unit members who wish to enroll or change coverage may do so only during the open enrollment period of each year. Exceptions to the open enrollment period would be granted due to marriage, divorce, death in immediate family, spouse laid-off from job, etc.

1605.076 Files

All files regarding insurance programs will be maintained in the Treasurer's Office. Requests for information about insurance programs should be directed to the Treasurer's Office.

1605.077 Coverages

The insurance coverage shall not be modified during the term of this Agreement except as provided in the South-Western City Schools Insurance Committee Agreement referenced in 1605.07.

1605.078 Worker's Compensation

All bargaining unit members are protected under the Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment.

1605.079 Section 125 Flexible Spending

Plan

The District will make available to the members of the bargaining unit a Section 125 plan providing for a medical flexible spending account with the maximum annual limitations provided by law and a dependent care flexible spending account with the maximum annual limitations. The Board will provide yearly maximums on the annual 125 Plan information sheet.

1605.0710 Student Insurance Program

Bargaining unit members may usually enroll and be insured through the Student Insurance Program that is offered each fall at the opening of school. Information regarding this type of coverage is distributed by each principal in the buildings.

SECTION 1606 RETIREMENT INCENTIVE

1606.01 Eligibility for Retirement Incentive

Bargaining unit members who apply and are accepted for service retirement benefits from the State Teachers Retirement System with an effective retirement date of July 1 of the school year immediately following the school year in which the member first becomes eligible for service retirement will be paid retirement incentive payments as provided in this Article. Bargaining unit members who do not retire in the year of first eligibility forfeit the opportunity to receive a retirement incentive payment.

1606.02 Retirement Incentive Amounts

Bargaining unit members eligible for retirement incentive payments will be paid a lump sum payment based on the number of credited retirement service years, as determined by the State Teachers' Retirement System, times five hundred dollars (\$500) per year up to a maximum of \$15,000.

1606.03 Payment

The retirement incentive of any bargaining unit member shall be paid within sixty (60) days after January 1st of the calendar year following retirement.

ARTICLE XVII

TEACHING CONDITIONS

SECTION 1700

NORMAL TEACHING DAY

1700.01 Definitions

As used in this Article the term "class convenes" (starting time) means that time at the beginning of each school day when the first scheduled pupil assignment commences.

The term "school is dismissed" (dismissal time) means the scheduled ending time of the last pupil assignment.

The term "homeroom" means that scheduled time during the school day when school management and communication functions, such as attendance taking and announcements occur.

The term "student day" means that period between the time class convenes and the time school is dismissed.

The term "normal teaching day" means reporting time for teachers at each instructional level as defined by Section 1700.02.

Standard Schedules

Schedules for the schools of the District at each instructional level will be determined by the Board in compliance with the educational standards governing the operation of public schools in Ohio and the provisions of this Agreement. Appendix F describes the standard schedules for the schools of the District at each instructional level on the effective date of this Agreement. The specific times described therein will vary by a few minutes from school to school based on local needs. The standard schedule may change from year-to-year during the term of this Agreement provided that any such change

resulting in a significant departure from the standard times described in Appendix F will not be implemented without first giving the Association notice of such change and the opportunity to bargain.

1700.02 Reporting Time

A. Elementary, Intermediate and Middle School Report Time

Bargaining unit members assigned to the elementary, intermediate and middle schools must report thirty (30) minutes before the first class convenes, which includes homeroom, and shall remain until fifteen (15) minutes after school is dismissed or until his/her last official duty such as bus supervision or other similar assignment is concluded. The bargaining unit member may come later or leave earlier at the discretion of the building principal.

Bargaining unit members who, as the result of consistently late bus arrivals are routinely required to remain on duty more than fifteen minutes after school is dismissed will notify the building principal. If the principal is unable to change the timing of the bus route, the principal shall modify the bargaining unit member's daily schedule by agreeing to a later beginning time in the morning or such other modifications as may be mutually agreeable.

B. High School Report Time

Bargaining unit members assigned to the high schools will report not less than fifteen (15) minutes before the first class convenes, which includes homeroom, and shall remain until ten (10) minutes after school is dismissed or until his/her last official duty such as bus supervision or other similar assignment is concluded. The bargaining unit member may come

later or leave earlier at the discretion of the building principal.

- C. The length of the regular school day for bargaining unit members will not exceed seven hours forty-five minutes, inclusive of lunch.
- D. Other responsibilities which may extend beyond the normal teaching day are covered under this Agreement.

1700.03 Lunch Periods

Lunch periods shall be for a minimum of one-half (1/2) hour free from assignment duty. Bargaining unit members shall not be assigned additional duties in order to implement the thirty (30) minutes uninterrupted, duty-free lunch period.

1700.04 Leave from Building During the School Day

1700.041

Bargaining unit members shall be permitted to leave the building during their scheduled lunch periods after notifying the principal or his/her designee.

1700.042

Bargaining unit members shall not leave the building during class or duty times without first receiving permission from the principal and making arrangements for coverage.

1700.05 Building Faculty Meetings

Bargaining unit members will not be required to attend more than eighteen (18) general staff meetings per year outside the regularly scheduled normal teaching day, not to exceed a total of eighteen (18) hours in the aggregate. No meeting will be scheduled and held on the same day,

except under extenuating circumstances. Meetings will not exceed one (1) hour in duration and will be scheduled to commence immediately before or after the normal teaching day. The exception to the one (1) hour maximum is that up to two (2) meetings may be one and one-half (1-1/2) hours long. Notice of such meetings for a school site should be given one month before the meetings are to be held and are not subject to the exception in sentence two, above. Meetings scheduled to last one and one-half (1-1/2) hours shall count as one and one-half (1-1/2) hours toward the total eighteen (18) hours independent of their actual length.

If general staff meetings are called on other than the established day, bargaining unit members who have schedule conflicts are excused from attendance upon notification to the principal. Should the bargaining unit member not be able to attend the general staff meeting, the member has the responsibility to meet with the principal to hear the essence of the meeting either before or after the meeting.

Departmental, phase, or grade level meetings should be substituted for a general staff meeting whenever possible. When scheduled by an administrator these meetings count toward the eighteen (18) meetings referred to above.

District inservice which is on a voluntary basis is not included in this Article.

1700.06 Unsatisfactory Conditions

When the environmental conditions in an area of building assignment are, in the bargaining unit member's judgment, detrimental to the educational process, the member may notify the building principal. Such notice will be in writing.

Upon notification, the building principal or his/her designee will take appropriate steps in an effort to bring about a

satisfactory solution to the condition and notify the bargaining unit member within three (3) work days as to what is being done to remedy the condition. The use of available alternate classroom facilities will be considered where appropriate. The problem will be remedied, if practicable, within two (2) weeks from the date of the original complaint. Upon mutual determination that no satisfactory solution is available at the building level, the principal will notify the Superintendent of the complaint and the actions taken in response to the complaint. If the Superintendent is unable to bring about a mutually agreeable solution, the Superintendent will make a written report to the Board with a copy to the Association President. Such report will include a statement of the condition and the actions taken in response to the complaint. The Association may make a presentation to the Board at the time the report is considered.

The District shall annually publish for all bargaining unit members the procedure for requesting change in the setting of the temperature and times of change of temperature in each building. With respect to temperature adjustment, the references in Paragraph 2 above to three (3) work days and two (2) weeks shall be, respectively, two (2) work days and one (1) week.

1700.07 Instructional Materials/Facilities

1700.071

The Board shall provide appropriate texts, library facilities, laboratory equipment, audio-visual equipment, maps and globes, art supplies, physical education equipment, current periodicals, paper and other clerical supplies, and supplementary materials as they are the tools of the teaching profession and for the benefit of

the students of the District as required to implement the Course of Study.

1700.072

Any new building erected during the term of this Agreement as a result of a bond issue, will be equipped with an appropriate clinic and appropriate office space for school psychologists suitable for private consultation. Clinic personnel and psychologists will have access to a telephone. With respect to any building upgraded as a result of a bond issue, appropriate clinic and psychologist office space will be incorporated where practicable.

1700.073 Process for Budgetary Requests

The Board shall publish annually to each Site Steering Committee the District's budget and procedures for submitting budgetary requests. Each Site Steering Committee shall establish a procedure for its building to submit requests for budgeted expenditures and shall, annually, communicate that procedure to the bargaining unit members in the building.

1700.08 Supervisory Duties

The building principal shall confer with staff members before making supervisory assignments. These conferences should be concluded before the school year dismisses for the summer. Supervisory duties will be equitably assigned among bargaining unit members in the building, provided that lunch room supervision will not be involuntarily assigned to bargaining unit members assigned to the high schools. Elementary teachers will not be required to collect lunch money.

Except in the case of specific assigned duties requiring attendance before or after the normal teaching day, all report times will occur during the normal teaching day. Supervision of elementary pupils during the first and last fifteen minutes of the normal teaching day will, to the extent feasible, be conducted at a central location in the building and assigned among building faculty members on a rotating basis.

1700.09 Number of Teaching Periods

1700.091 High School

The principal will further consult with the bargaining unit member about his/her teaching assignment. Five (5) teaching periods with a supervisory period or six (6) teaching periods are common in the present high school day (1980) as periods are now structured in the day. If a bargaining unit member is assigned six (6) teaching periods, he/she will not be involuntarily assigned any supervisory duty.

If the assignment mix cannot be made to the mutual satisfaction of all bargaining unit members involved, then the assignment of six (6) teaching periods will be done in such a manner as to distribute the additional responsibility from year to year.

1700.092 Middle School

The principal will further consult with the bargaining unit member about his/her teaching assignment. Up to five (5) teaching periods [six (6) for Unified Arts] with two (2) supervisory periods [one (1) for Unified Arts] are found in the present middle school day (1996-

1997) as periods are now structured in the day. If a bargaining unit member is assigned six (6) teaching periods, he/she will not be involuntarily assigned any before or after school supervisory duty.

If there are times during the normal teaching day that are not teaching periods or supervisory duties as mentioned above, their nature shall be determined by the Site Steering Committee.

**1700.093 Elementary Art,
Music, and
Physical
Education**

The principal will further consult with the bargaining unit member about his/her teaching assignment. Elementary art, music, and physical education teachers shall not be scheduled to teach more than six (6) classes per day in grades 1 through 5, with an equivalent schedule for those assigned to teach kindergarten pupils.

**1700.094 Intermediate
School**

The principal will further consult with the bargaining unit member about his/her teaching assignment. Unified arts teachers will teach up to six (6) periods with one (1) supervisory duty. The teaching schedule in the intermediate buildings will resemble the elementary school.

1700.10 Inservice/Workdays

The first contract day of the school year for all bargaining unit members as specified in the adopted school calendar will be reserved for District-wide or building

inservice or such other meetings or activities as may be scheduled by the Superintendent or his/her designee. The second contract day of the school year for all bargaining unit members will be reserved for classroom and/or lesson preparation without any meetings. The last contract day of the school year for all bargaining unit members will be used for end-of-the-year check-out responsibilities with no meetings. This day will immediately follow the last scheduled student day in that school year.

1700.11 Number of Class Preparations

Recognizing that a large number of preparations for middle and high school teachers in the academic areas may detract from their teaching effectiveness, the relevant administrators will make every effort to make teaching assignments such that teaching preparations are limited to three (3) or less for distinctly different courses. A bargaining unit member desiring to teach more preparations may do so with the permission of the principal.

1700.12 Class Size

Paragraphs A, B, and C below are effective in the 2005-2006 school year and thereafter:

- A. Effective with the 2003-2004 school year and thereafter, all regular elementary school classes (K-4) will be scheduled where possible to not exceed twenty-five (25) pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed twenty-six (26) pupils after the 17th day of school will be reduced so that no class will exceed twenty-six (26) pupils except that if the bargaining unit member and principal agree, a given class may exceed

twenty-six (26) pupils as an alternative to reorganization of the classes within the school building. Pupils enrolling after the 17th day of school will be assigned to that class within the building which has the fewest number of pupils. At the end of the second and third grading periods, any class having more than twenty-seven (27) pupils will be reduced in size to twenty-seven (27) or less, unless the bargaining unit member and principal agree otherwise. A class may be assigned twenty-seven (27) pupils only when necessitated by space limitations as verified by the Classroom Space Inventory Committee referenced in Item L below. When, and as long as, a class is assigned twenty-seven (27) pupils, a person will be assigned to assist the classroom teacher two (2) days per week. This will be accomplished without reassigning said personnel from other duties already allocated. Scheduling of said personnel will be done with the input of the classroom teacher. The Board will comply with State-mandated 25:1 average ratios for grades K-4. The maximum weekly class load for Unified Arts teachers will be 725 students with a maximum of 27 classes.

- B. Effective with the 2003-2004 school year and thereafter, all regular intermediate and middle school classes (5-8) will be scheduled where possible to not exceed twenty-five (25) pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed twenty-six (26) pupils after the 17th day of school will be reduced so that no class will exceed twenty-six (26) pupils except if the bargaining unit member and principal agree, a given class may exceed twenty-six (26) as an alternative to the reorganization of classes within the school building. Pupils enrolled after the 17th day of school will be assigned

to that class within the building which has the least number of pupils. At the end of the second or third grading periods, any 5th or 6th grade class having more than twenty-six (26) pupils will be reduced in size to twenty-six (26) or less, unless the bargaining unit member and principal agree otherwise. At the end of the second, third, fourth, and fifth grading periods, any 7th or 8th grade class having more than twenty-six (26) pupils will be reduced in size to twenty-six (26) or less unless the bargaining unit member and principal agree otherwise. A class may be assigned twenty-seven (27) pupils only when necessitated by space limitations as verified by the Classroom Space Inventory Committee referenced in Item L below. When, and as long as, a class is assigned twenty-seven (27) pupils, a person will be assigned to assist the 5th or 6th grade classroom teacher two (2) days per week and two (2) days a week for a 7th or 8th grade classroom for an amount of time equivalent to the time for which the teacher is responsible for those pupils. This will be accomplished without reassigning said personnel from other duties already allocated. Scheduling of said personnel will be done with the input of the classroom teacher. No more than thirty-one (31) students shall be assigned to a physical education class or a study hall. The maximum weekly class load for 5-6 Unified Arts teachers will be 810 students with a maximum of thirty (30) classes.

- C. Effective with the 2003-2004 school year and thereafter, all regular high school classes will be scheduled, where possible so as to have an average class size in each departmental area of approximately twenty-six (26) pupils per class. Classes which exceed thirty (30) pupils after the 17th school day for pupils will be reduced so that no class will exceed thirty (30) pupils, except

that if the bargaining unit member and the principal agree, a given class may exceed thirty (30) pupils as an alternative to reorganization of the classes within the given school. Pupils enrolling after the 17th day of school will be assigned to that class within each appropriate area having the fewest number of pupils. At the end of the second, third, fourth and fifth grading period, any class having more than thirty (30) pupils will be reduced in size to thirty (30) or less unless the bargaining unit member and principal agree otherwise. A class may be assigned thirty-one (31) pupils only when necessitated by space limitations as verified by the Classroom Space Inventory Committee referenced in Item L below. When, and as long as, a class is assigned thirty-one (31) pupils, a person will be assigned to assist the classroom teacher one (1) day per week for an amount of time equivalent to the time for which the teacher is responsible for those pupils. This will be accomplished without reassigning said personnel from other duties already allocated. Scheduling of said personnel will be done with the input of the classroom teacher. High school classes will be structured so that no teacher will have more than 155 students per day. No more than thirty-four (34) students shall be assigned to a physical education class, and no more than forty (40) students shall be assigned to a study hall.

- D. Special Education students mainstreamed and/or included in the regular education classroom for two (2) or more of the following academic areas shall count as one (1) pupil for the purposes of calculating class size:

Math
Social Studies
Science/Health
Reading
Language Arts

- E. No more than five (5) mainstreamed special education students are to be placed in any regular education classroom.
- F. The special education program of the District will be operated in conformity with the applicable regulations of the Ohio Department of Education.
- G. The teacher maximum pupil load and class size limits do not apply to teachers of musical performance classes and classes where enrollment is subject to permission of the instructor.
- H. Each full-time equivalent kindergarten teacher will have the services of a full-time aide in the classroom.
- I. Bargaining unit members who accept combined classes assigned in writing by the Administration at levels K-4 and who retain such assignments for the entire school year will be paid a supplement of one thousand eight hundred dollars (\$1,800.00) per year. The stipend amount will be pro-rated for members who do not hold such assignment for the entire year. Payment will be made as part of regular salary. This stipend will not be available for any teacher in any building whose combined class results from the teacher's own written initiation. Assignment to combined classes will be made consistent with Article VIII. Combined class assignments are not promotions.
- J. The Board will maintain three (3) full-time aides or the equivalent to assist the District school nursing staff.
- K. The Board will make every effort to balance the number of students assigned to be instructed by elementary art, music, and physical education teachers.

L. Classroom Space Inventory Committee

Effective in the 2002-2003 school year, the Board and the Association will establish a joint committee to conduct an ongoing inventory of classroom space and its utilization throughout the District. The committee will consist of four (4) representatives appointed by the Superintendent and four (4) bargaining unit members appointed by the SWEA President. The work of the committee will include, but not be limited to, identifying the use of every classroom and instructional area as well as the number of students utilizing such areas at various intervals throughout the school day. The committee will conduct the inventory at least twice per year at such times as the committee deems appropriate to generate the most accurate inventory. Within twenty (20) days of each inventory, the committee will submit an interim report of its recommendation to the Superintendent and the SWEA President. By May 1st of each year, the committee will submit a final report of its recommendation to the Superintendent and the SWEA President. During the inventory process as well as meetings necessary to develop the reports indicated herein, the bargaining unit members on the committee will be released from duty and the Board will provide substitutes.

1700.13 Room Assignment

At all instructional levels every effort will be made to give bargaining unit members with greater seniority a regular room assignment in accordance with the room assignment plan within a building. When necessary, the Site Steering Committee shall redefine the building room assignment plan prior to the implementation of the preceding sentence.

1700.14 Attendance at Open House

Bargaining unit members are expected to attend the school's annual Open House meeting. Urgent situations or personal illness may prevent a bargaining unit member's attendance. The building principal will approve all exceptions to attendance.

Bargaining unit members are encouraged to participate in parent-teacher organization meetings, programs, and activities other than the Open House. However, attendance is voluntary.

1700.15 Central OEA/NEA Day

When school is dismissed to permit bargaining unit members to attend professional meetings, all bargaining unit members are expected to attend the professional meeting of their choice which may include inservice as determined by their Site Steering Committee.

1700.16 Support in Maintenance of Discipline

A. Pupil Conduct Codes

The Board recognizes its responsibility to give all reasonable support and assistance to school personnel with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a student requires the attention of special services, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the bargaining unit member of responsibilities with respect to such student.

The Board and Association acknowledge the need for uniformity and consistency in the application of Board adopted pupil conduct codes. Bargaining unit members and administrators are expected to cooperate in the administration of pupil conduct codes.

B. Notice of Violent Behavior

The building principal will hold a meeting and inform affected bargaining unit members when admitting or readmitting a pupil in a class if the pupil is known to have been released from institutional care for violent behavior or known to have a propensity for violent behavior that poses a foreseeable danger to themselves or others. The scheduling of such meetings will be in writing.

C. Middle School Discipline

With regard to establishing a preventive and positive procedure for dealing with discipline, each middle school is encouraged to develop a process by which discipline and its causes can be evaluated. Data obtained through this process will be used to cooperatively develop the most effective and productive way(s) of dealing with the discipline problem(s) at each building.

D. Building Emergency Notification Plan

Each building administrator will develop, publish and retain on file a plan providing for notification of the building administrator or alternate administrator in the event of a building emergency.

E. Building Security Plan

Each building will have a building security plan developed annually by the Site Steering Committee. The

building security plan will be available to bargaining unit members.

1700.17 Assault or Legal Action

Any case of assault or legal action upon a bargaining unit member while acting within the scope of his/her duties shall be promptly reported to the Board or its designated representative. Bargaining unit members will be provided leave pursuant to 1500.1 (A) in the processing of any legal claims/actions relating to same.

1700.18 Bargaining Unit Member Incurring Injury or Damage

Should a bargaining unit member incur injury or damage to himself/herself or his/her personal property as the result of an accident suffered in the course of his/her employment, the Board shall refer the claim to the Treasurer of the Board who, in turn, will prepare the proper reports for disposition of the case.

1700.19 Consent to Participate in Research

Teacher Consent in Research Projects by College Students or Outside Agencies

In order that the bargaining unit member is well informed and so that the educational programs continue at present quality levels or better, the following steps will be used as guidelines:

1700.191

Involvement in educational research projects is strictly on a volunteer basis.

1700.192

The bargaining unit member will be consulted prior to any scheduling of research projects.

1700.193

The bargaining unit member shall be consulted in regard to such things (but not limited to) as the amount of time involved in such projects, both on the part of students and members.

1700.194

No recordings (audio or audio-visual) of any type will be permitted without the consent of the bargaining unit member.

1700.195

The bargaining unit member is to be advised on any and all results of such study if requested in writing.

1700.196

The bargaining unit member will be involved in the decision about the extension or cancellation of such studies.

1700.20 Individual Conference Guidelines

Bargaining unit members shall be afforded the following opportunities:

1. To know the general purpose of any meeting prior to attending.
2. To arrange, in cooperation with the administrator, a mutually agreeable time for meeting.
3. To have an Association representative of their choice at any meeting to provide counsel, or the opportunity to request such counsel during the meeting.

1700.21 Reports and Check Out

Every bargaining unit member will be responsible for submitting all proper reports and checking out with the principal within two (2) days after the last pupil attendance day. Exceptions may be made by the building principal.

1700.22 Controversial Issues

The Board, recognizing that gradual social change is inevitable and that such changes involve controversial issues, approves the scientific study of controversial issues in an atmosphere void of partisanship and bias. The bargaining unit member shall at all times remain an impartial moderator and shall neither directly or indirectly attempt to manipulate or control the thinking of his/her pupils on such issues.

1700.23 Emergency Closing

When schools are closed on a day-to-day emergency basis because of inclement weather, snow, ice, utility breakdown, etc., bargaining unit members will not be required to report for duty. When the buildings are open, the bargaining unit members may go into their buildings to continue planning and preparation for the reopening of school.

1700.24 Staff Facilities

Bargaining unit members shall not be required to perform custodial duties. Bargaining unit members may be required to keep their personal property cleaned and stored.

1700.25 Kindergarten Parent-Teacher Conferences

Full-time kindergarten teachers who teach two (2) sections of regular half-day kindergarten and who conduct more than

twenty-five (25) parent conferences in connection with the scheduled fall and spring parent conference days may schedule two (2) half-day supplemental parent conference periods. Supplemental conference periods will be scheduled in conjunction with the district-wide Spring and Fall parent-teacher conferences and held at times when pupils are not scheduled to be present. Such kindergarten teachers will receive additional compensation at the rate of one-half (1/2) day's pay for each supplemental conference period.

1700.26 High School Department Designees

An annual stipend will be appropriated each year to compensate high school teachers who are assigned to departments for which there is no department head and who are assigned additional responsibilities for the benefit of their department(s). The amount and payment of the subsidy will be determined by the Site Steering Committee annually. The amount of the stipend for each high school building and the career academy is \$5,000.

SECTION 1701 PLANNING

1701.1 Individualization of Teacher Planning

Each bargaining unit member is required to have a daily lesson plan for the purposes of individual planning, use by substitute teachers, and meeting State Department of Education Guidelines. In preparing any daily lesson plan the following guidelines will be followed:

1. The daily lesson plan will include goals, objective(s), rationale, materials and sequenced activities with evaluation procedures or other appropriate plans as approved by the building principal. In order to avoid unnecessary repetition, a lesson plan may reference

textbooks, graded courses of study, teacher edition texts, and unit plans.

2. The daily lesson plan must be available, if requested, at the time of a significant job performance observation.
3. Bargaining unit members must provide a daily lesson plan for their substitute teacher.
4. Three times per year during an unannounced informal visit, the evaluator may view a member's daily lesson plan for the time of the visit. After the informal visit, the evaluator will provide feedback concerning the daily lesson plan to the bargaining unit member.
5. Review of lesson plans will not be made for purposes of harassment.

1701.2 Elementary School Planning Time

Full-time bargaining unit members in the elementary schools will have a minimum planning time of not less than two hundred (200) minutes per week within the normal teaching day. Of that time, members will have a planning time of at least three (3) forty-five (45) minute planning periods per week or two (2) sixty (60) minute planning periods per week during the student day.

1701.3 Intermediate and Middle School Planning Time

Full-time bargaining unit members in intermediate and middle schools will have a minimum planning time of no less than five (5) forty-five (45) minute periods per week. Planning time will be allocated daily as it is currently scheduled. The principal will not use individual planning time or phase level meeting time for topics that

would otherwise be covered in building staff meetings.

1701.4 High School Planning Time

Full-time bargaining unit members in high schools will have a minimum of one (1) full period per day for planning time.

1701.5 Site-Based School Program Enhancement

A. School Program Enhancement Funds

For the 1999-2000 school year the Board will allocate the sum of \$300,000 as school program enhancement funds to be spent in accordance with this pilot program. For the 2000-2001 school year and each succeeding year of this Agreement, the Board will allocate the sum of \$325,000 as school program enhancement funds to be spent in accordance with this pilot program. Funds will be allocated in the following manner:

1. Each school will be allocated a minimum allocation as follows:
 - a. Elementary Schools, \$4,000;
 - b. Intermediate Schools, \$6,500;
 - c. Middle Schools, \$8,500;
 - d. High Schools, \$5,000.

2. The funds remaining after the minimum allocation will be allocated to each of the schools on a per pupil basis based on the school's October ADM count. A school may spend up to 80% of its anticipated October ADM count prior to October 1.

Any amount not expended from the School Program Enhancement Fund at a specific school in any

given year will be added to the amount appropriated for that school in the following year. If the State Auditor has declared the district in Fiscal Watch or Fiscal Emergency, the Board may, after prior notice to the Association, transfer any unencumbered amount in the School Program Enhancement Funds to the General Fund for the duration of the Fiscal Watch or Fiscal Emergency.

B. Establishment of the Building Plan

Each Site Steering Committee, will establish a program for the use of the School Program Enhancement Funds (the "Building Plan") consistent with the site-based decision making provisions in this Agreement. The Building Plan will identify the school needs to be served, which needs will be determined based on objective data. The Building Plan will also set forth each of the following:

1. a description of the specific needs to be served by the plan and the manner in which the needs were identified,
2. a description of the pupil population to be served by the plan,
3. measurable goals by which the effectiveness of the plan can be assessed,
4. timelines for the implementation of the specific activities required by the plan,
5. a description of the educational benefit to be gained from implementation of the plan, and
6. a description of the timelines and methods by which the plan will be evaluated.

A building plan may provide for the use of School Program Enhancement Funds to provide additional opportunities for collaborative planning, the improvement of student discipline, or other programs designed to improve the operation of the building's educational program. Collaborative planning should, where possible, be scheduled to take place during the normal teaching day. All building plans shall be consistent with Board Policy, Board educational objectives, and all requirements of the law. Building plans shall not conflict with the educational rights of any pupil as identified in an Individualized Education Plan or other program modification plan.

C. Employment of Personnel

A program enhancement plan may include provisions for the employment of additional staff. Any such employment, however, is subject to the recommendation of the Assistant Superintendent - Personnel and approval of the Board. A program enhancement plan may also provide for the additional compensation of existing personnel (including bargaining unit members) for the performance of additional duties outside the normal school day. Any such employment will be provided by supplemental contract which shall describe the additional services to be provided and establish a single stipend in payment for those services. All costs of additional staff employment and additional supplemental contract employment authorized as a result of the funds provided in this section will be deducted from the school's Program Enhancement Funds.

D. Allocation of Funds Title

Funds allocated under this provision shall not supplant the District's annual PPbS per-pupil budget allocation; however, this provision shall not be construed as a commitment to the continuation of any other building or per-pupil allocation of funds not specifically provided in this Agreement.

E. Deletion of Provision

This provision will be deleted from the Negotiated Agreement on the last day of the agreement unless, prior to that time, the parties agree otherwise.

1701.6 Travel Time

Bargaining unit members who are required to travel between buildings as part of their regular teaching assignment will be provided travel time independent of lunch time and planning time.

1701.7 Special Education

INTRODUCTION

Students who are designated or who qualify as special education students are placed in an appropriate special education unit at the earliest possible opportunity during the school year. If, and when, a unit is filled, any special education student(s) who are not placed are placed in the class best able to accommodate them.

If there is need for additional special education units because there are still special education students to be placed in special education units, every effort will be made by the district administration to obtain additional appropriate special education unit(s). If, in the event no unit is available, the students not placed will be evenly distributed to those classes most able to absorb them while also meeting as nearly as possible their special needs.

Every effort will be made by the administration of the building and bargaining unit members to adjust teacher-pupil load in relation to the number of regular class students and special education pupils within a regular classroom. Recognizing that special education students require disproportionately more of the teachers' resources than regular students, special education students will be placed on class lists first, when lists are established.

IEP CONFERENCES

Initial IEP Conferences -- Every attempt will be made to schedule IEP Conferences (and the pre-staffing conferences which precede them) during the bargaining unit member's normal teaching day. The Administrative Staff will be responsible for providing coverage for the class(es) of those members actually involved in the conference. Consideration and adjustments will be made for parents who have conflicts during the bargaining unit member's normal teaching day.

IEP Writing - Any teacher or tutor who is primarily responsible for writing ten (10) or more student IEP(s) shall be provided with a substitute teacher for one (1) school day per school year to write the IEP(s). Any teacher or tutor who is primarily responsible for writing less than ten (10) student IEP(s) shall be provided with a substitute teacher for one-half (.5) of a school day per school year to write the IEP(s). Release time is to be served within a district facility. This time will be scheduled in cooperation with a building administrator and is subject to the availability of a substitute teacher. Any bargaining unit members who desire such assistance will be provided appropriate computer software and hardware to assist in that process and any necessary training for this purpose.

Review IEP Conferences -- At the end of the school year, in order that

follow-up/Review IEP Conferences may be held by the special education staff, and that the convenience of evening hours as an alternate to daytime sessions be maintained, the special education staff may substitute, for the Spring Conference Day (night and morning), an equivalent number of hours to be used at this time for meeting with parents. Arrangements for scheduling this time will be left to the discretion of each building (principal and special education staff). A copy of the final conference schedule will verify the time spent by special education staff meeting with parents to review IEP's and write new ones for the next school year.

IEP Conference Fund -- For the 2000-2001 school year, and for each year thereafter, the Board shall allocate the sum of \$20,000 to be used to compensate regular education teachers who attend IEP conferences occurring outside the normal workday. The funds will be allocated to each of the schools on a per special education student basis based on the schools' October ADM count.

The school's SSC shall distribute these funds on the basis of timesheets indicating time spent for IEP conferences outside of the normal working day. No person shall be compensated at a rate greater than \$20.00 per hour or prorated portion thereof. The timesheets will be submitted by the regular education teacher to the SSC on the first of every month. The SSC shall inform its members when the building's allocation has been expended. Payment shall be made to bargaining unit members on the second payroll of June in each year. The total of such payments shall not exceed the building's total allocation.

Regular education teachers attending IEP conferences during their planning periods will be compensated at the internal substitution rate of pay in accordance with Section 1704. The payment shall be charged to the IEP Conference Fund.

1701.8 Annual Designated Ordering Day

The planning for the annual designated ordering day starts in January. Prior to that, as many financial and other constraints as are known shall be made available to the staff. The principal or immediate supervisor shall be responsible for providing this information. More accurate information will be available at least two (2) weeks prior to the ordering day. This information will include forms, bid books, catalogues, and any other information regarding resources and constraints.

Bargaining unit member(s) will list priorities or make modifications (cuts) if change is necessary in their requests for materials and supplies.

After requests are approved, changes shall not be made without consent of bargaining unit member(s).

Each building shall receive a contingency fund. These funds shall be used only for those materials and repairs where need was not able to be foreseen. Approval to use these funds will be granted by either the Business Manager, Assistant Superintendent - Curriculum, or the Superintendent. A report on the contingency fund will be provided to the staff at their request prior to the initial phase of the following year's ordering.

1701.9 Classroom Visitation Guidelines

The Association and the Board support parent and community involvement in schools and encourage members of the community to visit the schools. In order to avoid the potential interruptions and disruptions of the students' education which could result from unrestricted classroom visitations, the following

guidelines shall govern public or parent visitations in the classrooms.

- A. Prior arrangements with the bargaining unit member should be made. Visitor(s) should inform the member of the general purpose of the visitation or observation.
- B. When prior arrangements have not been made, bargaining unit member(s) and/or visitor(s) shall have the opportunity to reschedule the visitation if the visitation is at an inconvenient time.
- C. When practical, the visitor(s) and the bargaining unit member should arrange a conference to discuss the observation.
- D. No electronic devices will be used to make any record of the visit except by agreement of the bargaining unit member (this policy also applies to school personnel).
- E. Building administrators will do all that is possible to prevent unnecessary classroom disruptions.

SECTION 1702 CURRICULUM DEVELOPMENT

To facilitate the District's curriculum development, the following educational development structure will be maintained:

- 1. District Curriculum Study Committee
- 2. Central Curriculum Committee

1702.1 District Curriculum Study Committee

A. Membership (each functioning committee)

- 1. A general chairman designated by the Superintendent/ designee.

2. SWEA designee appointed by the President of the Association.
3. Representatives from each school.
 - a. High School -- one member representing the subject area or affected course.
 - b. Middle School -- one bargaining unit member (per grade level) in the subject under study.
 - c. Elementary School -- one bargaining unit member per school representing grades K, 1, 2 and one bargaining unit member representing grades 3 and 4.
 - d. Intermediate School -- one bargaining unit member per school representing grades 5 and 6.

B. Function

1. To accomplish any of the following tasks consistent with the five-year curriculum cycle:
 - a. Textbook adoption
 - b. Evaluate and revise curriculum consistent with state standards
 - c. Evaluate, revise and update student-based Competency Tests
 - d. Write Courses of Study
 - e. Evaluate, revise, and update present course of study
 - f. Write Curriculum Guide

- g. Evaluate, revise and update present Curriculum Guide
2. To communicate to the affected building staff membership and administration via the building representative(s) about the identified task.
3. To communicate from affected building staff membership to the study committee via the building representative(s) about the identified task.
4. To communicate in writing to and from the Central Curriculum Committee via the study committee Chairperson/designee.
5. To make study committee closure presentation to Central Curriculum Committee via Chairperson/designee prior to presentation to the Board.
6. To develop building level implementation procedures for board approved documents by each building representative in cooperation with the building principal/designee.

C. Meetings

1. A tentative schedule of meetings and overall scope of task to be accomplished shall be determined at the initial meeting of the district study committee and copies will be provided for each committee member.
2. The agenda shall be the responsibility of the Chairperson of the Committee.
3. Minutes of the meeting shall be distributed to all committee

members and all members of the Central Curriculum Committee.

4. Bargaining unit members may be granted release time to attend District Study Committee meetings, the majority of which may be held during the normal teaching day. Substitutes may be provided for bargaining unit members on District Study Committees.

1702.2 Central Committee

A. Membership

1. The Superintendent or his/her specifically designated representative shall serve as chairperson.
2. Four (4) additional top-level administrators involved in staff and/or curriculum development.
3. The President of SWEA or his/her designated representative.
4. Four (4) additional representatives as appointed by the Association President.
5. Four (4) bargaining unit member representatives [one (1) elementary, one (1) intermediate, one (1) middle school, and one (1) high school], to be appointed by the aforementioned members (1 and 3) of the Central Committee.
6. Four (4) principals, one from each level, appointed by the same aforementioned members (1 and 3) of the Central Committee.

B. Central Committee Function

1. To keep informed of educational research and innovations so that building committees and curriculum study committees can

be so informed and sound curriculum decisions can be made.

2. Develop and monitor a five-year curriculum cycle that will include all areas of the curriculum and a timeline showing all stages of development, implementation, evaluations, and revision.
3. Distribute to all bargaining unit members a copy of the five-year curriculum cycle and the district's long and short term goals and objectives no later than May 15th for the next school year. Updates will be provided as the Committee deems necessary.
4. To call instructional level or subject area meetings as deemed necessary by the Committee. Bargaining unit members' participation shall be voluntary if held outside regular school hours.
5. To organize subcommittees as deemed necessary.
6. To oversee the work of all subcommittees and all district curriculum study subcommittees.
7. To act in an advisory capacity to district level curriculum study committees in the curriculum development process.
8. To receive and present completed documents for Board approval via the Superintendent or his/her designee.
9. Monitor the work of all District study committees through regular and timely reports submitted to the Committee by study committee chairpersons and to the Association through the SWEA designee.

10. Receive and respond to Site Steering Committee concerns and building level suggestions for curriculum improvement.

C. Meetings

1. Meetings of Central Committee shall be regularly scheduled throughout the school year with no fewer than six (6) meetings during the year. Additional meetings may be called by the Chairperson as needed or upon request of Committee Members (building or central). Building committees or representatives, study committee chairpersons or members, individual bargaining unit members and/or administrators, may contact the Chairperson regarding agenda items or their desire to personally be placed on the agenda for presentation of an item of business. The schedule of Central Committee meeting dates shall be made available to Site Steering Committee members no later than the last week of September of each school year.
2. Agenda for the meeting shall be the responsibility of the Chairperson. Items for the agenda may be submitted by any member. Items should be submitted at least five (5) days prior to the day of the meeting.
3. Minutes of the meeting shall be tentatively approved by the Superintendent and SWEA President prior to distribution. Copies of the minutes shall be distributed to all Committee Members and to the building committees at each building. Formal approval of the minutes shall occur at the next meeting.

SECTION 1703 PROFESSIONAL GROWTH

1703.1 Introduction

The Board shall support a program for the in-service training of bargaining unit members. Moral and financial support on the part of the Board will include the following:

1703.2 Inservice Program

The inservice programs in the District shall involve professional bargaining unit members. This involvement shall be in the initiation and the implementation of the inservice programs.

The Administration will inform the bargaining unit members of those inservice programs which are mandatory as certain inservice programs develop; otherwise, the inservice is voluntary. All mandatory inservice shall be done during the normal teaching day.

The Administration encourages and will assist in obtaining college participation in inservice education, whenever possible, for college credit.

1703.3 Professional Development Day Schedule

- A. The master calendar will include six (6) professional development days per school year. Effective 2006-2007, the master calendar will include four (4) professional development days. On professional development days, the schedule will be adjusted to provide for either the early release or delayed arrival of students at all instructional levels. On professional development days, the bargaining unit member's workday will be extended no more than twenty (20) minutes. Professional development activities, as determined by the Site Steering Committee, will

support the building's Continuous Improvement Plan. No staff meetings will occur on Professional Development Days.

B. There will be two (2) professional development days each year with a district-wide focus. The focus and schedule for these specific days will be determined by the District Staff Development Committee and approved by the Administration. The schedule will be published by May 1 of the preceding year to allow for planning by individual building sites.

C. Professional Development for Bargaining Unit Members from Multiple Sites

1. A group of bargaining unit members from multiple sites may meet to participate in professional development activities on a given professional development day if they are released by their respective building SSC's for such purpose.
2. A bargaining unit member desiring to be released from obligation at the site on a given professional development day in order to participate in professional development activities at a different site may do so only if granted permission by the building SSC.
3. A bargaining unit member requesting to be released from obligation at the site on a given professional development day must submit to the SSC a form including the date of the professional development day in question and an explanation of how the intended professional development activity will support the building's Continuous Improvement Plan. If approved by the SSC, the form will be signed by the building principal

and the SWEA head faculty representative or his/her SSC designee.

4. Bargaining unit members will neither be required nor pressured to participate in professional development activities away from their respective sites.
 5. The provisions of Items C-1 through C-4 above do not apply to the district-wide focus days.
- D. The Board will annually budget and appropriate to the professional development day fund an amount equal to two (2) times the then current BS-0 salary to be distributed to each building on a per bargaining unit member basis. Effective 2006-2007 the Board will annually budget and appropriate to the Professional Development Day Fund an amount equal to 1.33 times the then current BS-0 salary to be distributed to each building on a per bargaining unit member basis. By July 1, buildings will receive 80% of their anticipated allocation. By October 15, the remaining allocation shall be made based on the number of bargaining unit members assigned to the building as of October 1. The Site Steering Committee will utilize the fund to support the activities cited in Paragraph A above.

SECTION 1704 INTERNAL SUBSTITUTION

Every effort shall be made to employ a substitute when a member of the regular teaching staff is absent. After all bargaining unit members in the building have been requested to cover another bargaining unit member's class or duty during their conference period, the principal may assign a bargaining unit member. Such assignment shall be made on an equitable basis.

1704.1

The regular bargaining unit member will be paid at the internal substitute rate of pay. The internal substitute rate of pay shall be established at .0045 X the BA-0 step of the salary schedule or the district established beginning substitute rate of pay whichever is greater.

1704.2

High school, middle school and intermediate school bargaining unit members in schools with fixed class periods, who are assigned during their conference periods to cover the assignment of the bargaining unit member shall be paid at the rate of 1/6th of the internal substitute rate of pay for each 45 or 55 minute period, or a proportional amount for smaller periods.

1704.3

Elementary, intermediate and middle school bargaining unit members of self-contained classes who are assigned students from an absent bargaining unit member's class shall be compensated at the internal substitute rate of pay per day divided on a pro-rated basis of the portion of the class taken and the period of time they have the students.

(Example: Four (4) regular bargaining unit members divide the twenty-six (26) students of an absent bargaining unit member equally among their classes for the entire day, they would be paid one-fourth (1/4) of the internal substitute rate of pay.)

1704.4

In elementary and intermediate, there may be instances that after every reasonable effort to secure a substitute for music, art,

unified arts, or physical education have been made, and the principal is unable to assign a non- classroom certificated employee, the regular bargaining unit member may have to continue his/her regular program during the scheduled music, art, or physical education time. This would cause the regular bargaining unit member to lose his/her scheduled planning time.

When this happens, the regular bargaining unit member will be compensated at the internal substitute rate of pay divided by seven (7).

1704.5

All requests for regular bargaining unit members to cover classes/duties for an absent teacher will be initiated by the building administration.

1704.6

Payment will be made to regular bargaining unit members covering classes/duties for an absent member in accordance with Article XVI, Section 1604.2, paragraph (1) only.

1704.7

This Section still permits staff personnel to volunteer to cover classes/duties for one another without pay in order for one (1) bargaining unit member to be released by the principal for good reason.

SECTION 1705 SUBSTITUTES FOR ELEMENTARY SPECIALISTS

The term specialist as used in this Agreement shall include elementary music, art, and unified art teachers.

Substitute teachers with special training will be assigned to assume the duties of special teachers at the elementary level when an absence occurs and such substitutes are available.

If a substitute with special training cannot be assigned, a teacher will be assigned from the substitute list who does not possess the special training, providing an adequate number of substitutes are available on a given day.

The above program will be implemented for absences on a day-to-day basis. In case of long-term absences every effort will be made to assign a substitute teacher with specialized training.

SECTION 1706 CRITICAL BUILDING CONCERNS

At any time the SWEA Executive Board is presented with a formal statement signed by at least 25% of the bargaining unit members in a given building and indicating that said building is a problematic environment in which to teach, the President of SWEA will submit a written request to the Assistant Superintendent - Personnel for an informal review to be made of that building. The formal statement and President's request will include specific and detailed information regarding the concerns of the bargaining unit members together with information regarding efforts made to resolve those concerns.

A study shall be made by a committee of four (4) persons appointed equally by the President of SWEA and the Superintendent. One (1) of these four (4) persons appointed must be a building principal in the district from the educational level in question. The Assistant Superintendent - Personnel shall serve as Chairperson, shall also be responsible for initiating action of the Study Committee, and shall not count as one of the four committee members. A written summary of results of this study with

appropriate recommendations shall be forwarded to the Superintendent.

PROCEDURES

1. Prior to requesting a study, the bargaining unit member(s) should have followed all of the procedures outlined in Article IV of this Agreement if applicable.
2. The SWEA President will give written notification to the Assistant Superintendent - Personnel requesting an informal review of the building in question.
3. Within five (5) working days the Assistant Superintendent - Personnel will inform the principal in writing that a petition has been filed.
4. The Assistant Superintendent - Personnel will contact the SWEA President to establish a meeting for an informal review.
5. Within ten (10) working days of step number 4, a meeting will be held by the Assistant Superintendent - Personnel and SWEA President at which time a decision will be made whether or not to pursue a formal review.
6. If it is decided that such a study is not appropriate, a letter signed by the SWEA President and the Assistant Superintendent - Personnel will be sent immediately to the requesting bargaining unit member(s) with a copy being sent to the principal regarding the action taken.
7. If it is decided that such a study is appropriate, the Assistant Superintendent - Personnel will inform the principal, in writing, within two (2) working days regarding the initiation of a study.

8. The Superintendent will meet with the President of SWEA within three (3) working days of the initiation of the study to appoint the committee of four (4) persons.
9. Within five (5) working days of the committee selection, the Study Committee will meet with the building principal. The major purpose of this meeting will be to determine the method for gathering data for the study.
10. The Committee will collect data for the study in accordance with the provisions determined by the Study Committee. The principal will have input into this procedure of data collection as per procedure 9 above.
11. The findings of the study and appropriate recommendations will be submitted in writing to the Superintendent, with a copy sent to the building principal.
12. Within five (5) working days of submission of study result recommendations to the Superintendent, the Superintendent will meet with the principal of the building in question and inform him/her of any actions he/she plans to implement.
13. The Superintendent will inform the President of SWEA concerning the actions he/she has taken in regard to recommendations of the Study Committee.
14. The principal shall be permitted to meet with the Superintendent to inform, discuss, counsel, etc., concerning his/her building situation prior to the study, or following the submission of the study report.
15. At such time as the concerns which initiated the study are resolved to the satisfaction of the Superintendent, all

working pages regarding such study and proposed actions to be taken will be immediately destroyed and not become a part of any Central Office file or personnel file kept regarding the principal.

SECTION 1707 LEAST RESTRICTIVE ENVIRONMENT

1707.1 Definitions

Mainstreaming - Means the practice of assigning students with an IEP to some or all regular classroom subjects and/or activities WITHOUT special service personnel accompaniment.

Inclusion - Means the practice of assigning students with an IEP to some or all regular classroom subjects and/or activities WITH special service personnel accompaniment.

1707.2 LRE Training

Bargaining unit members who have or who are scheduled to have responsibility for the education of students with disabilities, either by reason of the inclusion of those pupils in the regular education classroom or because of the mainstreaming of those pupils in the regular education classroom, will be eligible to receive, during the period from July 1, 2000, through June 30, 2003, up to 18 hours of training. The training will be provided by the District and will be directed to serving the needs of pupils with disabilities. Such training may be provided through course offerings, District inservice, or a combination of those programs. Training may be limited to the equivalent of 150 bargaining unit members per year. District inservice may be offered during the normal teaching day. If offered and attended at times other than the normal teaching day, a stipend will be paid upon completion of the activity. At the end of each school year the LREAC Committee will certify to the Treasurer the names of each bargaining unit member who is eligible to

receive a stipend and the number of hours of training taken by that member during that year for which a stipend is payable. The Treasurer will pay such members a stipend. The stipend will be prorated based on a maximum of \$360 for a total of eighteen (18) hours of compensable training. If a bargaining unit member chooses to receive training through a three-or-more hour course covered by a fee waiver, no stipend will be paid.

**1707.3 Least Restrictive
Environment Advisory
Committee (LREAC)**

A joint Association/Administration advisory committee (LRE Advisory Committee - "LREAC") will be established to:

- A. Provide support for South-Western City Schools implementation of the LRE mandate.
- B. Administer a Needs Assessment to the bargaining unit members relevant to meeting the needs of students in the LRE and develop and implement a training package based upon the results of that assessment. The training package shall be sent to the Staff Development Committee Coordinator to be scheduled as a part of the District's overall staff development plan.
- C. To assist in implementing LRE programming in a manner consistent with Federal, State, and District policies and procedures.
- D. To recommend to the Superintendent and Association President any amendments to the Negotiated Agreement that may be necessary to implement the LRE mandate.
- E. Association members who serve on the LREAC will be paid a stipend as provided in Section 1603.04(A) of the Collective Bargaining Agreement for

committee service. The Committee may submit recommendations, as provided in paragraph D above, for the continuation or modification of association member compensation for committee service after June 30, 2005.

- F. The LREAC shall be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association President. Additional members may be added by a majority vote of the committee.
- G. The LREAC shall establish its operating rules and meeting schedule.

1707.4 Procedures for Inclusion Programs

- A. In order to implement an inclusion model the following steps shall be taken:

Step 1: ASDO* model proposals based on projected student needs will be submitted to the Special Education Department by the potential inclusion team no later than June 1st prior to the school year of implementation.

Step 2: All ASDO proposals shall be approved or denied by the Special Education Department.

Step 3: Proposals shall include assurances that a continuum of services will be provided, proposed teacher schedules (including scheduled common planning time) and the signatures of the principal and all participating bargaining unit members. The proposed schedule will reflect the presence of the special education instructor in the classroom when

specific IEP objectives requiring special education instruction are being addressed.

*As used herein "ASDO" means those regulations of the Ohio Department of Education providing for the delivery of special education services through an alternative service delivery option.

1707.5 Approved Inclusion Programs Shall Include the Following:

A. Common Planning Time for Special Education Inclusion Programs

Beginning with the 1997-98 school year and thereafter, K-12 school scheduling shall contain a provision for common planning time of at least thirty (30) consecutive minutes per week to plan for the programs and services for special education pupils who are included in regular education programs. The common planning time will include the special education instructor and those regular education instructor(s) who have responsibility for the included pupils in the regular education classroom. It is recognized that it may not be possible to schedule at any one time common planning time to include all bargaining unit members who have responsibility for included special education pupils. However, every effort will be made to include as many regular education instructors as possible within the common planning time. When necessary, regular and special education instructors will adjust their classroom and instructional schedules in order to permit the most efficient common planning time schedule. All common planning time will be scheduled to take place within the student day. This provision shall not require the scheduling of planning time in addition to that required by

Article XVII of the Negotiated Agreement.

B. Regular Education Instructor Participation in IEP Conferences, K-12

Beginning with the 1997-98 school year, regular education instructors who are known to have or who are reasonably expected to have substantial instructional responsibility for the education of special education pupils will be notified by the special education instructor of scheduled IEP conferences for those special education pupils. Such teachers will be provided the opportunity to attend and participate in the IEP conference provided, however, that if the IEP conference is scheduled to take place during the regular school day, attendance will be subject to staff availability to cover the regular education instructor's classroom, which may include the utilization of the internal substitution policy in Section 1704. All bargaining unit members who are assigned responsibility for the delivery of special education services in an IEP will be provided a copy of the IEP.

C. Regular Classroom Teacher Participation in Inclusion

Participation by regular classroom teachers in Inclusion Programs shall be on a voluntary basis to the maximum extent possible, in keeping with the rights of each pupil to receive an educational program in the least restrictive environment.

D. Student Count for Class Size

Special Education students mainstreamed and/or included in the regular education classroom for two or more of the following academic areas shall count as one pupil for the purposes of calculating class size:

Math, Social Studies, Science/Health,
Reading, and Language Arts.

**SECTION 1708
ACCOMMODATION OF
HANDICAPPED PUPILS**

As used in this Section, "handicapped pupil" means a pupil who is not an educationally handicapped pupil as identified under the Individuals With Disabilities Act (20 USC 1405) but who is eligible for accommodation by reason of a handicap as defined by Section 504 of the Rehabilitation Act of 1973. Plans for the accommodation of the special needs of such pupils are referred to herein as "504 plans."

Each bargaining unit member who will be assigned primary responsibility for providing instruction or related services to a handicapped pupil under a 504 plan will be invited to attend the meeting or meetings at which the plan is developed or reviewed.

If the placement of a student with a 504 plan into a regular classroom setting significantly disrupts the education of the other students or if a bargaining unit member has a reasonable basis to believe that the student's needs are not being met because the plan is either not being delivered appropriately or is deficient, the member may request the supervisor to review the concerns and identify any needed change.

**SECTION 1709
MEDICAL PROCEDURES AND
MEDICATION**

No member of the bargaining unit other than nurses, multi-handicapped instructors and Head Start teachers shall be required to administer medication, assist a student with bodily needs, or perform medical procedures. All persons required to perform any of the above shall receive proper training. Members may volunteer to administer medication, to assist a student

with bodily needs or to perform medical procedures provided such members are properly trained. The Association will not contest the out-sourcing of work involving the administration of medication, assistance of students with bodily needs or performance of medical procedures for students unless such out-sourcing is in direct violation of an agreement reached through the committee established by the Alternative Bargaining Team on Community Services.

ARTICLE XVIII

PART-TIME BARGAINING UNIT MEMBERS

SECTION 1800 CONTRACTS

Contracts for part-time bargaining unit members shall be granted in accordance with Article VI.

SECTION 1801 BENEFITS

Benefits for part-time bargaining unit members shall be provided in accordance with Article XVI, Section 1605.102.

SECTION 1802 SCHEDULED WORKDAY

1802.1

Bargaining unit members working less than full-time will receive a planning period and lunch period pro-rated based on the workday assigned the part-time member compared to the workday assigned a full-time bargaining unit member in a like position.

1802.2

Part-time bargaining unit members will attend building faculty meetings and other meetings required of bargaining unit members on a pro-rated basis with the meetings to be attended determined by agreement between the member and the principal. Any part-time member not attending a staff meeting will meet with the Principal pursuant to Section 1700.05.

1802.3

The number of teaching periods, preparations and supervisory duties will be equitably assigned in a fashion consistent with teaching periods, preparations and

supervisory duties assigned full-time members in the same area.

SECTION 1803
GENERAL PROVISIONS

Other provisions of this Agreement, not referenced above, are applicable to part-time bargaining unit members on the same basis as applicable to full-time bargaining unit members to the extent consistent with the part-time schedule.

ARTICLE XIX

DRUG-FREE WORKPLACE ACT/SMOKING

SECTION 1900

DRUG-FREE WORKPLACE ACT

The Board shall adopt and implement a policy to comply with the Drug-Free Workplace Act of 1988 which policy shall comply with this Agreement.

1900.1

All members of the bargaining unit shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.

1900.2

"Drug Abuse Offenses" shall be defined as the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance as set forth in ORC 3719.01.

1900.3

"Workplace" is defined as any area under the control of the Board or at any school sponsored activity regardless of location.

1900.4

Any bargaining unit member convicted for a violation occurring in the workplace shall no later than five (5) days after such conviction, notify the Superintendent.

1900.5 Disciplinary Action

Any bargaining unit member pleading guilty to or convicted in a court of law of a drug abuse offense occurring in the workplace shall be referred to a drug rehabilitation or intervention program unless the Board considers the offense of a serious enough nature to warrant disciplinary action in which case this Agreement and any applicable statutes would apply.

**SECTION 1901
SMOKING**

Smoking is prohibited at all times on all property owned or controlled by the Board. The Board agrees to give reasonable, affirmative support and assistance to bargaining unit members who attempt to quit smoking. The District's Employee Assistance Program will be available to assist affected members at no additional cost to them. The provisions of this Section will be implemented only if uniformly applied to all District employees.

ARTICLE XX

SITE-BASED DECISION-MAKING

SECTION 2000 DEFINITION

Site-based decision-making is a collaborative process at the site level involving affected stakeholders. It enables committed participants to reach consensus and to facilitate change for quality learning and continuous improvement.

SECTION 2001 ORGANIZATION

- A. Each building shall have at least a Site Steering Committee minimally consisting of five (5) bargaining unit members in buildings with a certificated staff of twenty-five (25) or less, or seven (7) bargaining unit members in buildings with a certificated staff in excess of twenty-five (25). The majority of the committee shall be bargaining unit members. Membership shall be determined annually and shall consist of:
1. Building principal or his/her designee.
 2. A member appointed by the principal.
 3. SWEA Head representative or his/her designee.
 4. The slate of the remaining bargaining unit members of the committee shall be jointly identified and agreed upon by 1 and 3 above and ratified by a majority vote of the bargaining unit members on the staff.
 5. Additional non-bargaining unit members shall be added, consisting minimally of one (1) classified staff member and one (1) parent and,

where appropriate, one (1) student. The individuals shall be determined by consensus of those members agreed to in 1-4 above, except that the manner in which the classified staff member is recommended for appointment to the Site Steering Committee will be determined through agreement between the Board of Education and OAPSE.

The Site Steering Committee shall take the place of all other decision-making committees within a building including but not limited to the Building Curriculum Committee. The Site Steering Committee may at its option create committees to address specific site concerns. Notification of the formation of all site-based decision-making committees shall be made to all bargaining unit members at the site. All subsequent committees shall be formed in a manner determined by the SSC. These committees shall be one of two types: (1) Site-based decision-making body which has been empowered to make decisions and must adhere to the training requirements for serving on said committee. (2) Site-based study committee which has been charged by the SSC to review/study a specific area and report its findings back to the SSC. This second type is not bound by the training requirements.

B. District-Wide Programs

District-wide programs, including Head Start, that have bargaining unit members located at various sites and who are not assigned to home schools, shall have a Site Steering Committee and shall operate in accordance with that committee's structure. Such committee shall not be allocated funds under Section 1603.02 D or Section 1701.5. Additionally, Head Start's allocation under Section 1504 may be reduced by monies available for

attendance at professional meetings and conferences under Head Start funding as long as that funding is allocated.

SECTION 2002
SITE STEERING COMMITTEE
FUNCTIONS

1. To determine the areas of operation that will be site-based.
2. To guide site-based decision-making committees and foster decisions reflecting the mission and goals of the site and the vision and beliefs of the District.
3. To provide for an evaluation of the effectiveness of curriculum offerings and teaching methods.
4. To provide for a curriculum needs assessment that improves the total school program.
5. To develop and communicate the Continuous Improvement Plan prior to the annual designated ordering day and throughout the budget development process.
6. To designate district curriculum study building representatives.
7. To facilitate two-way communication with other committees off-site including but not limited to the Central Curriculum Committee.
8. To assist in the training and implementation of site-based decision-making in buildings and serve as a model for other committees.

SECTION 2003
TRAINING

1. Between May 1 and Central OEA/NEA Day all persons who will be serving on any site-based decision-making body

who have not had the training in site-based decision-making skills referenced in Section 101.2 of the Collective Bargaining Agreement ending December 31, 1996, will receive six (6) hours of training in site-based decision-making skills. The training shall include identification of stakeholders, reaching consensus, how to collaborate, accountability as a representative team member, different levels of decision-making and using timed agendas.

2. Recognizing that Site Steering Committees are on a continuum of development, the Board will provide ongoing support in terms of training. The District Staff Development Committee will prepare an annual progress report identifying developmental needs at the sites based on criteria including the following: (1) each site's progress in implementing the site-based decision-making skills as identified in paragraph 1 above; (2) each site's progress in development and implementation of its continuous improvement plans; (3) such other factors as may enhance the effectiveness of the Site Steering Committee. Based on the results of the progress report, the Board will identify and allocate resources for intervention at a level appropriate to each site. Such intervention may include additional training, support of an appropriate number of SSC process consultants, and other intervention resources as determined by the District Staff Development Committee. Intervention at a particular site may also be initiated by the joint request of the Superintendent and the Association president.
3. An annual stipend will be appropriated each year to compensate bargaining unit members for training hours and committee work. In buildings with a certificated staff of twenty-five (25) or less the amount will be \$2,200 and in

buildings where the certificated staff is in excess of twenty-five (25) the amount will be \$3,000. Each Site Steering Committee is responsible for apportioning the amount allocated by the Board under this paragraph among bargaining unit participants on site-based decision-making bodies. Payment by the Board to affected bargaining unit members will occur on March 20, provided the Treasurer of the Board receives notice from the committee by March 1 as to who is eligible and the individual amounts due.

4. All training will be at the District's expense.
5. The District and the Association shall collaboratively plan, implement, and revise the training described in paragraph one (1) of this section.

SECTION 2004 CONSENSUS

Each site shall develop an operational definition of consensus consistent with the definition and training provided in this section. Site methods for consensus will be established and published each school year for the following year and a copy shall be sent to the Superintendent and Association President by September 15.

SECTION 2005 ACCOUNTABILITY

1. Meetings of the Site Steering Committee shall be held at least once a month. The method for calling additional meetings shall be determined by the SSC.
2. Agendas for all site-based decision-making committees shall be developed by the principal or his/her designee and the SWEA representative of the committee. Items for the agenda should be submitted in writing five (5) days prior to the meeting and the

agenda should be published five (5) days prior to the meeting in a defined location at each site. The building principal or his/her designee and SWEA representative may mutually waive the five-day requirement.

3. Minutes of all site-based decision-making committee meetings shall be recorded and copies distributed to all members at the site. Minutes shall provide evidence that affected stakeholders have been identified and represented, consensus has been achieved, procedures for collecting and analyzing data have been described and anticipated outcome has been stated.
4. The work of site-based committees shall demonstrate a commitment to continuous improvements by making quality decisions reflecting up-to-date research, methodologies, and innovative practices and by evaluating the effectiveness of those decisions.
5. All requests for bargaining unit members to cover classes/duties for a bargaining unit member attending District Committee Meetings will be initiated and provided for by the building administration.

SECTION 2006
DECISION-MAKING PARAMETERS

1. Site-based decisions shall be made according to this section of the contract.
2. Site-based decisions shall be in compliance with state and federal law, board of education policy and employee negotiated agreements. Decisions shall have appropriate waivers if required and not create an adverse effect on other sites or parties of interest. Approved waivers will be for a maximum of one (1) year and will automatically expire unless extended

by mutual agreement. Waivers for state department regulations would come through the Ohio Department of Education. The Superintendent and Association President will mutually determine which proposals will be implemented or rejected or dealt with in a manner deemed appropriate by both parties. Any amendments necessary as a result of any joint bargaining team agreement will be submitted for ratification in accordance with Article I, Section 101 of this Agreement.

ARTICLE XXI

COMMUNITY SERVICES

SECTION 2100

Due to the changing needs of our community, new or expanded services are needed to enable our students to be successful in school.

New or expanded services could be instituted with the unanimous approval of a committee composed of agents from each of the following:

- Board of Education
- SWEA
- OAPSE
- SWAA

Given the following:

- No current positions would be supplanted.
- New or expanded services will not effect contract status (days and/or ratios cannot be reduced).

ARTICLE XXII

MEMORANDA OF UNDERSTANDING

SECTION 2200

MEMORANDA OF UNDERSTANDING

1. The Board and the Association have, during the course of negotiations for this Collective Bargaining Agreement and predecessor agreements, entered into memoranda of understanding. Those memoranda having current application are attached to this Agreement.
2. Notwithstanding any provision of Ohio Law to the contrary, including but not limited to Chapter 4117 of the Revised Code, the parties agree that no issue which would not otherwise be a mandatory subject of collective bargaining shall become a mandatory subject of collective bargaining solely by reason of reference to that issue in a memorandum of understanding.
3. Memoranda of understanding shall designate whether or not the provisions of such memoranda are enforceable through the grievance procedure of the Collective Bargaining Agreement. The grievance procedure of Article IV may be used to determine compliance with the provisions of any memorandum attached to this Agreement, unless such memorandum expressly provides that it is not subject to the grievance procedure.

APPENDIX A

TEACHERS SALARY SCHEDULE INDEX AND SALARY SCHEDULES

- A. The attached Salary Schedule designated Schedule "A" will be in effect from July 1, 2007, through June 30, 2008.
- B. The attached Salary Schedule designated Schedule "B" will be in effect from July 1, 2008, through June 30, 2009.

South-Western City Schools SALARY INDEX

Step	BA/BS	BA/BS +30	Masters	Masters +30
0	1.000	1.050	1.100	1.150
1	1.054	1.107	1.160	1.212
2	1.108	1.164	1.220	1.274
3	1.162	1.221	1.280	1.336
4	1.216	1.278	1.340	1.398
5	1.270	1.335	1.400	1.460
6	1.324	1.392	1.460	1.522
7	1.378	1.449	1.520	1.584
8	1.432	1.506	1.580	1.646
9	1.486	1.563	1.640	1.708
10	1.540	1.620	1.700	1.770
11	1.594	1.677	1.760	1.832
12	1.648	1.734	1.820	1.894
13	1.702	1.791	1.880	1.956
14	1.702	1.791	1.940	2.018
15	1.702	1.791	2.000	2.080
18	1.756	1.848	2.060	2.142
21	1.810	1.905	2.120	2.204
24	1.864	1.962	2.180	2.266

**SALARY SCHEDULE "A"
EFFECTIVE JULY 1, 2007,
THROUGH JUNE 30, 2008**

South-Western E.A. Salary Schedule				
Effective July 1, 2007				
Base: \$35,292.00				
Step	BA or BS	BA/BS +30	Masters	MA+30
0	35,292.00	37,056.60	38,821.20	40,585.80
1	37,197.77	39,068.24	40,938.72	42,773.90
2	39,103.54	41,079.89	43,056.24	44,962.01
3	41,009.30	43,091.53	45,173.76	47,150.11
4	42,915.07	45,103.18	47,291.28	49,338.22
5	44,820.84	47,114.82	49,408.80	51,526.32
6	46,726.61	49,126.46	51,526.32	53,714.42
7	48,632.38	51,138.11	53,643.84	55,902.53
8	50,538.14	53,149.75	55,761.36	58,090.63
9	52,443.91	55,161.40	57,878.88	60,278.74
10	54,349.68	57,173.04	59,996.40	62,466.84
11	56,255.45	59,184.68	62,113.92	64,654.94
12	58,161.22	61,196.33	64,231.44	66,843.05
13	60,066.98	63,207.97	66,348.96	69,031.15
14	60,066.98	63,207.97	68,466.48	71,219.26
15	60,066.98	63,207.97	70,584.00	73,407.36
18	61,972.75	65,219.62	72,701.52	75,595.46
21	63,878.52	67,231.26	74,819.04	77,783.57
24	65,784.29	69,242.90	76,936.56	79,971.67

**SALARY SCHEDULE "B"
EFFECTIVE JULY 1, 2008,
THROUGH JUNE 30, 2009**

South-Western E.A. Salary Schedule				
Effective July 1, 2008				
	Base: \$35,998.00			
Step	BA/BS	BA/BS +30	Masters	MA+30
0	35,998.00	37,797.90	39,597.80	41,397.70
1	37,941.89	39,849.79	41,757.68	43,629.58
2	39,885.78	41,901.67	43,917.56	45,861.45
3	41,829.68	43,953.56	46,077.44	48,093.33
4	43,773.57	46,005.44	48,237.32	50,325.20
5	45,717.46	48,057.33	50,397.20	52,557.08
6	47,661.35	50,109.22	52,557.08	54,788.96
7	49,605.24	52,161.10	54,716.96	57,020.83
8	51,549.14	54,212.99	56,876.84	59,252.71
9	53,493.03	56,264.87	59,036.72	61,484.58
10	55,436.92	58,316.76	61,196.60	63,716.46
11	57,380.81	60,368.65	63,356.48	65,948.34
12	59,324.70	62,420.53	65,516.36	68,180.21
13	61,268.60	64,472.42	67,676.24	70,412.09
14	61,268.60	64,472.42	69,836.12	72,643.96
15	61,268.60	64,472.42	71,996.00	74,875.84
18	63,212.49	66,524.30	74,155.88	77,107.72
21	65,156.38	68,576.19	76,315.76	79,339.59
24	67,100.27	70,628.08	78,475.64	81,571.47

**APPENDIX B
EXTRA CURRICULAR
(SUPPLEMENTAL)
SALARY SCHEDULE
EFFECTIVE JULY 1, 2007,
THROUGH JUNE 30, 2008**

**EXTRA DUTY INDEX AND SALARY
SCHEDULE FOR 2007-2008
BEGINNING BA/BS OF \$35,292**

	YEARS		
	0-2	3-4	5+
<u>Athletic Director</u>	.21= 7,411	.23= 8,117	.25= 8,823
<u>Class I</u>	.17= 6,000	.19= 6,705	.21= 7,411
Band Director - H.S. Basketball - H.S. Football - H.S. Trainer - H.S.			
<u>Class II</u>	.15= 5,294	.17= 6,000	.19= 6,705
Athletic Director, Asst. - H.S. Drama Vocal Music Director - H.S. Wrestling - H.S.			
<u>Class III</u>	.13= 4,588	.15= 5,294	.17= 6,000
Baseball - H.S. Building Coordinator - M.S. Cheerleader - H.S. Equipment Manager Gymnastics - H.S. Soccer - H.S. Softball - H.S. Swimming - H.S. Track - H.S. Volleyball - H.S.			
<u>Class IV</u>	.11= 3,882	.13= 4,588	.15= 5,294
Band, Asst. (Marching/Concert) - H.S. Band Director - M.S. Basketball, Asst. - H.S. Basketball - M.S. Drill Team Advisor Flag Corps Advisor			

Football - M.S.
 Football, Asst. - H.S.
 Gymnastics - M.S.
 Vocal Music Director - M.S.
 Wrestling, Asst. - H.S.
 Yearbook Advisor - H.S.

<u>Class V</u>	.09=	.11=	.13=
	3,176	3,882	4,588

Band, Asst. (Percussion) - H.S.
 Baseball, Asst. - H.S.
 Cheerleader, Asst. - H.S.
 Cheerleader - M.S.
 Cross Country
 Golf
 In-the-Know
 Soccer, Asst. - H.S.
 Softball, Asst. - H.S.
 Strings/Orchestra - H.S./M.S./I.S.*
 Student Council Advisor - H.S.
 Swimming, Asst. - H.S.
 Tennis - H.S.
 Tennis, Clinic - M.S.
 Track - M.S.
 Track, Asst. - H.S.
 Vocal Music, Asst. - H.S.
 Volleyball, Asst. - H.S.
 Volleyball - M.S.
 Wrestling - M.S.

<u>Class VI</u>	.07=	.09=	.11=
	2,470	3,176	3,882

Cheerleader, Asst. - M.S.
 Football, Asst. - M.S.
 Junior Class Advisor
 Key Club Advisor - H.S.
 Literary Magazine - H.S.
 Newspaper Advisor - H.S.
 Senior Class Advisor

<u>Class VII</u>	.05=	.07=	.09=
	1,765	2,470	3,176

Freshman Class Advisor
 Graduation Coordinator
 Mock Trial - H.S.
 Sophomore Class Advisor
 National Honor Society - H.S.
 Yearbook - M.S.

*See Section 1603.02 (E)

**EXTRA CURRICULAR
(SUPPLEMENTAL)
SALARY SCHEDULE
EFFECTIVE JULY 1, 2008,
THROUGH JUNE 30, 2009**

**EXTRA DUTY INDEX AND SALARY
SCHEDULE FOR 2008-2009
BEGINNING BA/BS OF \$35,998**

	YEARS		
	0-2	3-4	5+
<u>Athletic Director</u>	.21= 7,560	.23= 8,280	.25= 9,000
<u>Class I</u>	.17= 6,120	.19= 6,840	.21= 7,560
Band Director - H.S. Basketball - H.S. Football - H.S. Trainer - H.S.			
<u>Class II</u>	.15= 5,400	.17= 6,120	.19= 6,840
Athletic Director, Asst. - H.S. Drama Vocal Music Director - H.S. Wrestling - H.S.			
<u>Class III</u>	.13= 4,680	.15= 5,400	.17= 6,120
Baseball - H.S. Building Coordinator - M.S. Cheerleader - H.S. Equipment Manager Gymnastics - H.S. Soccer - H.S. Softball - H.S. Swimming - H.S. Track - H.S. Volleyball - H.S.			
<u>Class IV</u>	.11= 3,960	.13= 4,680	.15= 5,400
Band, Asst. (Marching/Concert) - H.S. Band Director - M.S. Basketball, Asst.- H.S. Basketball - M.S. Drill Team Advisor Flag Corps Advisor			

Football – M.S.
 Football, Asst. - H.S.
 Gymnastics - M.S.
 Vocal Music Director - M.S.
 Wrestling, Asst. - H.S.
 Yearbook Advisor - H.S.

<u>Class V</u>	.09=	.11=	.13=
	3,240	3,960	4,680

Band, Asst. (Percussion) - H.S.
 Baseball, Asst. - H.S.
 Cheerleader, Asst. - H.S.
 Cheerleader - M.S.
 Cross Country
 Golf
 In-the-Know
 Soccer, Asst. - H.S.
 Softball, Asst. - H.S.
 Strings/Orchestra - H.S./M.S./I.S*.
 Student Council Advisor - H.S.
 Swimming, Asst. - H.S.
 Tennis - H.S.
 Tennis, Clinic - M.S.
 Track - M.S.
 Track, Asst. - H.S.
 Vocal Music, Asst. - H.S.
 Volleyball, Asst. - H.S.
 Volleyball - M.S.
 Wrestling - M.S.

<u>Class VI</u>	.07=	.09=	.11=
	2,520	3,240	3,960

Cheerleader, Asst. - M.S.
 Football, Asst. - M.S.
 Junior Class Advisor
 Key Club Advisor - H.S.
 Literary Magazine - H.S.
 Newspaper Advisor - H.S.
 Senior Class Advisor

<u>Class VII</u>	.05=	.07=	.09=
	1,800	2,520	3,240

Freshman Class Advisor
 Graduation Coordinator
 Mock Trial - H.S.
 Sophomore Class Advisor
 National Honor Society - H.S.
 Yearbook - M.S.

*See Section 1603.02 (E)

SOUTH-WESTERN CITY SCHOOLS
APPENDIX C
SUPPORT PERSONNEL SALARY SCHEDULE

POSITION	REQUIRED EXPERIENCE	RATIO*	NUMBER OF DAYS OF RESPONSIBILITY	BEFORE	AFTER
Counselor					
High School	3 Years	1.06	205	10	10
Middle School/Intermediate School	3 Years	1.06	195	7	3
High School Department Head**		1.06	190	5	0
Elementary Staff Development Teacher		1.06	190	4	1
Teacher Leader		1.03	188	3	0
Vocational-Curriculum-Specialist [Subject to maintaining the assistant principal at Hayes Technical (Career Academy)]					

*Ratios applied to current teacher salary schedule.

**High School Department Heads shall not be involuntarily assigned more than three and one-half (3 1/2) teaching supervision periods per day.

NOTE: Individual bargaining unit members are responsible for working the total number of days. The number of days before and after may be mutually revised by bargaining unit members and their immediate supervisor.

**SOUTH-WESTERN CITY SCHOOLS
APPENDIX D
EXTENDED TIME SUPPLEMENTAL CONTRACTS**

POSITION	RATIO*	TOTAL DAYS	BEFORE	AFTER
Psychologist***	1.15	205	10	10
Social Worker	1.06	195	5	5
Head Librarian (CCHS, FHHS, GCHS & WHS)****	1.00	195	5	5
Family Consumer Science (Vocational Home Economics)##	1.00	195	5	5
Marketing Tech II (Senior ME Teacher [ME II])*****	1.00	200	15	0
Marketing Tech I (Junior ME Teacher [ME I])	1.00	187	2	0
Career Based Intervention (CBE, OWE, OWA and DCT Teachers)#	1.00	192	5	2
ROTC Instructor	1.00	205	10**	10**
Career Academy Career Technical Teacher.##	1.00	195	5	5
Occupational Ed Teacher (WHS)	1.00	192	5	2
Educational Success Program Teacher ###	1.00	205	10	10

**SOUTH-WESTERN CITY SCHOOLS
APPENDIX D (Continued)
EXTENDED TIME SUPPLEMENTAL CONTRACTS**

* Ratios applied to current teacher salary schedule.

**Responsible for working 205 days and to be on duty every day school is in session.

***Any person employed as a Psychologist after January 1, 1997 will receive a ratio of 1.06 with a total of 195 working days including 5 days before the beginning of school and 5 days after the end of school.

****Any person employed as a head librarian after January 2002 will receive a ratio of 1.00 with a total of 195 working days including 5 days before the beginning of school and 5 days after the end of school. Notwithstanding the preceding sentence, any person employed as a head librarian prior to January 2002 and who worked a total of 200 days (including 10 days before school and 5 days after school) will continue to be employed for 200 days until said bargaining unit member voluntarily transfers, resigns, or retires from the position.

*****Any person initially employed as a Senior ME Teacher for the 2002-2003 school year through the 2005-2006 school year will receive a ratio of 1.00 with a total of 192 working days including 5 days before the beginning of school and 2 days after the end of school. Any person initially employed as a Senior ME Teacher for the 2006-2007 school year and thereafter will receive a ratio of 1.00 with a total of 188 working days including 2 days before the beginning of school and 1 day after the end of school.

Continued on next page

**SOUTH-WESTERN CITY SCHOOLS
APPENDIX D (Continued)
EXTENDED TIME SUPPLEMENTAL CONTRACTS**

Any person initially employed as a Career Based Intervention (CBI) teacher for the 2006-2007 school year and thereafter will receive a ratio of 1.00 with a total of 185 working days.

Any person initially employed as a Family Consumer Science or Career Academy Career Technical Teacher for the 2006-2007 school year and thereafter will receive a ratio of 1.00 with a total of 185 working days.

Any person initially employed as an Educational Success Program Teacher for the 2006-2007 school year and thereafter will receive a ratio of 1.00 with a total of 195 working days including 5 days before the beginning of the school year and 5 days after the end of school.

NOTE: Individual bargaining unit members are responsible for working the total number of days. The number of days before and after may be mutually revised by bargaining unit members and their immediate supervisor.

APPENDIX E

**HOURLY INDEX SALARY SCHEDULE
EFFECTIVE JULY 1, 2007, THROUGH
JUNE 30, 2008**

Step	BA or BS		BA/BS+30		Masters		MA+30	
	Index	\$/Hour	Index	\$/Hour	Index	\$/Hour	Index	\$/Hour
0-1	1.000	27.29	1.050	28.66	1.100	30.02	1.150	31.39
2-3	1.054	28.77	1.107	30.22	1.160	31.66	1.212	33.08
4-5	1.108	30.24	1.164	31.77	1.220	33.30	1.274	34.77
6-7	1.162	31.72	1.221	33.33	1.280	34.94	1.336	36.47
8-9	1.216	33.19	1.278	34.88	1.340	36.57	1.398	38.16
10-11	1.270	34.66	1.335	36.44	1.400	38.21	1.460	39.85
12+	1.324	36.14	1.392	37.99	1.460	39.85	1.522	41.54

*hourly rate to be determined by applying the index factor to the BA-0 salary and dividing by 1,293 hours per year.

**EFFECTIVE JULY 1, 2008, THROUGH
JUNE 30, 2009**

Base: \$35,998.00		BA or BS		BA/BS+30		Masters		MA+30	
Step	Index	\$/Hour	Index	\$/Hour	Index	\$/Hour	Index	\$/Hour	Index
0-1	1.000	27.84	1.050	29.23	1.100	30.62	1.150	32.02	
2-3	1.054	29.34	1.107	30.82	1.160	32.30	1.212	33.74	
4-5	1.108	30.85	1.164	32.41	1.220	33.97	1.274	35.47	
6-7	1.162	32.35	1.221	33.99	1.280	35.64	1.336	37.20	
8-9	1.216	33.85	1.278	35.58	1.340	37.31	1.398	38.92	
10-11	1.270	35.36	1.335	37.17	1.400	38.98	1.460	40.65	
12+	1.324	36.86	1.392	38.75	1.460	40.65	1.522	42.37	

*hourly rate to be determined by applying the index factor to the BA-0 salary and dividing by 1,293 hours per year.

**SOUTH-WESTERN CITY SCHOOLS
APPENDIX F
STUDENT DAY**

<u>LEVEL</u>	<u>STARTING TIME</u>	<u>DISMISSAL TIME</u>
Elementary School*	8:20 AM	2:40 PM
5/6 Intermediate School**	9:10 AM	3:55 PM
7/8 Middle School**	9:10 AM	3:55 PM
High School	8:00 AM	3:20 PM

*Students begin leaving at 2:40 PM

**Students begin leaving at 3:50 PM

MEMORANDA OF UNDERSTANDING

The signatures appearing on the Agreement Page (inside front cover page) are applicable to each of the following memoranda of understanding.

MEMORANDUM OF UNDERSTANDING

Section 101

During the term of the contract immediately preceding the current contract the President of the Association and Superintendent and their designees have engaged in discussions regarding matters considered to be mandatory subjects of collective bargaining. When those discussions have resulted in agreements, those agreements have been reduced to writing as memoranda of understanding. When the agreements required amendments to the Negotiated Agreement, those amendments have been submitted to the Association and then to the Board for ratification.

In the event, during the term of this agreement, that similar discussions shall become necessary or appropriate the parties intend that the practice described above shall govern their discussions. Such discussions shall not, however, require either party to amend or modify any provision of this negotiated agreement.

MEMORANDUM OF UNDERSTANDING

Section 102

In clarification of the composition of the Bargaining Unit in Section 102 of this agreement the parties have expressed and agreed to the following understandings as set forth below.

1. The Board of Education does not intend to reduce the composition of the bargaining unit, using the unit as it

exists for the 1990-91 school year as a reference, through the employment of hourly, non-unit personnel to fill positions presently considered bargaining unit work. For example, a classroom teacher employed on a part-time basis will be employed pursuant to Article XVIII rather than on a non-unit hourly basis.

2. The certificated positions presently excluded from the bargaining unit will not be redefined during the term of this agreement to substantially change the nature of the position to one primarily performing duties now performed by bargaining unit members.
3. Hourly Educational Success positions are not included in the bargaining unit. Such positions will cease to exist as of December 31, 1991. If Educational Success Positions or the equivalent of such positions are re-established on or after January 1, 1992 such positions will be filled by full-time bargaining unit members and will become bargaining unit positions at that time.
4. Bargaining Unit Members who are employed in bargaining unit positions and who are also employed in positions excluded from the bargaining unit will maintain all rights and benefits of bargaining unit membership with respect to their bargaining unit employment.
5. Bargaining unit work is that work which is currently being performed by bargaining unit members as such members are defined in Section 102. The definition of bargaining unit work shall not limit the exercise of any management right of the Board of Education to create, abolish, fill or not fill any position so long as consistent with the Negotiated Agreement. During the term of this agreement the Board may continue to subcontract those activities that have traditionally been

the subject of subcontract and such additional activities as are not traditionally and customarily within the scope of bargaining unit work.

MEMORANDUM OF UNDERSTANDING
Article VI, Section 602, F., Paragraph 4

Paragraph 4 of Article VI, Section 602, F., of the Collective Bargaining Agreement (Agreement) between the South-Western City Schools Board of Education calls for the redefinition of the evaluation of positions on Appendix D of the Agreement. Such redefinition is predicated on the mutual development of revised evaluation forms.

Because the complete mutual revision of the evaluation forms has not occurred, the parties named above agree that the September 1, 1998 development of evaluation procedures for the remaining Appendix D positions under paragraph 4 shall be postponed until September 1, 1999. Evaluation of psychologists and social workers shall be completed using the evaluation procedures that have been mutually developed. Positions in which no mutually developed evaluation have been developed will be evaluated in accordance with procedures set forth in the Agreement Section 604, dated January 1, 1994.

MEMORANDUM OF UNDERSTANDING
Sections 801.8 and 802.1

The parties acknowledge that the creation of special assignment positions as provided in Section 801.8 may impact wages, hours, or other terms or conditions of employment for Bargaining Unit Members and thus give rise to a duty to bargain such matters. In the event that such an obligation arises, bargaining will be carried out in accordance with any applicable provisions of the Negotiated Agreement. If no provisions of the Negotiated Agreement are applicable then such bargaining will be carried out in good faith.

Recognition of the Superintendent's authority to determine and fill vacancies in Section 802.1 is not intended to change, alter, modify, enlarge or restrict the interpretation, intent or meaning of Article X of this agreement, nor is it intended to require maintenance of the size of the bargaining unit as it presently exists.

MEMORANDUM OF UNDERSTANDING

Article X

The Board and Association recognize that it may be necessary, during the term of this Agreement, to reassign vocational instructors based on changes in curriculum and enrollment. The parties recognize that such reassignments may result, not only in a change in the teaching duties of displaced vocational instructors but also a potential reduction in the compensation of such displaced instructors. The purpose of this Memorandum is to establish an orderly process to accomplish such changes. In the event that a vocational instructor is displaced as a result of such changes, the following will apply:

I. Definitions

"Displaced vocational instructor" means a vocational instructor whose teaching assignment has been abolished as the result of vocational program or curriculum changes.

II. Rights of Displaced Vocational Instructors

- A. A displaced vocational instructor may apply for any position which is vacant at the time of displacement. Consideration of any such application will take place in the manner provided in Article VIII of the Agreement.
- B. A displaced vocational instructor who has not been reassigned as the

result of application for a vacant position will be involuntarily assigned to a teaching position. In the event that the compensation applicable to the position to which the displaced vocational instructor is assigned is less than the level of compensation enjoyed by the instructor prior to displacement, the compensation level paid to the displaced instructor will not be involuntarily reduced for a period of up to two (2) years from the date the displacement becomes effective.

- C. In the event that there is no teaching position to which the displaced vocational instructor is eligible to be assigned, the instructor will be assigned to a position as permanent substitute, during which period the instructor will be expected to pursue alternate teaching certification. If the displaced instructor does not demonstrate certification for assignment to a teaching position other than that of permanent substitute within two (2) school years from the date the displacement became effective, the permanent substitute position will be abolished and the employment of the displaced instructor may be suspended pursuant to Article X.
- D. Effective with the 2008-2009 school year and thereafter, the reference to two (2) years in items B and C above shall change to (1) year.

MEMORANDUM OF UNDERSTANDING
Article XI, Section 1101

The parties agree to work collaboratively to develop appropriate evaluation forms for employees working under Support Personnel and Extended Time Supplemental Contracts. (Appendices C

and D) Forms currently in use will be revised based on input from the appropriate administrative employees, Association representatives, and the personnel directly affected by the supplemental contract in question. The goal of the revisions will be to develop evaluation forms that take into account the unique duties of those positions. Revisions will be completed no later than September 1, 2000, and will be first used in the evaluation of those positions for the 2000-2001 school year. Evaluation forms developed for Appendix C and D positions prior to January 1, 1997, need not be revised. Evaluation forms currently in use will be continued until the new forms have been developed and implemented.

MEMORANDUM OF UNDERSTANDING
Article XVI, Section 1600.1

The parties agree that the last sentence of Article XVI, Section 1600.1, paragraph 5 of their Agreement is not intended to prejudice the rights of either a bargaining unit member, the Association, or the Board with respect to any potential dispute as to the meaning or application of the predecessor provision in the parties' 1991-93 Agreement.

MEMORANDUM OF UNDERSTANDING
Section 1601.09

The Board and Association acknowledge that the change to Article 1601.09 (2) increasing requirements for T&I Instructors to be placed on the BS/BA plus 30 semester hour salary category will not operate to change the salary schedule category placement of any member employed as of the effective date of the contract.

First approved January 22, 1988.

MEMORANDUM OF UNDERSTANDING
Section 1603.04 (B)

The Parties have agreed that, due to changes in the requirements of time spent outside the teacher day the following changes will be made in the way in which the Entry Year Program will be conducted during the 1996-97 school year and thereafter.

1. The annual stipend paid PAL leaders will be decreased by \$100.00 per year. This will decrease it from the \$850.00 paid during the 1995-96 school year to the original \$750.00 paid in all years before 1995-96.
2. PAL Steering Committee members will also reduce their level of compensation back to the original level of \$750.00 per year.
3. The PAL Communications Coordinator will continue to be paid an annual stipend of \$750.00 for services in connection with the PAL program.
4. PAL inductees will be paid according to the provisions set forth by the PAL Steering Committee. This level of compensation will be communicated to the individual inductees in the fall of each year.
5. This Memorandum of Understanding will supersede and take the place of any contrary provisions governing the operation of the PAL program during the remainder of the effective period of the Negotiated Agreement.

Dated November 18, 1996.

MEMORANDUM OF UNDERSTANDING
Section 1603.04 (B)

The Board of Education ("the Board") and the South-Western Education Association ("the Association") acknowledge that they have engaged in negotiations regarding the establishment of an entry year program and that those discussions have resulted in agreement on a written program, a copy of which program is attached to this memorandum. The parties further acknowledge that the written entry year program may be implemented by the Board at any time after March 1, 1990 provided that any supplemental contracts awarded or payments made during the 1989-90 school year (July 1, 1989-July 30, 1990) will be pro-rated based on that portion of the school year remaining. Modifications to the program may be made as provided in Article XI of the program provided that modifications affecting a term or condition of employment will not be made without prior opportunity for negotiations between the Board and the Association.

First approved March 7, 1990.

MEMORANDUM OF UNDERSTANDING
Section 1700.08

The term "lunch room supervision" as used in Section 1700.08 means supervision within or adjacent to the lunchroom including taking and returning lunch tokens, hall supervision immediately adjacent to the cafeteria and general luncheon supervision.

The term does not include any other supervisory duties or study halls.

First approved January 22, 1988.

MEMORANDUM OF UNDERSTANDING
Section 1700.12

This memorandum of understanding sets forth the understanding of the parties with respect to the application of Section 1700.12 (D) of the Negotiated Agreement with respect to the manner in which

mainstreamed special education pupils are counted for purposes of determining class size, hereafter referred to as the "special education" provision.

1. That portion of the school day at the beginning that is dedicated to routine class and room-related matters is not considered instructional time for purposes of applying the special education provision.
2. Each special education pupil will be counted as a member of only one mainstream teacher's class.
3. Elementary Specialists [Elementary Music, Art, Unified Arts (excluding Phys. Ed.)]
 - A. When it is determined under 1700.12 D that a special education pupil counts relevant to 1700.12 A for a K-5 grade level teacher, that pupil also counts relevant to 1700.12 A for the elementary specialist (music, art, unified arts).
 - B. SBH Students -
SBH pupils will be provided music, art and unified arts in a class with non-handicapped pupils consistent with their Individualized Educational Programs and current levels of behavior. Such pupils will be assigned to the smallest class of the K-5 specialist at the appropriate grade level. Pupils for whom mainstreamed art, music or unified arts is inappropriate will be provided instruction in art, music or unified arts in a special class consistent with the requirements of their Individualized Educational Programs.
 - C. The term "elementary specialists" is used herein to be consistent with present language. The association considers all elementary school teachers, except for those excluded

in 1700.12 G, to be covered by this class size policy.

4. Pupil time spent in Art, Music, Physical Education outside the mainstream classroom and pupil time spent at recess and lunch periods is not considered instructional time in the mainstream classroom. Time spent in the library is considered instructional time in the mainstream classroom.
5. For purposes of this section, instructional time is the elementary student day as described on Appendix F, ending at the time students begin leaving.

MEMORANDUM OF UNDERSTANDING
Article XVII, Section 1703

Grounded in the belief that all educational training and staff development must be directed to the educational needs of the students, the parties mutually affirm that the fundamental goals of staff development are: to facilitate a quality learning environment, improve student achievement, and enhance personal, professional, and organizational development of all District employees.

To achieve these goals, the Board shall support the structure of a joint-staff collaborative decision-making plan designed to develop staff development programs based on staff and District needs assessments. Coordination and follow-up support for staff members implementing staff development programs will be provided. The improvement of the staff development process will be facilitated through research, knowledge dissemination, and the continuous quality improvement initiatives within the District.

The parties affirm a commitment to secure the time and financial resources needed to meet the stated goals.

MEMORANDUM OF UNDERSTANDING
ERI Program

This Memorandum sets forth the understanding of the parties with respect to the elimination of five aides from the Early Reading Intervention Program (ERI) effective with the 1991-92 school year in the manner in which ERI teachers' schedules will be developed.

- A. ERI teacher schedules will be developed using as a benchmark a schedule including a maximum of up to seven periods per day with a maximum pupil assignment not to exceed six pupils per period. Recognizing that building schedules may require variance from this benchmark, schedules may, when necessary, provide for up to a maximum pupil assignment of seven pupils per period for up to six periods per day.
- B. ERI instructional periods will normally be scheduled not to exceed forty minutes per day, including time for pupil departure from and return to their regularly assigned classroom. Building schedules may, when necessary, provide for additional time for pupil departure from and return to assigned pupil classrooms.

MEMORANDUM OF UNDERSTANDING
**Middle School Assistant Principals and
Middle School Instructional Leaders**

Whereas, the South-Western City Schools' Board of Education and the South-Western Administrators Association entered into an Amendment dated May 18, 1991, concerning middle school assistant principals and middle school instructional leaders, and

Whereas, the Amendment, during the course of a three year period,

calls for the phasing in of additional assistant principals and a reduction in the work load for instructional leaders, and

Whereas, the net effect of said Amendment is to shift instructional leader responsibilities and work to the new assistant principal positions, and

Whereas, the South-Western Education Association has chosen not to challenge this decision, notwithstanding the fact that the decision may adversely affect the Bargaining Unit, and

Therefore Be It

Resolved That, in consideration for the South-Western Education Association's agreement not to challenge the actions described above and the provisions of this Memorandum of Understanding, the parties jointly agree that the absence of challenge to the actions described above shall not be considered as precedent for any similar Board action in the future or a waiver of any right the Association may have to challenge any similar Board action in the future.

MEMORANDUM OF UNDERSTANDING
Professional Development Trainer as a
Teacher on Special Assignment
Appendix C

The Board and Association acknowledge that the bargaining unit member assigned to the position of Professional Development Trainer is currently designated as a teacher

on special assignment as that term is defined in the Negotiated Agreement.

For any school year covered by this Agreement during which that position continues to be designated as a teacher on special assignment position, the member assigned to that position will be provided extended service of ten (10) work days before school and ten (10) work days after school for a total work year of 205 days.

MEMORANDUM OF UNDERSTANDING
**Head Start Teachers: Medical
Procedures**

The Board and the South-Western Education Association enter into this memorandum of understanding in order to clarify the role of Head Start teachers pursuant to Section 1709, "Medical Procedures and Medication."

Whereas Section 1709 states, in part, "No member of the bargaining unit other than nurses, multi-handicapped instructors and Head Start teachers shall be required to administer medication, assist a student with bodily needs or perform medical procedures," the Board and the Association agree to the following understandings with respect to Head Start teachers:

1. The center managers will keep track of medication. The nurse assigned to Head Start will work with the center managers to set up proper monitoring procedures. Center managers will primarily be responsible for dispensing and tracking medications.
2. An example of bodily needs with which Head Start teachers assist students is occasional diaper changes.

3. As appropriate, when the Head Start nurse is present at the site, she may be asked to assist with medical procedures.
4. Head Start teachers, with proper training, may be required to provide some specific medical assistance. An example would be unblocking a trachea tube.
5. The Board will seek and promote volunteers to help with any part of Section 1709 so as to minimize classroom disruptions. Some payment may be offered.
6. Pursuant to Section 1709, the Board may pursue out-sourcing so that, if cost effective, consistent care can be put in place.

MEMORANDUM OF UNDERSTANDING
ESL Services Review Committee

The Board and Association will create a committee to review the need for and delivery of English as a Second Language (ESL) services in the South-Western City School District (the "Committee"). The Committee will be made up of six (6) persons, three (3) of whom shall be appointed by the President of the South-Western Education Association and three (3) of whom shall be appointed by the Superintendent. Committee membership shall be determined not later than May 1, 2000.

The Committee members shall review the current and projected future needs for ESL service in the District and, by December 31, 2000 shall submit a report and recommendation to the Board and Association which shall include but not necessarily be limited to such matters as (1) current and projected pupil needs for ESL service, (2) current and projected ESL instructional staffing needs, and (3) current and projected ESL staff workload, supplies and facilities needs.

The Committee report and recommendations will be reviewed by the Board and Association. If the recommendations propose changes which would affect the terms and conditions of employment for any bargaining unit member and, if the Board proposes to implement any such changes in such a manner as to impact the terms of conditions of employment for any bargaining unit member, the Board and Association will engage in impact bargaining prior to the implementation of the change.

The procedural requirements of this Memorandum are subject to the grievance procedures of Article IV of the Negotiated Agreement, however, the implementation or failure to implement any or all recommendations of the Committee are not subject to the grievance procedures of Article IV.

Dated March ____, 2000

MEMORANDUM OF UNDERSTANDING
E-mail and Internet

The Board and Association have agreed that the Board will exercise its reasonable best efforts to provide each bargaining unit member with a District e-mail address and appropriate training during the term of this Agreement. The components and scheduling of such training will be determined by the District Information System staff. The use of all District computer systems by any bargaining unit member shall be consistent with the District's Acceptable Use Policy as such policy may currently exist or hereafter be amended. The Association shall have the right to the use of the District's e-mail system for Association related communication consistent with the Acceptable Use Policy.

The District currently has in place a technology plan for the provision of computer services to each building, which plan shall have priority over any individual request for additional computer hardware or related equipment or services. Any requests for additional computer hardware, software or related services will be addressed to the building Site Steering Committee. This memorandum of agreement is not subject to the grievance procedures of Article IV of the Negotiated Agreement.

MEMORANDUM OF UNDERSTANDING **CBE/Benchmarks Review Committee**

The Board and Association will create a committee to review the additional workload imposed on bargaining unit members as the result of mandatory CBE testing and grading. The Committee will be identified as the CBE/Benchmarks review committee (the "Committee"). The Committee will be made of six (6) persons, three (3) of whom shall be appointed by the President of the South-Western Education Association and three (3) of whom shall be appointed by the Superintendent. Committee membership shall be determined not later than October 1, 2000.

The Committee members shall meet to review the current and projected future impact of CBE testing and grading on staff workloads and schedules by March 1, 2001. The Committee shall submit a report and recommendations to the Board and Association which shall include but not necessarily be limited to such matters as: (1) the identification of the impact of CBE testing on teacher workloads, and (2) the identification of methods of alleviating that impact. The Committee may consider available technology in its review. The Committee report and recommendations will be reviewed by the Board and

Association. If the recommendations propose changes which would affect the terms and conditions of employment for any bargaining unit member and, if the Board proposes to implement any such changes in such a manner as to impact the terms or conditions of employment for any bargaining unit member the Board and Association will engage in impact bargaining prior to the implementation of the change.

The procedural requirements of this Memorandum are subject to the grievance procedures of Article IV of the Negotiated Agreement, however, the implementation or failure to implement any or all recommendations of the Committee are not subject to the grievance procedures of Article IV.

MEMORANDUM OF UNDERSTANDING
**Allocation of Available Building
Space**

The Board and Association acknowledge that there is a need in some of the District's school buildings for additional space to be used for parent/pupil meetings and a need for additional telephone service for communication with parents. As additional classroom facilities become available, there may be opportunities in some school buildings to allocate unused space, or in the case of telephone service, additional resources, to serve these needs.

Upon the written request of a building Site Steering Committee, the District building services personnel will conduct a review of available space and resources within a building to determine whether additional space can be utilized for meeting rooms and, if requested, to determine whether additional telephone service can be made available. Any such determination must be consistent with District's goals, objectives and fiscal resources. The designation of any building space as a meeting room or area, or the extent of available telephone

service in any building, may be changed at any time based on the needs of the pupils and instructional goals of the District.

MEMORANDUM OF UNDERSTANDING
TESOL Classroom Teachers

Pursuant to the memorandum of understanding establishing an ESL Services Review Committee (pp. 184-85 in the 2000-2002 Collective Bargaining Agreement), representatives of the Board and SWEA met during the second half of the year 2000 to jointly develop an ESL service model for implementation in the fall of 2001. Following are the agreements reached between the Board and SWEA concerning the ESL program implementation during this process.

1. TESOL classroom teachers will be required to have TESOL certification, except temporarily and for good cause as referenced in Section 801.3 of the Collective Bargaining Agreement.
2. The TESOL classroom teacher positions will be posted and filled according to Article VIII of the Collective Bargaining Agreement.
3. No ESL tutor will be subject to a reduction in force during the 2001-2002 school year due to the implementation of this model in the fall of 2001.
4. New TESOL classroom teachers will be classified as regular bargaining unit members with full rights, benefits, and responsibilities as set forth in the Collective Bargaining Agreement. They will no longer be classified as tutors pursuant to Article IX of the Collective Bargaining Agreement.
5. Every effort will be made to limit the number of students in a K-12 TESOL classroom to twelve (12) or fewer.

6. For bargaining unit members making the transition from ESL tutor to TESOL classroom teachers, the following shall apply:
 - a. All sick or personal leave will be converted from hours to days using the divisor of seven (7) hours equaling one (1) day.
 - b. For the purpose of placement on the salary schedule, one year worked as a tutor will count as one year on the teacher's salary schedule.
 - c. For the purpose of placement in the sequence of contracts, Section 602 of the Collective Bargaining Agreement, the TESOL classroom teacher shall be issued a contract of at least the duration of the contract the individual held as a tutor pursuant to Section 905.01. Bargaining unit members who previously held a one-year ESL tutor contract shall be placed in the sequence in accordance with Section 602, Item B. Bargaining unit members who previously held two-year or three-year ESL tutor contracts shall be placed in the sequence in accordance with Section 602, Item C.
7. This memorandum will be enforceable according to the provisions of Article IV of the Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING
School Schedules
Appendix F

The South-Western Education Association and South-Western City Schools Board of Education agree to establish a negotiation subcommittee to review the school starting and ending times (see Appendix F) for all buildings. The subcommittee will consist

of four (4) administrators appointed by the Superintendent and four (4) SWEA members appointed by the SWEA president. The committee shall meet in release time as the committee determines and present its recommendation to the Board and Association by May 1, 2003. The understandings herein are enforceable under the provisions of Article IV of this Agreement.

Any recommended changes will be implemented only if ratified by the Board of Education and the South-Western Education Association.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH-WESTERN CITY SCHOOLS
BOARD OF EDUCATION
AND
THE SOUTH-WESTERN EDUCATION
ASSOCIATION

BA + 30 AND MA + 30

In negotiations of the *SWEA Collective Bargaining Agreement* effective July 1, 2002 through June 30, 2005, the South-Western Education Association agreed to the deletion of the last sentence of Section 1600.1, Items 3 and 5, respectfully, in the preceding (2000-2002) Agreement, as follows:

- (A) "If the BA or BS is not in education, hours covered will begin to count only if earned subsequent to when the employee receives a teaching certificate." (Section 1600.1, Item 3);
- (B) "If the Masters is not in education, hours covered toward the 30 semester hours will begin to count only if earned subsequent to when the employee receives a teaching certificate." (Section 1600.1, Item 5).

Accordingly, the Board and the Association agree to the following clarification:

1. Any current bargaining unit member who has employed prior to July 1, 2002 but who, under the terms of previous SWEA collective bargaining agreements, was prohibited from advancing to either the BA + 30 or the MA + 30 category of the salary schedule due to the sentences referenced above, shall be placed in the appropriate category (BA + 30 or MA + 30) retroactively beginning on July 1, 2002.
- 2) Any bargaining unit member whose salary placement is adjusted according to Item 1 above shall receive additional compensation in the amount he or she would have received had such a bargaining unit member been placed on the BA +30 or MA + 30, respectively, effective July 1, 2002. There will not be any processing of claims for retroactivity prior to July 1, 2002.
- 3) The Board and the Association will communicate the terms of the agreement stated herein. Affected bargaining unit members who qualify for an adjustment in salary category according to Item 1 above will be required to notify in writing the Personnel Department by March 14, 2003.
- 4) Affected bargaining unit members will receive, in paychecks beginning in April, 2003, the amount they would otherwise have received according to placement in the BA + 30 or MA + 30 category, respectively. The remaining amount that otherwise would have been provided to affected bargaining unit members for days worked from the beginning of the 2002-2003 school year up to the time of salary adjustment will be paid in one lump

sum check on April 20, 2003. (Due to the holiday weekend, the actual pay date will be April 17, 2003.)

- 5) The understanding stated herein do not set precedent for either the Board of the Association.
- 6) The understanding stated herein are enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH-WESTERN CITY
SCHOOLS BOARD OF EDUCATION
AND
THE SOUTH-WESTERN EDUCATION
ASSOCIATION

WESTLAND HIGH SCHOOL ISR
PROGRAM

For at least the past four school years, the in-school retention (ISR) program at Westland High School has been supervised by a member of the SWEA bargaining unit. That individual was reassigned to a teaching position effective in the 2003-2004 school year, the Board will assign a classified employee to supervise the Westland High School ISR program, contingent upon the following understanding:

1. The Board and the Association agree to delay until the spring of 2004 discussion of the question of bargaining unit work related to the ISR supervision at Westland High school for the 2004-2005 school year and thereafter.
2. The parties agree that the placement of a classified employee in the ISR unit at Westland High School during the 2003-2004 school year shall not set precedent related to the question

of such placement for the 2004-2005 school year and thereafter.

3. The parties agree that, during the 2003-2004 school year, no member of the SWEA bargaining unit will be assigned to supervise the ISR unit at Westland High School.
4. The parties agree that the provisions of this memorandum are fully enforceable pursuant to Article IV of the SWEA Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH-WESTERN CITY SCHOOLS
BOARD OF EDUCATION
AND
THE SOUTH-WESTERN EDUCATION
ASSOCIATION

SCHOOL SCHEDULES MEMORANDUM
EXTENSION

The South-Western City Schools Board of Education and the South-Western Education Association agree to the following change in the Memorandum of Understanding Re: School Schedules found on page 169 of the SWEA Collective Bargaining Agreement. The Date "May 1, 2003" shall be changed to "May 1, 2005."

This understanding is enforceable according to the provisions of Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE SOUTH-WESTERN CITY SCHOOLS
BOARD OF EDUCATION
AND
THE SOUTH-WESTERN EDUCATION
ASSOCIATION

REGARDING STATE MANDATED
DIAGNOSTIC TESTING

This Memorandum sets forth the understanding of the South-Western City Schools Board of Education and the South-Western Education Association with respect to the implementation of State Mandated Diagnostic testing in grades one (1), two (2), and three (3) to commence with the 2004-2005 school year.

The parties agree that in the area of training:

1. Initial training for grades 1 and 2 will occur by the end of the workday on August 26 of the 2004-2005 school year. Follow up training for grades 1, 2, and 3 will be completed by Thanksgiving. This training will take place during contractual time other than lunch and planning time. Training for kindergarten teachers on the Readiness Test shall occur before the end of the 2004-2005 school year. This assumes that the materials area available from ODE.

The parties agree to the following general parameters as they relate to diagnostic testing:

1. Diagnostic tests must be administered and recorded by the end of the first week of May. Diagnostic testing will replace CBE testing for the primary grades. Buildings, through consensus of the SSC, may replace components of building formative assessments to incorporate the components of the state diagnostic testing program.

2. The teacher responsible for providing the primary instruction in a given subject is ultimately responsible for ensuring the diagnostics have been administered. That person will also determine how and when the tests will be delivered to the students for whom they are responsible.
3. Special Education teachers shall be responsible for ensuring diagnostics have been administered to students for those subjects they teach; as provided for in each student's Individualized Education Program (IEP)
4. Tutors, Title teachers, IRI ERI, and other district approved support personnel are not responsible for administering diagnostic tests, but may assist as their schedule permits.
5. During the 2004-2005 school year, each first (1st) grade teacher will be provided with twelve (12) hours of assistance for diagnostic testing from district approved personnel. Such assistance may include the administration/proctoring of students being tested, the input of electronic data, the scoring of tests, or record keeping as related to the diagnostic assessment.

Teachers shall request assistance in a timely and reasonable manner from the building principal. Every effort shall be made to schedule such assistance during the time period requested by the teacher, but in the event the requested time cannot be staffed, an alternate time will be scheduled. Each second (2nd) and third (3rd) grade may receive assistance in grading the second diagnostic writing prompt, if submitted to the curriculum department by March 30, 2005.

6. Teachers bear the primary responsibility of supervising their classes. Aides are not allowed (nor shall be expected) to supervise classes.
7. Diagnostic tests are not to be used for teacher evaluation. Diagnostic testing records for grades 1, 2, and 3 shall be formatted so that only the individual student information is passed along to the receiving school or teacher.
8. During April of 2005, administrative members of the South-Western City Schools and SWEA representatives shall reconvene to examine, evaluate and bargain the effects of Kindergarten Readiness Test scheduled to take effect during the 2005-2006 school year, as well as to evaluate the effectiveness of the implementation of the 2004-2005 diagnostic tests.

This memorandum is enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH-WESTERN CITY SCHOOLS
BOARD OF EDUCATION
AND
THE SOUTH-WESTERN EDUCATION
ASSOCIATION

CHECKLIST DOCUMENTS IN BUILDING
FILES

On March 11, 2004, the South-Western City Schools Board of Education and the South-Western Education Association resolved a grievance involving the use of a checklist in an evaluation document. Recognizing that the checklist was inappropriate, the Board and the Association agreed that evaluations done in the checklist format would be removed from those bargaining unit members' files

and either destroyed or returned to those bargaining unit members.

Subsequent to the resolution of the grievance, a bargaining unit member requested to submit a previously removed checklist document for inclusion in her building file in the form of an "anecdotal" record, according to the provision Article XII, Section 1200.1B, Item 2, of the SWEA Collective Bargaining Agreement. The Board and the Association agree to the following understandings regarding the inclusion of such documents in the building file of any bargaining unit member who makes such a request:

1. A request to include such documents in the bargaining unit member's file must be initialed by the bargaining unit member and treated as "anecdotal" in accordance with Article XII, Section 1200.1 B, Item 2.
2. Inclusion of such a document in a bargaining unit member's building file does not indicate recognition of said document as an appropriately written significant job performance observation.
3. Inclusion of such a document in a bargaining unit member's building file does not alter the understanding of the grievance resolution of March 11, 2004.
4. This memorandum is fully enforceable according to the provisions of Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH-WESTERN CITY SCHOOLS
BOARD OF EDUCATION
AND
THE SOUTH-WESTERN EDUCATION
ASSOCIATION

REPORTING TIMES FOR TEACHERS IN
THE PRESCHOOL PROGRAM

Whereas the reporting times for the SWEA members, known as Preschool teachers, located at the Preschool Center and two (2) elementary schools (DWES and PL) are not presently included in the Collective, and whereas the schedule for the students in the Preschool program do not align with the student schedule at the elementary level (as reflected in Appendix F-Student Day), the reporting times and dismissal times for the SWEA members assigned to the Annex and other Preschool classrooms shall be as follows:

Arrival Time	Dismissal Time
8:00 AM	3:15 PM
7:45 AM	3:00 PM (Darby Woods site)

These SWEA members are expected to arrive 30 minutes before the students, who arrive at 8:30 AM, and shall remain 15 minutes after the students leave at 3:00 PM (8:15 & 2:45 at DWES).

This memorandum is enforceable pursuant to Article IV of the SWEA Collective Bargaining Agreement.

AGREEMENT TO SUSPEND
ARBITRATION

The South-Western Education Association agrees to suspend its pending "daily lesson plan" grievance (Section XVII, Article 1701.1) as filed on September 23, 2002 with the South-Western City Schools Board of Education and agrees to defer the issue to bargaining between the parties

(scheduled to take place in the spring of 2005).

However, should a situation arise that adversely affects one or more bargaining unit members between the signing of this agreement and the time when the parties bring the issue of daily lesson plans to the negotiations table, the Association reserves the right to proceed to arbitration as per Step III of the grievance process as outlined in Article IV ("Grievances").

The Association agrees that once the issue of "daily lesson plans" is deferred to the actual negotiations process, the original grievance of September 23, 2002, will be considered "withdrawn without prejudice."

AGREEMENT TO SUSPEND ARBITRATION

The South-Western Education Association agrees to suspend its pending "LD Tutors Assigned as Special Education Inclusion Teachers" grievance (Article XVI, section 1600; Appendix A; Article VI; Article XVII, Section 1707.5, Item A) as filed on June 20, 2003 with the South-Western City Schools Board of Education and agrees to defer the issue to bargaining between the parties (scheduled to take place in Spring 2005).

However, should a situation arise that adversely affects one or more bargaining unit members between the signing of this agreement and the time the parties bring the issue of tutor pay to the negotiations tables, the Association reserves the right to proceed outline in Article IV ("Grievances").

The Association agrees that once the issue of "tutor pay" is deferred to the actual negotiations process, the original grievance of June 20, 2003 will be considered to the withdrawn without prejudice.

MEMORANDUM OF UNDERSTANDING

RELEASE TIME OF OFFICERS

Teachers who are elected or appointed to full or part-time positions with the TPO, or any organization with which it is affiliated will, upon proper application, be reassigned without pay, except as hereinafter recited, for the purpose of accepting these positions. The TPO will reimburse the Board, as outlined in Appendix U attached hereto, for the costs associated with any teachers so reassigned. Subject to reimbursement as specified by Appendix U, the Board shall pay teachers granted such leaves an amount equal to the sum of:

1. Salary for regular teaching contract salary in effect immediately prior to the leave and reassignment, adjusted incrementally under the salary schedule; and
2. Payments under supplemental or extended contracts actually performed or in place immediately prior to the leave and reassignment; and
3. An additional amount of salary per year pursuant to a supplemental contract equal to pay a the per diem salary rate under (1.) for additional days per school year, calculated by subtracting the number of paid teacher work days set forth in the Negotiated Agreement form 250.

Teachers granted such leaves of absence shall continue to accrue seniority for salary increments and seniority for other purposes as though they were in regular service. Upon return to service they shall be placed in the departmental and school assignment which they left, or one mutually agreed upon, with all accrued benefits, seniority and increments that they would have earned had they been in regular service.

The Board shall make all required contributions to STRS Ohio for the regular teaching contract salary and the supplemental TPO contract salary paid to the teacher while on such leave of absence.

The Memorandum of Understanding/ amendment applies notwithstanding any other provisions of the collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

OHIO ACHIEVEMENT TEST ADMINISTRATION ELEMENTARY SCHOOL

1. All teachers will be trained as test examiners and monitors. The training will occur during general staff meetings pursuant to Article XVII, Section 1700.05 of the Collective Bargaining Agreement.
2. Every effort will be made to keep students in their normal learning environment. When this causes classes to be divided, the affected teachers, in consultation with the principal, Staff Development Teacher, or non-bargaining unit test coordinator, will make every effort to reach mutual agreement as to the supervision of displaced students utilizing the building staff. If this cannot be achieved, the principal, Staff Development Teacher, or non-bargaining unit test coordinator may request additional assistance from the Personnel Department.
3. Volunteers will be sought to accept assignments as examiners or monitors when more teachers are needed. If sufficient volunteers are unavailable, a teacher will accept an assignment as an examiner or monitor in lieu of a classroom assignment or supervisory

assignment and preparation for the class period of the day of testing. The number of students in the assignment will not exceed 30 students, the maximum designated by the state for this testing.

4. Sufficient time will be allocated during the testing sessions to complete the required testing forms.
5. During a planning period, a teacher will not be involuntarily assigned as an examiner or monitor. Bargaining unit members who have their planning period during the testing time may volunteer to serve as monitors and be compensated at the internal substitute rate of pay for such periods in accordance with Section 1704 of the SWEA Collective Bargaining Agreement if their planning period cannot be rescheduled. Two weeks prior to the testing session, the building administration will make available a sign-up sheet for the voluntary internal substitution. Scheduled planning times will be rescheduled to accommodate testing by mutual agreement of affected teachers.
6. Structure of the schedule for the non-testing time during the testing period will be decided by the affected bargaining unit members. All affected bargaining unit members will receive planning time and duty-free lunch per the Collective Bargaining Agreement.
7. Examiner/Monitor(s) ratios for administering tests to students with special needs will be based upon the student's specific needs for test adaptation and will, therefore, be determined on an individual case basis.
8. This memorandum is enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING

OHIO ACHIEVEMENT TEST ADMINISTRATION INTERMEDIATE AND MIDDLE SCHOOL

1. All teachers will be trained as test examiners and monitors. The training will occur during general staff meetings pursuant to Article XVII, Section 1700.05 of the Collective Bargaining Agreement.
2. Volunteers will be sought to accept assignments as examiners or monitors when more teachers are needed. If sufficient volunteers are unavailable, a teacher will accept an assignment as an examiner or monitor in lieu of a supervisory or classroom assignment occurring during the testing period. The number of students in the assignment will not exceed 30 students, the maximum designated by the state for this testing.
3. Sufficient time will be allocated during the testing sessions to complete the required testing forms.
4. During a planning period, a teacher will not be involuntarily assigned as an examiner or monitor. Bargaining unit members who have their planning period during the testing time may volunteer to serve as monitors and be compensated at the internal substitute rate of pay for such periods in accordance with Section 1704 of the SWEA Collective Bargaining Agreement if their planning period cannot be rescheduled. Two weeks prior to the testing session, the building administration will make available a sign-up sheet for the voluntary internal substitution. Scheduled planning times will be rescheduled to accommodate testing by mutual agreement of affected teachers.

5. Structure of the schedule for the non-testing time during the testing period will be decided by the affected bargaining unit members. All affected bargaining unit members will receive planning time and duty-free lunch per the Collective Bargaining Agreement.
6. Examiner/Monitor(s) ratios for administering tests to students with special needs will be based upon the student's specific needs for test adaptation and will, therefore, be determined on an individual case basis.
7. The building administrator, guidance counselor, or a non-bargaining unit member test coordinator will create a schedule for testing time that will maximize the testing situation while minimizing disruption of the non-testing students. This may include reassigning rooms to facilitate that process. This procedure will be reviewed by the Site Steering Committee of each building each year.
8. This memorandum is enforceable pursuant to Article IV of the SWEA Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING

OHIO GRADUATION TEST ADMINISTRATION: FALL (RETESTING PERIOD)

When the Assistant Superintendent of Curriculum determines the number of students to be retested can be managed effectively, the following conditions apply. If it is determined not to be feasible, then testing will take place using the conditions outlined in the Ohio Graduation Test Administration: Spring Memorandum of Understanding. If such determination is made, the Assistant Superintendent of Curriculum will notify the SWEA President no later than five (5) weeks prior to the beginning of the testing period.

1. All teachers will be trained as test examiners and monitors. The training will occur during general staff meetings pursuant to Article XVII, Section 1700.05 of the Collective Bargaining Agreement.
2. Each high school will maintain a normal schedule during the testing time. The OGT will be administered in a manner that causes minimal disruption to regular instruction. In addition, no classes, with the exception of those in the recreation centers and the gymnasium, are to be displaced due to administration of the test.
3. A building administrator will serve as the test examiner and will stay with the students being tested throughout the testing session.
4. No bargaining unit member will be reassigned from his or her classes to serve as a test examiner or monitor unless all of the students in his or her class are taking the OGT during one or more of the periods. No bargaining unit member will be assigned to serve as a test examiner or monitor during his or her conference period. Department heads who have periods dedicated to perform department-head duties will not be assigned to help with the test administration during such periods on more than one day. Guidance counselors will not be assigned to help with the test administration on more than one day.
5. The Board will secure substitute teachers to assist in the test administration. In addition, bargaining unit members who have their planning period during the testing time may volunteer to serve as monitors and be compensated at the internal substitute rate of pay for such periods in accordance with Section 1704 of the *SWEA Collective Bargaining Agreement*. Two weeks prior to the

testing session, the building administration will make available a sign-up sheet for the voluntary internal substitution.

6. Bargaining unit members may be reassigned from supervisory duties in order to help with administration of the OGT. Every effort will be made not to combine study halls. However, in some cases, such combination may be necessary. When students are added to a study hall, the total number of students will not exceed the number on the study hall monitor's current roster.
7. For physical education classes that are displaced from the recreation center, the building administration will arrange for those classes to use, if needed, the gymnasium in the school building, assuming such arrangements does not cause the displacement of other classes that are normally assigned to the gymnasium during that time.
8. This memorandum is enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING

OHIO GRADUATION TEST ADMINISTRATION: SPRING (INITIAL OGT TESTING PERIOD WHICH MAY INCLUDE STUDENTS TO BE RETESTED)

1. All teachers will be trained as test examiners and monitors. The training will occur during general staff meetings pursuant to Article XVII, Section 1700.05 of the Collective Bargaining Agreement.
2. Students responsible for taking any section of the Ohio Graduation Test (OGT) – writing, reading, math, social studies, or science – will begin their school day at the regular time with a two hour fifteen minute test administration period. Students not

responsible for a specific section or any section of the OGT will begin classes after the test administration period.

3. During a test administration period, teachers will serve as test monitors, assist with test administration work as directed by the building test administrator or supervise students not responsible for taking tests.

a. After the test administration period, the regular daily sequence of periods will be followed and all duties and responsibilities performed. To the greatest extent possible, all periods will be the same length. Teacher planning periods will occur in the regular sequence of the day.

b. Teachers assigned to monitor the OGT where possible, will be assigned in pairs. Both will assist with the initial administration duties - distribution of answer documents, supervising data coding, etc. each day. On alternate days, one of the assigned pair will be excused from the test room and may use the time as supplemental conference time.

c. Teachers not assigned to monitor tests will assist with the supervision of students who have passed their testing requirement or are not required to take the tests. As permitted by the supervision needs of the building, these teachers will be able to use a portion of the administration period as conference time.

4. Sufficient time will be allocated during the testing sessions to complete required testing forms.

5. This memorandum is enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING

EXTENSION OF DEADLINE FOR PROCURING FEDERAL MEDIATION

The parties hereby agree that for the 2007 negotiations, the parties will extend the May 30 deadline in Section 301.1 to August 31, 2007.

Specifically the following language will change from "In the event agreement is not reached thirty (30) days prior to expiration of this Agreement, the Association and the Board shall meet in an attempt to agree on a mediator." To "In the event agreement is not reached by August 31, 2007, the Association and Board shall meet in an attempt to agree on a mediator."

The parties agree that this memorandum is non-precedent setting.

This memorandum is enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

MEMORANDUM OF UNDERSTANDING

PAYROLL JULY 5, 2007

If the July 5, 2007 paycheck is not deposited in accordance with existing contract language, as a result of the conversion to state software or this error is a direct result of the Board's actions, then the Board will be responsible to reimburse fees associated with this error.

For errors in the deposit of a bargaining member's paycheck, a check will be available for said bargaining unit member within two business days of reporting the error to the Treasurer's office. At the employee's request, the Board will also provide a letter of support indicating the Board's error.

If there is a numerical error in payment, the issue will be handled according to Section 1604.3 of the existing agreement.

The understandings stated herein do not set precedent for either the Board or the Association.

The understandings stated herein are enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.

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