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STATE EMPLOYMENT
RELATIONS BOARD

2007 OCT 11 P 2:15

MASTER CONTRACT

Between the

Southington
Board of Education

and the

Southington Education
Association

Effective

AUGUST 30, 2007 - AUGUST 30, 2010

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ARTICLE 1

RECOGNITION

100 Recognition

The Southington Local School District, hereinafter "Board" or "District", hereby recognizes the Southington Education Association, Northeast Ohio Education Association, Ohio Education Association, and the National Education Association (NEOEA/OEA/NEA), hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board) both full and part-time. The Association recognizes that the Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Board recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

101 Bargaining Unit

The bargaining unit shall contain all teachers (certificated employees) designated by state law.

102 Duration of Bargaining Recognition

The Association shall be recognized as the sole and exclusive bargaining agent for the bargaining unit, as defined herein, until such time when this status is changed under the provisions of ORC 4117.

103 Rights of the Parties

The duties and obligations of the parties to this contract shall be limited to those expressly set forth by law and/or the provisions of this contract. All bargaining unit employees, as defined herein, are entitled to all rights, advantages, and privileges of this contract unless otherwise specified.

ARTICLE 2

NEGOTIATIONS PROCEDURES

200 Negotiations Procedures

Upon written notice by either party at least ninety days prior to the expiration of this Agreement, negotiations of a successor agreement shall commence. The parties shall meet within ten (10) days of the date of such written notice.

201 Coverage

201.1 The Board and the Association recognize that the Board is the body legally responsible for the determination and the implementation of policies for the operation of the Southington Local Schools. The Board and the Association recognize that the Board must operate in accordance with the Revised Code and with the rules and regulations promulgated by the Department of Education and the State auditor. The parties recognize that: "A Board of Education is vested with the authority to negotiate and to enter into a collective bargaining agreement with its employees as long as such agreement does not come in conflict with or purport to abrogate the duties and responsibilities imposed upon the Board of Education by law; and in accordance with 4117 GRC."

201.2 The scope of negotiations shall be wages, hours, terms, and other conditions of employment, the continuation, modification, or deletion of existing provisions and any other items mutually agreed upon.

202 Submission of Issues

The parties shall agree for the submission of proposals which shall be within fifteen (15) days of the first session, unless extended by mutual agreement. All proposals shall be reduced to written form.

No additional issues shall be submitted by either party following the second meeting, except by mutual consent of the parties. All issues shall be submitted in such form that they may be immediately initialed and agreed upon if acceptable.

203 Negotiating Teams

The Board and the Association each may have up to four representatives and two observers at each negotiating meeting. Each party is free to select its own representatives and observers provided that neither team shall have more than one representative who is not an employee of the School District.

Meetings

Negotiating meetings shall be in executive session unless otherwise agreed upon by both parties.

Either party may be granted time for independent caucus at any time.

Meetings shall be at least two (2) hours in length but may be extended by mutual agreement of the parties.

204 Consultants

Each party may call upon competent consultants to make suggestions on matters under discussion.

205 Exchange of Information

The Superintendent shall furnish the Association and the Association shall furnish the Superintendent, each upon reasonable request, all available information that is regularly prepared and pertinent to the issues under negotiation. The Board and the Association will incur no expense or time in providing such information to the other party. While it is expected that the negotiating teams will keep their constituents informed of progress, every effort should be made to prevent the release of information from interfering with the negotiating process. No information will be released to the public about matters under negotiations without the approval of both parties prior to achieving agreement or severing negotiations.

206 Agreement

206.1 Tentative agreement on negotiation items shall be reduced to writing, and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.

ARTICLE 3

GENERAL PROVISIONS

206.2 The contract reached through negotiations shall be reduced to writing and submitted to the certified personnel by the Association for approval. Upon approval by the bargaining unit represented by the Association, the contract shall be submitted to the Board for approval. If approved by both parties, the contract shall then be signed on behalf of the parties and shall be adopted in resolution form as the policy of the Board Agreement and Association Contract. The agreement will expire August 30, 2010.

207 Disagreement

If agreement is not reached after negotiations have taken place for sixty (60) calendar days (unless a later date is mutually agreed to), either party may request the appointment of a mediator from the staff of the Federal Mediation and Conciliation Service (FMCS). The Mediator shall meet with the representatives of the parties either jointly or separately, and shall take such steps as he/she deems appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement. The Mediator shall not have the authority to extend the time limits of any existing agreement or to bind the parties to any agreement.

Mediation as described in this article constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the ORC.

300 Maintenance of Standards

The Association and its members shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this Contract.

301 Contrary to Law

If any provision or application of this Agreement is determined by a Court of competent jurisdiction, by an act of the Federal or State Legislature, regulations or orders issued by Federal or State authorities, or by mutual agreement of the parties that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.

302 Official File

The personnel file for each teacher shall be maintained by the Board. This shall be considered the official file.

303 Contents of Personnel Files

303.1 Such file shall contain the following:

1. Application
2. College Transcripts and Credentials
3. Certificates
4. Letters of Recommendation
5. Evaluations
6. Medical Information when necessary
7. Other relevant and pertinent information to include: letters of commendation/valor, reprimands and emergency phone numbers.

303.2 Any copy of items added to the personnel file shall be sent to the teacher. Such inclusions shall be dated and

initiated by the Administrator placing said information in the file. Letters of reference and recommendations shall be retained in the personnel files.

303.3 No anonymous materials shall be placed in any bargaining unit member's file.

303.4 Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item, and shall have the right to place a response or rebuttal to the item in the file.

It shall be the responsibility of the Administrator making an adverse inclusion to a teacher's personnel file to advise the affected teacher of appropriate corrective action to be taken.

The affected teacher shall have the right to reply by written statement to any adverse inclusion to the teacher's personnel file. This written statement shall be attached to the filed copy.

304

Access

304.1 A teacher has the right, upon demand, to review all items in his/her file except those items pertaining to conditions of initial employment and letters of reference and recommendation.

304.2 A representative of a certificated staff member shall be given access to the personnel file of said member, upon presentation of written authorization from the staff member, utilizing administrative form to be maintained by Superintendent, including the signature of said member of the staff.

304.3 Members of the Administration authorized to use the personnel files shall be limited to those Administrators who have responsibilities directly related to the member of the staff concerned.

305 Personnel Files

305.1 Personnel File Inspection and Rebuttal Material

All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347, Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Personnel Office.

305.2 Restractions

The right to review letters of recommendation is excluded from the above provision.

305.3 Expunging Material from File

A teacher shall be notified immediately, if possible, if any individual or group requests to review his/her personnel file. Notification shall be in writing and by e-mail and include the name and date of the person or group making the request.

306 Constitutional Rights

The Board of Education agrees that all members of the bargaining unit are entitled to constitutional rights of citizenship regardless of sex, race, color, creed, or place of origin.

307 Personal Life

The personal life of a teacher is not within the appropriate concern or attention of the Board of Education, except as it may directly prevent the teacher from properly performing his/her assigned functions during the work day. The Board of Education shall not adopt or enforce any policy which would invade the privacy and dignity of the teacher.

308 Faculty Council

308.1 The faculty council will consist of four (4) members of the Association, as designated by SEA President, and the Superintendent and appointed Administrators. This

council will prepare a school year meeting schedule before September 10 of each school year.

Faculty council will meet once each month, with the meeting time mutually arranged to accommodate the teaching staff with a minimum of instructional disruption. Upon mutual agreement, the parties may adjust the meeting schedule. The Superintendent and SEA President will exchange agendas at least two (2) days prior to the meeting and distribute the agenda to the council members prior to the meeting.

The purpose of the faculty council will include, but not be limited to, matters relating to a bargaining unit member's teaching environment and a bargaining unit member's health and safety. It should provide a forum for the open exchange of ideas, suggestions, problems, or concerns from the certified staff or administration. Such discussion shall be conducted in the spirit of serving to prevent the escalation of problems to a level that causes either party to pursue more formal intervention measures.

Faculty council objectives will be to:

- a. improve student instruction
- b. increase job satisfaction and improve morale
- c. increase decision-making roles of bargaining unit members in school operation, policies, and programs

The faculty council will inspect the building at the beginning of each school year and periodically throughout the school year to advise the Superintendent and make recommendations to the Superintendent concerning the maintenance condition of each building. The council will continue to make recommendations to the Superintendent during the school year via faculty council meetings. To be included as a permanent agenda item - Facilities (utilities, safety, maintenance).

Within five (5) work days of each meeting, the committee shall file a report to the Superintendent and staff stating its findings and/or recommendations. Within ten (10) work days of each meeting, the Superintendent shall submit to SEA President a report to include any findings.

results, or actions relevant to the council's discussions of the agenda items.

308.2 Teaching Environment

Professional staff members will work under safe and healthful conditions. Adequate facilities will be maintained for each professional staff member.

1. The Board will provide a continuous maintenance program in such areas as plumbing, lighting, floors, walls, stairways, windows, fountains, and other such areas.

2. An electric duplicating machine, photoelectric copier, computer, printer and paper will be made available for the use of professional staff members in preparing instructional materials. No additional equipment need be purchased provided the existing equipment is maintained and is in operational order.

3. Upon request, available electric typewriters and other office machines and equipment may be used by professional staff members for preparation of instructional materials.

4. Each existing classroom will have sufficient blackboard and bulletin board space, desks, chairs, filing cabinets and electrical outlets to complement the professional staff member's instruction.

5. Bulletin boards will be located in an easily accessible position.

6. Classroom interruptions by the public address system are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

7. The parties recognize that a teacher's primary responsibility is to teach. The school day shall be organized toward ensuring that the energies of the teacher are used primarily to this end. Reasonable effort will be made to contain and reduce non-instructional duties through the uses of all available

school resources. Reasonable effort will be made to reduce undue paperwork and computer responsibilities.

308.3 Health and Safety

Members of the bargaining unit shall not be required or expected to work in facilities that are judged by an appropriate authority to be unsafe or unhealthy.

This provisions shall include, but not necessarily be limited to the following conditions:

1. Defective utility service, including gas, phone, electric and water, that may cause a danger.
2. Structure deficiency that can be considered a hazard.
3. National emergency or local emergency that may threaten danger to the school building by bombing or other similar action.
4. Power failure that can render safety devices ineffective.
5. Hazardous chemicals or building materials that may cause bodily harm.
6. Buildings or individual rooms where the temperature adversely interferes with the learning environment. Room temperature should be maintained at a comfortable level.
7. Classrooms, workrooms, teachers' lunchroom, and restroom facilities should be cleaned and sanitized at least once a day.

309 Just Cause

No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, and/or deprived of any professional advantage without just cause.

Deprivation of professional advantage may advance only to Board level grievance procedure.

310 Academic Freedom

310.1 Teachers, Administrators, and Boards of Education seek to educate young people in a democratic tradition, to foster a recognition of individual freedom and responsibility to society, and to instill appreciation of the value of individual personality.

310.2 It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged.

310.3 Freedom of individual conscience, association, and expression will be encouraged and a fairness in procedures will be observed both to safeguard the legitimate interest of the school and the community, and to exhibit by appropriate examples the basic objectives of a democratic society. Academic freedom requires that all sides of an issue be explored. Opinions should be stated as such in theory for what it is.

311 Non Discrimination

The Board shall administer its prerogatives without regard to race, color, creed, national origin, sex, marital status, age, academic assignment or membership or non-membership in the Southington Education Association or other association.

312 No Reprisals

No reprisals shall be taken against a bargaining unit member by reason of their utilization of any procedure or activity provided for herein.

Discipline

The Administration recognizes and accepts its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and other work related areas. While teachers are expected to control and discipline their own classrooms, (they will not be expected to handle discipline problems which have occurred in other classrooms, or under the supervision of any other teacher, aide, administrator or substitute; nor will they be expected to monitor in-school suspension students). All discipline shall be in accordance with the laws of the State of Ohio.

Any teacher who has been verbally or physically threatened or assaulted by a student shall have the right to have said student removed from his/her class. If possible, we will reschedule the student into other classes or study hall if they are available.

Discipline Review Committee

A discipline review committee consisting of superintendent, principals, teachers, board members, and parents shall be formed to meet each semester. The purpose of the committee shall be to evaluate the effectiveness of current discipline policies.

ARTICLE 4

DUES PAYMENT

400

Dues Payment

400.1 In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of dues uniformly required of members of the Association. Bargaining unit members may either pay directly to the Association or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the School Board. The payment of dues or a service fee is not a condition of employment; however, in this event the bargaining unit member may be subject to a

civil action by the Association for damages for said service fee.

400.2 To be included in individual teachers' contracts executed after the effective date of this agreement:

This contract is entered into by you and the Board and is subject to the provisions of the Constitution and the Ohio Revised Code; applicable regulations of various State agencies; regulations and policies accepted by the School Board and, under its authority, administrative regulations and applicable provisions of the contract between the School Board and the Association.

"The Master Contract negotiated between the Association and the Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in the Master Contract or by provisions provided by law."

401

Association Dues

The Board agrees to deduct Association dues from the wages of teachers upon presentation to the Board of a written authorization individually executed by the teachers desiring the deduction. Dues to be paid consistent with current practice:

402

Indemnification

The SEA agrees to indemnify the Board for any and all damages and expenses incurred as a result of this Article and to assume all costs of, and responsibility for, defending this Article of the Contract.

ARTICLE 5

MANAGEMENT RIGHTS

500 Management Rights

Except as specifically limited by this contract, the Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and/or the United States.

ARTICLE 6

GRIEVANCE PROCEDURE

600 Definition

A "grievance" is an alleged violation, misinterpretation or misapplication of a specific Article or Section of this Agreement, and/or administrative regulations, directives, or procedures. Any alleged violation misinterpretation or misapplication of administrative regulation, directive, or procedure shall be processed only through Step Three.

601 Purpose

It is the intent of the Board and the Association that grievances be resolved at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

602 General Provisions

602.1 Any grievance shall be initiated within twenty (20) days of the act or when the grievant knew or should have known of the act on which the grievance is based.

602.2 "Days" shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding

school year "days" shall mean weekdays (excluding Saturdays, Sundays and holidays).

602.3

An "aggrieved party" is the bargaining unit member, or group of bargaining unit members who submit a grievance, or the Association. The Association shall have the right to file a grievance, if the subject matter involved concerns:

- 1. An alleged violation of the negotiated contract with respect to rights and privileges granted to the Association, its officers, or its representatives, as such;

- 2. An alleged violation of the negotiated contract with respect to a matter affecting two or more staff members of the bargaining unit. When judged feasible by the Association, the names of the grievants shall be listed on the grievance form.

602.4

"Representative" shall be either the Chairperson or designee of the Grievance Committee of the Association, and/or private counsel of the employee/employees.

602.5

Submission Requirements

- 1. When a written grievance is provided under the grievance procedure hereinafter, it shall be submitted in writing on a form herein attached, and shall identify the aggrieved party, time and place of the alleged violation, the identity of the person(s) responsible for causing such alleged grievance, a general statement of the grievance, and the specific redress sought by the aggrieved party.

- 2. A bargaining unit member or group of bargaining unit members may submit grievances which affect them personally. However, the Association shall have the right to initiate a grievance on behalf of any group of bargaining unit members. In the event of such "Class Action," the grievance shall be initiated at Level Three.

- 3. The aggrieved bargaining unit member(s) may at his/her/their own option be represented during the

grievance procedure by the Association or any representative(s) as defined in paragraph 602.4 above.

4. In the event that an aggrieved bargaining unit member chooses to have a grievance processed without the participation of the Association, or the Association chooses not to process the grievance, the bargaining unit member shall be entitled to do so, but in that event the teacher shall be liable for any expenses incurred therein, including but not limited to a reasonable hourly charge for administrative time and attorneys. A written copy of the grievance will nonetheless be sent to the Association President when the written grievance is submitted and a written copy of the final settlement of the grievance, if any, will be sent to the Association President as soon as it is reached. If taken to arbitration, the bargaining unit member will reimburse the Board for all costs by payroll deduction.

5. The time limitations set forth hereinafter for the submission of a grievance at any step shall be considered as maximum unless extended by mutual agreement. Failure to submit a grievance within the time specified shall be considered as a waiver of that grievance.

Failure of the Administration to comply with time limitations set forth hereinafter shall automatically advance the grievance to the next level.

6. The Association reserves the right to have a representative present at any and all grievance meetings to protect the contractual rights of the Association and/or its members.

603

Grievance Form Data

The grievance form shall contain the information in the Section above plus a place for the grievant's signature and the signature of the Administrator and Supervisor receiving the grievance. The disposition of a grievance shall be in writing and signed by the individual rendering the decision. A copy of the grievance form and a Disposition of Grievance form shall be placed in the appendix of this Agreement.

604

Grievance Step Procedure

604.1 Step One

When there is a grievance, the aggrieved party may attempt to resolve it informally with his/her Immediate Supervisor.

604.2 Step Two

If informal discussion does not resolve the problem to the satisfaction of the grievant, the grievant may file a formal, written grievance with the building principal. The building principal will take action on the written grievance within ten (10) days after receipt of the written grievance. Copies of his/her written decision will be sent to the grievant, the Grievance Chairperson, and the Superintendent.

604.3 Step Three

If the grievant is dissatisfied with the action of the building principal at Step Two, or if no action is taken within ten (10) days of the appeal, the grievant may refer the grievance in writing to the Superintendent. A copy of the appeal will be sent to the building principal.

The Superintendent or his/her designee shall meet with the grievant and representative(s) of the grievant within ten (10) days of the receipt of the referral.

A written disposition of the grievance, including the reason(s) for the decision, will be sent to the employee, representative(s), if any, and the building principal within

ten (10) days after the meeting; provided, however, that the Superintendent or his/her designee shall not include in such written reasons any information which he/she and the employee deem to be confidential as to the employee, unless such employee provides the Superintendent or his/her designee with a written consent for releasing such information.

604.4 Step Four

If grievant is not satisfied with disposition of the grievance at Step Three, or if no decision is reached within ten (10) days, and the grievance involves an alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement, the grievance may be appealed to the Board of Education by filing written notice with Superintendent.

Within fifteen (15) days after receiving the appeal, or by mutual agreement of the parties, the Board will schedule a hearing of the appeal of the grievance. The grievant, his/her representative(s), building principal and Superintendent shall be present for the hearing.

The Board of Education will render its decision no later than ten (10) days following the hearing of the appeal. Copies of the Board's decision shall be sent by the Board Treasurer to the employee, his/her representative(s), the Grievance Chairperson, Superintendent, and the building principal.

605 Arbitration

605.1 Step Five

If no decision is rendered as set forth in Step Four, or if the grievance is not satisfactorily resolved under Step Four, the aggrieved party may, not later than twenty (20) days after receipt of the answer under Step Four, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of Arbitrators. A copy of such request shall be forwarded to the Superintendent, grievant, and to the Grievance Chairperson. Upon receipt of the names of the proposed Arbitrators, the designee of the Superintendent and a

designee of the Association, or the grievant if the Association has not chosen to process the grievance, shall select an arbitrator from the names provided in accordance with voluntary rules of the American Arbitration Association:

605.2

The Arbitrator shall be empowered only to base his/her decision upon grievances as defined in Section 600 above, and shall have no power to add to, subtract from, or modify those documents referred to in Section 602.5 and 603, above by implication or otherwise.

605.3

The decision of the Arbitrator, if rendered within and in accordance with the above stated power, shall be binding on the Association, its members, the teacher(s) involved, and the Board.

605.4

Cost of Arbitration

Fees and expenses of the Arbitrator shall be shared equally by the Board and the Association; or if the Association has chosen not to process the grievance, the grievant shall be liable for all expenses incurred therein, including but not limited to a reasonable hourly charge for administrative time and attorney fees. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

606 Rights of the Association

INFORMAL GRIEVANCE NOTIFICATION

606.1 The Association shall have the right to attend all grievance related hearings or discussions at Step Two through Step Five.

606.2 The Association shall have the right to present its views at all such sessions.

606.3 The Grievance Chairperson shall receive copies of all correspondence, records, notices, opinions and discussions related to all grievances.

606.4 No reprisals of any kind shall be taken against any party or any member of the bargaining unit for having utilized his/her rights under this grievance procedure. Similarly, no member of the bargaining unit shall be subjected to any harassment or discipline on account of testimony offered during the course of any stage of the grievance procedure.

607 Confidentiality

Every effort shall be made by the parties to this Agreement to preserve the confidentiality of all records, documents, and information pertaining to alleged grievances.

Dear _____
(Administrator)

This letter is to notify you that I request a meeting for an informal alleged grievance discussion.

Sincerely,

Teacher _____ Date _____

RESOLUTION:

Administration _____ Grievant/Representative _____

ARTICLE 7

NO STRIKE

700 Throughout the period covered by this Agreement the Southington Education Association shall not strike beyond its authority to do so as provided in ORC 4117.

ARTICLE 8

ASSOCIATION RIGHTS

800 Exclusive Organizational Rights

800.1 Rights and privileges provided in this Section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

800.2 The Board of Education shall neither contribute to, nor encourage the creation or growth of any rival organization(s) which have had or may seek bargaining rights, by granting such organization(s) rights and/or privileges which have been negotiated by the Association.

801 Use of School Facilities

The Association and/or its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided arrangements are made with the building principal. When special custodial services are needed, the Board of Education may make a reasonable charge.

802 Use of School Equipment

The Association may use equipment located within the building for Association business provided that such use does not conflict with school business. All consumable materials used with the equipment shall be provided by the Association.

803 Bulletin Boards

All bulletin boards, faculty lounges, faculty lunch rooms, faculty work rooms, and school offices may be used by the Association.

804 Association Representatives Access to Teachers and/or Buildings

The Association shall have the right to have its agents and/or officers contact teachers during the regular school day.

804.1 Said contacts shall not normally interrupt instructional time of teachers.

804.2 Said officers or agents may make school visitations during the regular school day to confer with teachers or other employees during their free time by observing normal check-in procedures through the principal's office.

805 Use of Inter-School Mail System

The Association shall have the right to use the inter-school mail.

806 Use of Teacher's Mail Boxes

The Association shall have the right to place materials into individual teacher's mail boxes in school buildings.

807 Dues Deductions

807.1 Deduction of yearly Association dues and/or fees shall be authorized for payroll deduction to the Treasurer of the school by the bargaining unit member for the following:

1. Local Association and its Affiliates.
2. Annuities
3. Credit Union
4. EPAC, according to ORC 3313.262

807.2 No later than October 15, annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Association shall be submitted to the Treasurer.

807.3 The President of the Association shall by September 15, annually, certify to the Treasurer of the Board of Education the amount of annual dues deduction for the ensuing school year.

807.4 Dues deductions shall be made in equal payments beginning in November and ending in the last pay of July annually.

807.5 1. The Board agrees to honor continuous dues deduction authorizations executed in accord with this Article. Such authorization may be revoked in writing, with such revocation received by the Office of the Treasurer during the period of September 1 through September 15 each year.

2. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member.

807.6 All monies from Association memberships shall be remitted to the Association's Treasurer in a timely manner.

808 Faculty Meetings

The Association may have time at the end of each faculty meeting for Association items.

809 Committee Representative

809.1 When changes in programs, curricula, subject areas, texts, schedules, or supplemental materials are considered, appropriate teachers, building representatives, and administrative personnel from the buildings or subject areas affected shall be included on committees to consider possible changes. Consideration shall be given when appointing members to the committee to persons who have volunteered.

809.2 In on-going committees, every attempt will be made to continue fifty percent (50%) of the membership on said committees in the following school year.

809.3 Where appropriate, committees will have the following basic responsibilities:

1. Evaluate the status quo as it relates to the task of the committee.
2. Make specific recommendations regarding any proposed changes.

809.4 If the recommendations of the committees are approved or adopted, the committee(s) will be utilized to implement the recommendations.

809.5 The Association will forward to the Superintendent a list of faculty members wishing to serve on any of the above mentioned committees.

810 Board Documents and Records

810.1 The Association shall be provided, at no cost, with one (1) copy of all documents prepared by the Board of Education or received by the Board from State or Federal Agencies regarding finances, instructional programs, staffing, or otherwise may relate to benefits and conditions of employment of bargaining unit members, that are matters of public record when requested.

810.2 Such documents shall be provided to the Association immediately and without specific request on a timely and

routine basis such as the Board agenda, Board minutes, and any materials publicly distributed.

810.3 The Association shall have an opportunity to make a presentation to the Board, when requested through the Superintendent.

811 Teacher Orientation Programs

The Association shall be on the program for any new teacher orientation arranged by the Board or the Administration. The Association will also have time scheduled during teacher orientation day each year.

812 Posting and Display of Organizational Materials, Emblems and Other Identification

The Association shall have the right to post, wear, or otherwise display emblems of an organizational nature in classrooms, workrooms, lounges, mailboxes, or anywhere frequented by bargaining unit members in school facilities.

813 Consulting Teacher (Entry-Year) Program

A full-time teacher, new to the district and/or the profession; or a teacher who is moving to a new certification area shall be defined as an Entry-Year Teacher and is eligible to participate in an Entry-Year Program.

1. Upon the identification of an eligible teacher for an Entry-Year Program, the administration will activate a review committee for the development and evaluation of the specific program required. Such a committee will be comprised of the following:

- a. SEA President or designee,
- b. Representative staff members from the department or area of specialization,
- c. Building principal,
- d. County office representative.

2. Coordinate the Entry-Year Program for the Southington Local School with the Trumbull County Consortium for the purpose of training mentors whenever applicable.

814 Non-Resident Student Attendance

Members of the bargaining unit represented by the Southington Education Association who are non-residents of the Southington Local School District shall be permitted to have their children attend school in the District tuition-free. This provision does not apply if the student has special needs which significantly increase the cost to the Board.

ARTICLE 9

LEAVES OF ABSENCE

900 General

Leaves of Absence shall be granted in accordance with the following provisions. If the provisions, hereinafter, provide a teacher with more than one (1) option as to which leave may be used, the teacher may apply for and be granted the leave which is most beneficial to his/her circumstances.

901 Unpaid Leave of Absence or Illness Disability

901.1 All employees shall be entitled to an unpaid leave of absence for one calendar year upon request. The Board shall grant the leave upon recommendation of the Superintendent.

Exception: The Board may terminate an unpaid leave of absence for any employee who accepts similar employment in any other school district during the time of the leave.

901.2 Any employee on unpaid leave of absence shall be permitted to participate in the group insurance programs by reimbursing the Board for premium cost.

901.3 The Board may require that the unpaid leave expire at the end of a school year or a semester, and may grant an extension of the original leave of up to one (1) additional school year.

901.4 All employees on unpaid leave of absence must submit to the Superintendent, in writing, their intentions regarding

their return to work no later than one month prior to the date their leave expires or March 1, whichever occurs first. Failure to do so will result in the employee's forfeiture of the right to return to his/her position.

902 Sick Leave

902.1 Sick Leave shall accumulate on the basis of one and one-quarter (1-1/4) days for each month of service up to fifteen (15) days per year. Accumulation of Sick Leave shall be:

2007-2010 = 312 days

New teachers to the district may transfer accumulated sick leave or any portion thereof to the maximum allowed by the district.

902.2 An employee shall be paid for acceptable reasons for absence to the extent of his/her accumulated leave. Acceptable reasons for leave with pay are personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and absence due to illness, injury, or death (in addition to that which is granted in Section 910), in the employee's immediate family. The "immediate family" shall be interpreted to mean father, mother, sister, brother, spouse, children, step-parent, step-child, immediate relative-in-law, grandparents, grandchildren, foster parents, foster children, or a person living in the same household and person for whom you have legal custody.

902.3 The Board will advance Sick Leave to new employees who have not yet earned sick leave, and returning employees who have exhausted all the leave they have earned. The amount of Sick Leave advanced shall be equal to, but shall not exceed in total, the amount the employee would earn during the school year in which it is granted.

902.4 Deduction for absence shall be on a per diem basis using the number of days or parts of days requested. The minimum deduction for sick leave shall be one-fourth (1/4) day.

902.5 Each teacher who completes a semester without using any "Sick Leave Days" shall be paid a bonus of \$250. Said bonus shall be included in the teacher's first pay in February and/or July.

Each teacher who has at least 150 accrued and unused sick leave days shall be eligible to participate in the following sick leave buy back plan:

At the teacher's option:

A. The teacher may elect to accumulate any unused sick leave accrued during the school year; or

B. The teacher may elect to "cash in" any unused sick leave accrued during the school year at the rate of one-fourth (1/4) of the accrued but unused days multiplied by the teacher's per diem rate for that school year. The maximum number of days which would be compensated in any year is 3 3/4 (1/4 * 15). Payment for these days shall be made by separate check at the last pay in June.

Election of this option shall eliminate any accrued but unused sick leave days for that school year.

C. Each teacher shall annually elect one of the options on a form to be provided by the Treasurer. Request forms shall be submitted the first week of May.

D. Any teacher who has accrued 305 days shall be entitled to accumulate additional days for the purpose of the bonus.

902.6 Teachers are encouraged to call off sick the day before their absence to help insure enough time for a substitute to be found.

903 Personal Leave

903.1 Paid Personal Leave to attend to business of a personal nature shall be granted to a maximum of four (4) days per year. These days shall not be accumulated from year to year. No personal leave days shall be deducted from sick leave.

903.2 Notification of intent to take such leave should be made to the teacher's Principal as far in advance as possible, but not less than four (4) days. In an extreme emergency precluding advance notification, the teacher shall notify the building principal that the use of personal leave is necessary due to the emergency and submit the proper notification immediately upon return. The principal shall be responsible for substitute coverage.

903.3 No more than ten percent (10%) of all teachers shall be granted Personal Leave on any given working day.

903.4 Teachers granted Personal Leave shall be replaced by a Substitute according to the Board adopted policy governing employment practice - Substitutes.

903.5 Deduction for absence shall be on a per diem basis using the number of days or parts of days requested. The minimum deduction for personal leave shall be one-half (1/2) day.

903.6 On July 1, of each year, a bargaining unit member's unused Personal Leave shall be credited to the member's sick leave.

904 Unpaid Professional Leave of Absence

904.1 Unpaid Professional Leave of Absence may be granted to five percent (5%) of the full-time, annually contracted staff for the purpose of study, but without pay, and for a period of time not to exceed two (2) years if an appropriate substitute can replace the professional leave applicant.

904.2 Bargaining unit members eligible for Unpaid Professional Leave of Absence shall be those who have been employed by the school system for three (3) consecutive years and hold a Continuing Contract, or who have been employed by the school system for five (5) consecutive years and hold a Bachelor's Degree.

904.3 The following additional provisions shall apply:

905 Assault Leave

1. The Continuing Contract status of any such employee shall not be adversely affected by Unpaid Professional Leave of Absence.
2. The teacher has the right to return to the district for an assignment to a comparable teaching position (this does not include a supplemental position), if the request for such assignment is made on or before March 1st prior to the opening of school the following September.
3. A teacher on Unpaid Professional Leave of Absence must successfully complete a minimum of twelve (12) semester hours per semester of graduate study.
4. The teacher returning from Unpaid Professional Leave of Absence shall be placed on the Salary Schedule reflecting the earned credits and with no loss of current experience on salary schedule due to this leave.

905.1 If, in the course of employment, a teacher is assaulted by a student or a person acting in the student's behalf, resulting in physical injury to the teacher which is severe enough to preclude the satisfactory performance of regular teaching duties, the teacher shall be granted Assault Leave for the period of incapacitation, except that the length of leave shall be limited to twelve (12) months duration. The twelve (12) month duration shall commence with the first day of Assault Leave. In case of injury or visible disfigurement which causes embarrassment to the teacher, Assault Leave shall be limited to twenty (20) paid working days maximum.

905.2 The teacher shall not qualify for Assault Leave except upon the submission of a report supporting the granting of Assault Leave. If medical attention is required, the employee shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.

905.3 Payment of Assault Leave shall be at the regular rate of pay (teacher's regular pay plus any extra-duty,

supplemental, and/or supplementary pay) in effect for such employee at the time of assault, less any compensation which the employee is entitled under the Worker's Compensation Act of Ohio.

905.4 A teacher who has been physically assaulted in connection with the performance of the professional assignment of the Board shall notify his/her Building Principal. The teacher shall have the right to confer with a representative of the teacher's choice prior to the submission of any report. The teacher shall file a written report, and the report shall be signed by teacher or his/her representative.

905.5 The Principal or his/her designee shall attempt to obtain a list of witnesses to said assault. The Principal shall then attempt to obtain a written statement of the observations of each witness.

905.6 If Court action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for the necessary time in Court.

905.7 A teacher temporarily disabled as a result of physical assault shall be returned to the same position as held at the time of incident, or shall be transferred to the first available teaching position carrying equivalent pay and equivalent professional duties for which the teacher is certified, if the teacher so desires.

906 Professional Growth Leave

A. The Superintendent may authorize absences of members of the certified staff for professional purposes, with full pay. Professional growth leave may be granted each teacher for the purpose of visiting other schools, or attending meetings or conferences of an educational nature.

B. The absence from school of a member of the certified staff who was officially authorized to attend a professional meeting in accordance with the provisions of this policy will be charged with professional leave in lieu of personal leave. Professional leave is not accruable or accumulative. It is only activated when and if the member of the certified staff is

authorized to be absent for purposes of attending professional meetings.

C. The person attending a professional workshop shall present a written report to the Board of Education within ten (10) days of said workshop.

D. Professional workshop shall mean a meeting or conference that deals with an educational program and/or issues.

E. Where such leave is granted under the provisions of this Section, a substitute will be provided in accordance with Section 1404 (Substitute Teachers) of this agreement.

907 Jury Duty Leave

907.1 When a jury summons is received, the Superintendent of Schools shall be notified promptly.

907.2 An employee who is absent from duty for jury service or to serve as a witness under subpoena shall be granted leave without loss of pay or other leave for such service. An employee shall not be required to pay the board any fee, expense, or other compensation for service as a juror or witness.

908 Association Leave

908.1 Elected delegate(s) to the OEA Delegate Assemblies shall be granted leave to attend these Assemblies. The leave will not exceed a total of three (3) days for the delegate(s). Teacher(s) will submit anticipated absence requests to the Superintendent as soon as the delegate is selected.

908.2 Release time shall be granted to the following bargaining unit members for the processing of grievances at an arbitration proceeding in accordance with Article 6, Section 6.06 of this Contract:

1. President of the Association
2. Building Representative who has processed the grievance

3. a. Grievant (if individual)
 - b. Grievance Chairperson (if Class Action)
 4. All witnesses required by the Association for the time necessary to provide testimony at such arbitration.
- Whenever possible, partial days of absence shall be used for all participants.

909 Sabbatical Leave

909.1 Teachers who have been employed in the Southington Local School District for at least five (5) consecutive years may apply for leave upon proper application, for not more than one (1) school year for the purpose of professional improvement in accordance with Ohio Revised Code Section 3319.13. The following provisions shall apply with regard to processing requests for Sabbatical Leave.

1. Not more than one (1) teacher may be on leave at any one time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
2. The proposed program for Sabbatical Leave must be approved in advance. Applications, including an outline of the study program for professional improvement must be submitted by June 1 for consideration of leave for the following year or first semester and by January 1 for the second semester. A statement of achievement must be submitted at the conclusion of the leave.
3. Upon evidence that the professional growth plan has been complied with, the teacher shall receive partial compensation in accord with the following restrictions:
 - a. The staff member must be willing to return to the employ of the district for at least one (1) year following the leave; and

b. Compensation shall be the difference between the teacher's salary as scheduled in the district during the year of leave and the amount paid to the substitute inclusive of benefits. Such compensation shall be paid on the 15th day of each month while the teacher is on Sabbatical Leave. Such pay shall not preclude acceptance of fellowships or other sources of supplemental income by the employee on Sabbatical Leave.

c. During the period of the approved leave, the employee will be eligible for Medical/Life Insurance benefits as provided in this Agreement to a full-time teacher. In the event that teacher fails to meet the conditions of the leave, said teacher shall fully reimburse the district for the cost of the insurance provided under this Article.

d. The Board shall agree to make all necessary contributions to the State Teachers Retirement System that are required to grant the teacher on Sabbatical Leave a complete year (one year) of service credit for the year in which the teacher was on leave.

909.2 Upon return from leave, the Board will make every effort to return the teacher to a comparable assignment to that held before going on a Sabbatical Leave. A returning teacher shall be entitled to advancement on the Salary Schedule for the period of leave the same as he/she would have received were he/she occupying his/her regular assignment.

909.3 No teacher shall be granted leave more often than every seven (7) years, and leave will not be granted more than once to the same teacher unless no qualifying teacher is awaiting a Sabbatical Leave.

910 Bereavement Leave

910.1

A bargaining unit member shall receive leave with pay for up to three (3) scheduled work days due to a death in the bargaining unit member's immediate family.

Immediate family shall be interpreted to mean father, mother, sister, brother, spouse, children, step children, step-parent, immediate relative-in-law, grandparents, grandchildren, foster parents, and foster children or person living in the same household and person for whom you have legal custody. One (1) bereavement day may be used for relationships not mentioned above. Bargaining unit member(s) who intend to use Bereavement Leave must notify their immediate supervisor of their intent to use such leave and the number of days of leave they intend to use.

910.2

This leave shall be separate and apart from and shall not be counted as use of Sick leave.

911 Extended Family Illness

911.1

A Leave of Absence without pay up to one (1) year will be granted the teacher for the purpose of caring for a sick member of the teacher's immediate family. Immediate family shall be that defined in the Sick Leave provisions of this Contract. Additional leave may be granted at the discretion of the Board of Education.

912 Maternity/Adoption/Paternity Leave

912.1

Any teacher who is pregnant may elect to use accumulated Sick Leave in her period of disability and/or Maternity Leave without pay. Maternity or Adoption Leave shall be granted at the request of the teacher. The following conditions shall apply:

1. Requests for Maternity or Adoption Leave shall be filed with the Superintendent's office at least eight (8) weeks prior to the beginning of the requested leave.

2. Leave shall extend through remainder of the school contract year in which delivery occurs, or for a shorter period at the request of the teacher, and upon request of teacher, the leave may be extended for an additional school year upon approval by the Board of Education.

3. Requests for reinstatement shall be directed to the Superintendent's office not later than March 1 of the preceding school year. If the notification is not received by March 1, the teacher will be deemed to terminate her employment and waive any rights to reinstatement.

4. The Board will make every effort to return the teacher to a comparable assignment to that held before going on Maternity Leave. A returning teacher shall not be entitled to advancement on the Salary Schedule for the period of the leave, nor shall any Sick Leave accrue during that time.

912.2 Maternity Leave without pay shall be granted at the request of a teacher who has fathered or adopted a child in accordance with the provisions above.

913 Benefits While on Leave

No benefits that incur an expense to the Board of Education will be granted to a teacher while on a Leave of Absence without pay. Provided that the benefit carrier permits, teachers on approved Leave of Absence without pay may elect to continue in Board approved group benefit plans so long as the teacher makes immediate election to pay the cost thereof.

ARTICLE 10

SENIORITY

1000 Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- a. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- b. Seniority shall accrue for all time an employee is on active pay status or is receiving Worker's Compensation benefits, or is on layoff.
- c. Time spent on inactive pay status (unpaid leave) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- d. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by his/her individual employment contract.
- e. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by his/her individual employment contract.
- f. No employee shall accrue more than one (1) year of seniority in any work year.

1001 Seniority Tie Breakers

1001.1 A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

1001.2 Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The employee with the first day worked; then

2. The employee with the earliest date of employment (date of Board meeting at which teacher was hired); then

3. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

1002 Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

1003 Continuing Contract Status

For the purpose of staff reduction only, teachers with Continuing Contract status shall have seniority greater than Limited Contract teachers. Teachers with Continuing Contract shall have their seniority determined in accordance with the procedures stated in this Article.

1004 Posting of Seniority List

1004.1 Procedure

The seniority list shall be posted annually, by October 1 each work year. The Board shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association president on or before the date of posting.

The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license or entry-level requirements, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

ARTICLE 11

EMPLOYMENT PRACTICES/REDUCTION IN FORCE

The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

1004.2 Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board of its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies in seniority and make such adjustments as may be in order, and shall post the updated list within ten (10) days after Board action. No protest shall be considered after thirty (30) days of the posting of the seniority list. The list shall be considered as final until the next posting.

1100 Individual Teaching Contracts

A contract or salary notice shall be issued to each member no later than June 30th of each work year for the following work year. The contract or salary notice shall contain at least the following information:

- a. Names of the parties
- b. Term of contract, type (limited or Continuing); or annual salary
- c. School year
- d. Salary
- e. Number of pay periods and date of first pay
- f. The Statement: "The Master Contract negotiated between the Association and the Board is herein incorporated by reference. Any argument or dispute will be settled by the provisions established in the Master Contract or by provisions provided by law."
- g. The teacher must notify the Superintendent and Building Principal in writing on or before September 15 of the school year in which he/she is eligible for a continuing contract.

1101 Supplemental Contracts

1101.1 Staff members shall be awarded Supplemental Contracts for extra-duty assignments as provided for in Ohio Revised Code, and the contract(s) shall contain the following information:

- a. Names of the parties
- b. Term of contract, type of contract
- c. School year/season
- d. Specified assignment
- e. Salary
- f. Payment schedule

1101.2 No teacher shall be required to accept a Supplemental Contract as a condition of employment or re-employment.

- 1101.3 No teacher shall perform the duties normally associated with the Supplemental Contracts listed within this Master Contract without receiving the pay for such duties.

1102 Staff Reduction

Whenever it becomes necessary to reduce the number of bargaining unit members because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence or suspension of schools, or financial reasons, the Board may do so by the suspension of bargaining unit employees contract using the following procedures.

Section 1. Determination

- a. If a reduction in force becomes necessary, seniority, as determined by the provisions of Article 10, and areas of certification shall be the exclusive criteria in determining suspension of contracts in all cases.
- b. For the purposes of reduction in force, any and all certificated teachers who are certified in more than one area of certification shall be placed on each and every seniority list for which they have proper certification. The exclusive criteria for a reduction in force shall be seniority and certification.

c. Availability of Lists

At least fifteen (15) calendar days before the Board action to reduce the number of teachers, the President of the Association shall receive in writing a tentative list of positions in each teaching field affected by the reduction in teachers. The President of the Association will verify the original or revised list prepared by the Superintendent. In addition, as of October 1st of each school year, the Seniority Lists for all teachers as defined in Article 10, Section 1004.1 shall be available for review by the Association.

d. Notification of Teachers

Any teacher whose contract is to be suspended as the result of a reduction in teachers shall be notified in writing of

his/her intended suspension at least fifteen (15) calendar days prior to the date of the intended suspension.

Section 2. Suspension of Contract/Reduction in Force

- a. Teachers holding Limited Contracts shall be reduced in accordance with their seniority and area of certification.
- b. Continuing teacher contracts shall be suspended only after all Limited Contract teachers in the area of certification; the least senior teacher in the teaching field will be reduced first.
- c. Teachers holding Continuing Contracts shall be placed in a teaching assignment outside their teaching fields for which they have certification and greater seniority. Limited Contract teachers who are certificated in more than one (1) teaching field will be placed in a teaching assignment outside their teaching field for which they have certification and greater seniority.

Section 3. Recall

- a. Teachers whose continuing contracts or limited contracts are suspended shall immediately be placed upon a RIF list. Teachers on the recall list shall be offered re-employment to positions for which they are certified in the order of seniority at the time their contract was suspended. A teacher who is recalled after having their contract suspended pursuant to the RIF procedure, shall have seniority restored for the period during which they are on the recall list. No new teachers shall be employed by the Board while there are teachers on the recall list who are certified for any opening of a teaching position.
- b. Notice of recall shall be given by telephone, and registered mail to the last telephone number or last address given by the teacher to the Board. It shall be the responsibility of the teacher to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.
- c. Teachers notified on or before April 30 that their limited contracts are being suspended or that their continuing contracts are being suspended for the next school year, shall be offered re-employment based upon seniority should openings occur for which they have the necessary

certification during the period that they are on the recall list.

Limited contract teachers placed on the recall list and not recalled shall remain on the recall list for 48 months beginning September 1, or any additional fraction of a month thereof up to and including the first day of the fifth school year following notification of RIF. Teachers who are offered but who decline re-employment for such an opening need not be offered re-employment again in openings which may occur after the teacher's declination of re-employment.

Teachers not offered re-employment during the period for which they remain on the recall list as defined in this Section must make application for employment in accordance with established procedures if they desire to be considered for employment any time after which their name is removed from the recall list. Such teacher shall be hired as a new employee due to a break in continuous service and shall be granted seniority as a new employee. The rights herein granted to a teacher with a suspended limited contract shall be forfeited by the teacher should he/she:

1. Waive his/her recall rights in writing;
2. Resign;
3. Fail to accept recall as provided for herein; or
4. Fail to report to work in a position that he/she has accepted within five (5) school days after receipt of the notice of recall, unless such recalled teacher is prohibited from doing so because of physical illness or injuries.

Section 4. Merger, Consolidation or Assignment

The Southington Education Association and the Southington Board of Education agree if a merger, consolidation, or assignment occurs between Southington Local Schools and any other district, current certificated bargaining unit members will not be non-renewed, discharged, rifed, and/or terminated without just cause, because of such a merger, consolidation, assignment or combining of schools.

Section 5. Involuntary Transfers Resulting From Staff Reductions

Any teacher forced to move from building to building or from one teaching field to another as a result of the application of these procedures, may request, in writing, reassignment to the previous building or teaching field if a vacancy is known for the following school year. The request shall be filed with the Superintendent on or before June 15.

Section 6. Contract Pre-eminence

The foregoing Sections relative to Staff Reduction expressly supercede any and all provisions of the Ohio Revised Code related to this process including, but not limited to, O.R.C. 3319.17 and 3319.18, to the extent permitted by the statute, and constitute a waiver of any and all statutory/regulatory rights or procedures not embodied herein, again to the extent permitted by the statute.

ARTICLE 12

EVALUATION

1200 Purpose

- 1200.1 To assess an employee's work performance.
- 1200.2 To help the employee to achieve greater effectiveness in performance of the work assignment.

1200.3 To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

1200.4 To recognize superior teaching performance.

1201 Procedures

1201.1 Evaluator

Evaluation of an employee shall be conducted by the employee's immediate supervisor. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) or ORC Section 3319.22.

1201.2 Orientation

Not later than September 15 each year, or in the case of a new employee within 30 days of the first day worked, each employee shall be notified in writing of the name and position of the evaluating supervisor.

An employee newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment.

1201.3 Criteria for Evaluation

1. An employee shall be evaluated on criteria set forth in the Evaluation Instrument to be developed jointly by the parties to this contract and incorporated thereafter in an Appendix to this contract.
2. No employee shall be evaluated on his or her work performance except after observations of the work performance of the employee.
3. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

4. No misleading, inaccurate, or undocumented information may become part of an employee's performance evaluation report.

1202 Definitions of Evaluations

1202.1

Formal Evaluation is a process of conferences and observations which culminates in the written evaluation which is filed with the principal, teacher, and Superintendent.

1202.2

Informal Evaluation is a process of conferences and observations initiated by either teacher or administrator not culminating in a written evaluation file with the principal and Superintendent unless requested by the teacher.

1203 Observations

1203.1 Schedule of Observations

1. First and second year teachers (to the Southington School System)
Two observations before the end of the first semester - the first observation shall be during the first grading period and the second observation by the end of the first semester. Evaluator prepares written observation report for each observation. The first evaluation instrument should be completed by the end of the first semester.
2. Two more observations before April 1 -- make written observation reports and complete evaluation instrument by April 10.
3. Third year or more teachers
Two scheduled observations during the course of the school year -- it is recommended that one take place during the first semester and the second prior to April 1 -- make written observation reports and complete evaluation instrument by April 10.

Bargaining unit members with three (3) or more years in the Southington System shall be evaluated once every other year. Any certificated employee evaluated on a yearly basis shall be given specific written reasons. Any certificated employee may request, in writing, to be evaluated on a yearly basis.

3. All teachers shall be formally evaluated no more than twice annually.

4. A minimum of two (2) formal observations shall be conducted to support each formal evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If after the second formal observation an employee's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

1203.2 Observation Conferences

1. All formal observations shall be preceded by a conference between the evaluator and the employee within seven (7) days following the formal evaluation for the employee to explain plans and objectives for the work situation to be observed.

2. A post-observation conference shall be held after each formal observation during which performance deficiencies are observed.

3. An employee may request a formal observation at any time in addition to those required by this procedure.

1204 Identification of Deficiencies

1204.1 Deficiencies Identified Through Formal Observations

Observations resulting in identification of performance deficiencies shall be followed within seven (7) work days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.

The supervisor involved in the particular area of the employee's work shall assist the employee in correcting deficiencies. The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the area of performance deficiency.

1204.2 Other Deficiencies

Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three (3) work days after the deficient performance occurs but not later than the date of the employee's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

1205 Finalization of Evaluation

1205.1 Written Evaluation

No later than ten (10) days before the formal written evaluation report is finalized, a copy of the formal written evaluation report for the employee's formal evaluation shall be given to the teacher and a conference shall be held between the teacher and the evaluator. The teacher may respond in writing to the content of the report as part of the formal observation.

1205.2 Completion of Evaluation Process

The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be completed, signed by both parties, and sent to the Superintendent in accordance with the provisions of Section 12.04 of this Article.

1205.3 Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

1205.4 Personnel Action Requirements

If the evaluator or the Superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse

personnel action, the employee shall be given the reasons in writing at least seven (7) days prior to any official employer action.

An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

1206 Due Process

Any violation of procedural due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

1207 Review

Annually, a review of the procedure(s) and instruments(s) shall be conducted. This review shall include up to three representatives of the Association, to be appointed by the SEA President, who will meet with the administration. Any recommended changes will be implemented only after agreement of SEA and the administration.

1208 Contract Pre-eminence

The foregoing Sections relative to EVALUATION expressly supercede any and all provisions of the Ohio Revised Code related to this process, including, but not limited to, O.R.C. 3319.111, and constitute a waiver of any and all statutory/regulatory rights or procedures not embodied herein.

ARTICLE 13

VACANCY, TRANSFER, PROMOTION, AND ASSIGNMENT

1300 Vacancy

A. A vacancy is defined as any open position (administrative, instructional, and/or supplemental) which may be filled by a certificated staff member of the bargaining unit. No vacancy shall be permanently filled by a person outside the professional staff when application to fill the vacant position from within the existing bargaining unit is made.

B. No later than May 1, the Superintendent, or his designee, shall post on all staff bulletin boards, a list of known or anticipated vacancies for the next school year.

1301 Transfer

A transfer shall be defined as any inter-building or intra-building change which results in re-assignment or modification of a teacher's presently assigned duties.

1302 Posting of Vacancy

1302.1 Upon occurrence of a job vacancy, a notice of such position along with its requirements will be posted in each building. During vacation periods, such notice shall be accomplished by insertion in the pay envelopes.

The notice shall clearly set forth the following:

1. Description of job
2. Qualifications for job
3. Job duties
4. Salary (hourly, per diem, etc.)
5. Application procedures.

1302.2. In order to provide teachers with an opportunity to apply for full-time vacancies to be filled the following school year, members of the existing certificated staff shall have ten (10) working days from the date of notice to apply for vacancies occurring during the regular school year and three (3) weeks to apply for vacancies

occurring in the summer unless circumstances existing at the time of the occurrence of the vacancy makes it essential to fill the vacancy prior to the lapse of the time specified herein.

1303 Voluntary Transfer

1303.1 Teachers who desire a transfer and principals who request that a teacher be transferred shall file a written request with the Superintendent or his designee no later than May 15.

1303.2 Teachers requesting a change of assignment, within their present building, shall consult with the building Principal no later than May 1.

1303.3 When vacancies exist within the school district, teachers who have requested a change of assignment shall be considered first and shall be interviewed. However, all members of the bargaining unit have the right to apply and shall be interviewed.

1303.4 Teachers possessing the proper certification and having the greatest seniority shall be awarded the position in the following order:

1. Those requesting change
2. All others who have applied

1304 Involuntary Transfer

1304.1 When a reduction in the number of teachers in a school is necessary, or when the involuntary transfers between schools are necessary, or when involuntary transfers related to grade level assignments and/or subject assignments within a building are necessary, all volunteers shall be first considered for transfer consistent with their areas of certification.

1304.2 Thereafter, involuntary transfers will be made on the same basis of certification in the area and the lowest number of years of service in the school system, those lowest in service being transferred first. All such transfers shall be consistent with the areas of certification of the affected teacher.

1304.3 Subject to the approval of the Superintendent, the bargaining unit member being transferred may be granted one (1) workday off to effect such transfer if such transfer is after the beginning of the school year and to a different building and/or classroom.

1304.4 A list of open positions in the district will be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

1304.5 No teacher will be transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.

1304.6 A teacher being transferred or reassigned will be placed only in an equivalent position involving no reduction in rank, total compensation and no impairment of tenure.

1305 Promotion

1305.1 Every effort will be made to promote current members of the bargaining unit to supervisory and/or administrative positions for which they are certificated.

1305.2 Teachers regularly employed as part-time teachers shall be offered the opportunity to fill full-time vacancies (or vacancies offering work which provides greater time than their existing positions) whenever possible.

1306 Assignment

1306.1 All members of the bargaining unit shall be afforded the opportunity to consult with the Superintendent with regard to assignment preference for the forthcoming school year.

1306.2 All teachers shall be given written notice of their tentative instructional assignment for the forthcoming school year not later than the preceding 30th day of June. No change in such assignments (building/subject/grade) shall be made unless necessary and until the teacher involved is consulted and given the reason(s) in writing for such change. If after July

10th the change in such assignment is necessary and is established without the consent of the teacher, that teacher shall have the right to resign the contract of employment without punitive action being taken by the Board.

1306.3 The authority to assign and transfer employees shall be vested solely with the Superintendent.

ARTICLE 14

CALENDAR/SCHOOL YEAR SCHOOL DAY
AND WORKING CONDITIONS

1400 School Year

1400.1 The school calendar shall be adopted annually by the Board of Education, and shall designate:

1. Work days with students.
2. Work days without students.

1400.2 Calendar

The Superintendent, prior to final recommendations for adoption of the school calendar, agrees to discuss the calendar with a committee of no more than four members of the SEA, including the President. Such discussions and consideration of SEA advice shall be submitted to the Board prior to ratification of the calendar.

The Board shall have the final authority to adopt the calendar for the ensuing school year. The school calendar may be subject to revision as needed as determined by the Board. All calamity days shall be made up in accordance with state law.

1400.3 The school calendar shall not include more than the following:

1. Actual days in session: one hundred eighty (180) days [includes two (2) days or four (4) half days for Parent-Teacher Conferences];
2. Opening staff meetings: one (1) day;
3. Teacher meeting days: two (2) days
4. Teachers shall have a preparation minimum of three minutes between every class or subject area.
5. Teachers shall have ten (10) consecutive minutes each day for instructional duties at the beginning of each day, starting the 2003-2004 school year.
6. Teachers shall have a minimum of three (3) working days to complete grades after the close of the first three grading periods.
7. A one-hour early release day shall be granted in the fourth period for the purpose of entering grades.

1400.4 For the purposes agreed upon in this Master Contract, the per diem rate shall be determined by dividing the bargaining unit member's salary on the Indexed Salary Schedule by one hundred eighty-three (183).

1401 School Day

1401.1 Teachers who do not have post-school duties shall not remain more than five (5) minutes after the student instructional day. Pre and/or post-school duties shall be assigned on a rotating basis.

1. The length of a work day shall not exceed seven hours ten minutes (7:10).
2. The work day shall include pre-school and/or post-school duties.
3. The work day shall also include a thirty (30) minute, duty-free, uninterrupted lunch period.

1401.2 It is agreed that a bargaining unit member's teaching schedule and salary schedule anticipates that teachers

will attend faculty meetings before or after the instructional day.

1. Bargaining unit members shall be given at least five (5) days notice of faculty meetings planned in advance.
2. No bargaining unit member shall be required to attend more than two (2) faculty meetings per year.
3. Faculty meetings shall not exceed forty-five (45) minutes in length.

1401.3 Teachers are required to attend one open house not to exceed sixty (60) minutes in length, unless absence is approved by the Superintendent. Open house shall be scheduled in the official school calendar.

1402 Class Size

1402.1 The determination of class size by the Board should be consistent with a review of changes in teaching concepts, population shifts, financial resources, pupil needs, and other such relevant factors. The Board of Education and the teaching staff recognize smaller class sizes increase student learning.

1402.2 The Board of Education indicates its commitment to provide such staffing as is appropriate to the methods of instruction, modes of learning, available facilities and finances, and consistent with the factors set forth in the above paragraph. The Board will strive to maintain class size as follows:

- K-5..... 25 students
- 6-12..... 28 students

1403 Teacher Materials and Supplies/(Aides)

1403.1 Annually, prior to the appropriation of funds for instructional materials, each Building Principal shall have an opportunity to request funds for classroom materials:

1. Request input, information, and requests from the building staff as to the expenditure of such funds; all staff members shall have an opportunity to request funds for classroom materials.
2. Administration reserves the right to make final decisions regarding requested materials.

1404 Substitute Teachers

1404.1 The Board of Education shall provide a substitute teacher for the classes of a teacher out of school for a whole school day when a substitute is available.

1404.2 Any bargaining unit member who assumes the duties of a teacher out of school for a whole school day when a substitute is not available shall be compensated at the bargaining unit member's regular rate of pay for the teaching day with the addition of twenty-seven dollars and fifty cents (\$27.50) for each period assumed due to the lack of a substitute.

1405 Extended Service

Any member of the bargaining unit working beyond normally scheduled school year shall be paid at his/her regular per diem rate for each day of extended service. The per diem rate shall be determined by dividing the teacher's salary on the Salary Schedule by one hundred eighty-three (183).

1406 Preparation Time

Each teacher shall have at least one (1) preparation period per day. Time of lesser duration before or after normal student day shall not be considered in computing total preparation time. Elementary classroom teachers will have their preparation time during the period when Specialists are responsible for the classes.

Preparation period shall be at least forty (40) consecutive minutes in length; a minimum of two hundred (200) minutes per week for each teacher.

1407 Supplemental Duties

1407.1 All duties which involve members of the bargaining unit who receive "extra-duty" pay, whether it is seasonal, per diem, or hourly shall be listed in the Appendix of this Contract and the rates shall be negotiated by the Board of Education and the Association.

1407.2 The Association and the Board of Education encourage teachers to attend, participate and serve as Coaches and Advisors. However, the acceptance or rejection of extra-curricular duties shall not be a consideration in the assignment, reassignment, transfer, evaluation, promotion, hiring, or retention of teaching personnel.

1407.3 Job descriptions shall be developed for supplemental duty positions. Said job descriptions shall set forth fully and explicitly the duties to be performed.

1407.4 In the event that existing positions are altered, the changes in compensation shall be commensurate with the changes in duties. If a new position is created, the Superintendent will forward to the President of the Association a job description and the proposed compensation. Should the Superintendent and the Association be unable to agree on the amount of proposed compensation, the matter shall be considered at Level Five of the Grievance Procedure. These procedures shall be expedited by all parties and the activity may be commenced, and the outcome of any arbitration award will be made effective as of the first day of the activity.

ARTICLE 15

INSURANCE

1500 General

The costs of PPO insurance for bargaining unit members hired on or before 7/01/2002 shall be paid in full by the Board. Any employee desiring to take other major medical and hospitalization/surgical/insurance other than PPO under the "One Plan Design" will pay anything above the cost of the PPO plan. This will be deducted on a monthly basis.

For bargaining unit members hired after 7/01/2002, the Board shall pay 90% of the premium costs of any selected insurance benefits and the employee shall pay 10% of the premium costs. This provision shall end, however, on July 1, 2008 whereupon the following provision shall be in effect.

1501 Major Medical and Hospitalization/Surgical Insurance

1501.1 Bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage, including prescription drug coverage, will choose from the PPO plans offered by Consortium. Such bargaining unit members choosing PPO-1 will contribute five (5%) percent of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1, the employee shall pay five (5%) percent of the monthly premium cost by payroll deduction.

1501.2 Bargaining unit members hired after July 1, 2008, desiring health insurance coverage, including prescription drug coverage, may choose either PPO-2 or PPO-3 offered by the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open

enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.

A. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of \$2,500.00 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. All administrative costs of the Section 125 Plan shall be paid by the Board. Election for this plan can be made only once per year in accord with the schedule in the Treasurer's office.

B. Eligible bargaining unit member selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the consortium.

C. Prescription drug coverage is included with each of the PPO coverages and may not be utilized separate from the PPO nor may the PPO coverage be utilized without the accompanying drug coverage of the specified plan.

D. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than \$100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

E. Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district (or with Southington) shall either each obtain a single coverage policy from the employer of the employee with the earliest birth date in the year employed (i.e., the birthday rule). Neither spouse is eligible to participate in the "opt-out" provision listed below if both are covered by insurance through the Consortium.

F. Eligible bargaining unit members who chose to forego their right to coverage shall receive an "opt-out" benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible semi annually, or monthly if annuitized in each year the coverage is declined. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the "opt-out".

G. An eligible bargaining unit member who has declined the available coverages under this contract who suffers a "catastrophic change" (e.g. divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPO's for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any "opt-out" payments shall be reduced proportionately to the time that coverage is thereafter extended, and if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.

H. If the Consortium adopts health, risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing assessment questionnaires and/or participate in routine testing. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

1. All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

1502 Dental Insurance

The Board will provide single/family dental insurance for each employee electing such coverage. The premium cost of such coverage under a plan selected by the Board will be paid by the Board for employees hired prior to 7/1/2002. Those employees hired after 7/01/2002 will pay ten percent (10%) of the cost of dental insurance with the Board paying ninety percent (90%).

1503 Prescription Insurance

Eligible SEA employees shall be provided prescription insurance in accord with the applicable "One Plan Design" plan.

1504 Life Insurance

The Board will provide group term life for each employee in the amount of Fifty Thousand Dollars (\$50,000). The premium cost will be paid by the Board.

1505 Vision

The Board will provide single/family vision insurance for each employee electing such coverage. The premium cost of such coverage under a plan selected by the Board will be paid by the Board for employees hired prior to 7/01/2002. Those employees hired after 7/01/2002 will pay ten percent (10%) of the cost of vision insurance with the Board paying ninety percent (90%).

This coverage will include:

- an annual examination
- annual lenses
- frames every 24 (twenty-four) months.

Annual Exam	\$65
Frames (every 24 months)	\$75
Lenses	
Single Vision	\$45 per lense
Bifocal	\$55 per lense

Trifocal \$75 per lense
 Lenticular \$85 per lense
 *Contact Lenses \$175

*Medically necessary

1506 Insurance Description Booklets

The Board shall provide to each employee one (1) copy of the insurance description booklet(s) as they are made available to the Board by the insurance company(s). When coverage is changed to another company in the middle of the contract, a new booklet will be provided to each member within a reasonable amount of time.

1507 Level of Coverage and Services

1507.1 During the life of this agreement, if the plans currently in force are modified due to the Board's selection of a different insurance carrier, the levels of coverage and services provided shall not be less than those in effect at the initiation of this agreement. Level of coverage is in accordance with the Trumbull County Insurance Consortium Plan and Board Policy 7.10.

1507.2 The President of the Association shall be provided with a copy of each of the insurance contracts affecting bargaining unit members between the Board and any insurance provider by September 1, 2002. Any time that one of these insurance contracts affecting bargaining unit members is renewed or changed, the Association President will receive a copy of that contract within 30 days of the Board's acceptance of the contract.

1507.3 Pursuant to COBRA guidelines, any bargaining unit member on an approved unpaid leave or on the recall list due to a reduction in force may keep any or all of the group insurance benefits provided bargaining unit members in effect by submitting payment for those applicable premiums to the Treasurer of the Board by the first of the month that the benefits are wanted. The amount of the payment shall be no more than the premium paid by the Board for the same benefit coverage.

1508 Medical Benefits Stipend

The Board will provide a one (1) time only medical benefits stipend to employees taking health insurance by the second pay in October of 2008 for members paying 5% of the annual plan, \$600 for those employees who have family coverage and \$200 for those employees with single coverage.

The Board and the Association will appoint a committee for discussion concerning health care options in January 2008.

Should any improvements to coverage take place to the Trumbull County Schools Insurance Consortium's new health care plans the bargaining unit will receive those improvements.

ARTICLE 16

PAY PRACTICES

1600 Salary Placement and Adjustment

1600.1 Teachers shall be properly placed on the Salary Schedule (including longevity increments) according to years of credit as defined by Section 3317.13 of the Ohio Revised Code, which provides in part as follows:

1. All years of teaching service in the school district regardless of training level, each year consisting of at least one hundred twenty (120) days under a teacher's contract;
2. All years of teaching service, up to five (5) years in a chartered, non-public school located in Ohio as a teacher or another public school, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a teacher's contract;
3. All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years.

1600.2 Each certified employee must apply for reclassification, and must have on file with the Superintendent an

official transcript reflecting additional training, on or before September 20 of the year in which reclassification credit on the Salary Schedule is sought. Where for reasons beyond control of the employee, the official transcript is not available, supporting verification from the university granting additional training must be on file on or before September 20. However, no credit will be given on the Salary Schedule until the official transcript is on file which, in any event, must be no later than February 15. Thereafter, credit shall be given where possible to reflect training secured prior to the start of the school year. Credits earned after the beginning of the school year, prior to January 20, shall be recognized on a pro-rated basis beginning February 15, provided an official transcript supporting such credits is on file by that date.

1600.3

Tuition Reimbursement

A. A bargaining unit member who enrolls in a course for college credit shall receive tuition reimbursement from the Board upon successful completion of such work. The Board will pay up to \$75.00 per quarter hour and \$112.50 per semester hour with a maximum of \$5,000.00 per year for all staff. The bargaining unit member must obtain the approval of the Southington L.P.D.C. for the course(s) taken if the course is outside of the teacher's current area(s) of certification.

In the event that the number of teachers who have applied and have successfully completed their course(s) and the amount of money due and owing exceeds the maximum of the \$5,000.00 allocated for all staff per year, then the Treasurer shall compute a pro-rata distribution after all teacher's hours from the prior twelve (12) MONTHS HAVE BEEN VERIFIED. An Association representative appointed by the SEA President shall review the distribution prior to any remuneration being made.

B. A bargaining unit member who enrolls in a course for college credit shall receive tuition reimbursement from the Board upon successful completion of such work. The bargaining unit

member must obtain the approval of the Southington L.P.D.C. for the course(s) taken if the course is outside of the teacher's current area(s) of certification.

In the event that the number of teachers who have applied and have successfully completed their course(s) and the amount of money due and owing exceeds the maximum of the \$5,000.00 allocated for all staff per year, then the Treasurer shall compute a pro-rata distribution within the limits set forth in Section 1600.3 A of the Agreement after all teacher's hours from the prior twelve (12) MONTHS HAVE BEEN VERIFIED. An Association representative appointed by the SEA President shall review the distribution prior to any remuneration being made.

All tuition reimbursement for course work taken between July 1 and June 30 shall be paid to the employee on or before October 1. All transcripts and proof of payment (receipt or cancelled check) must be submitted by August 15.

1601 Pay Dates

1601.1 All certificated employees shall be paid in twenty-six (26) equal payments beginning with the first Friday following six (6) days of school including preschool meetings.

1601.2 Distribution of paychecks shall be every other Friday. If it becomes necessary during the term of this contract, the union agrees to meet with the Treasurer to adjust dates as necessary depending upon school calendar adoptions by the Board. If payday falls on a legal holiday or on a day when school is not in session, paychecks will be distributed one day prior to the scheduled payday. However, if a scheduled payday falls within one (1) day of the last school day prior to the Christmas or Spring break, that paycheck shall be distributed on the last school day prior to the break.

1601.3 Direct Deposit

Optional Direct Deposit of the employee's pay check will be made available to the bank of the employee's choice. This provision shall become effective within two (2) months of the district Treasurer receiving authorization from at least fifty percent (50%) of the bargaining unit.

1602 Severance Pay

1602.1 Upon retirement, as hereinafter defined, following ten

(10) years of service in district or upon separation of service with the Board as a direct result of a reduction in force, following ten (10) years of service in the district, a teacher shall be entitled to be paid a sum equal to one-fourth (1/4) of his/her total accumulated and unused Sick Leave days at the time of his/her retirement. Such payment shall be based upon the employee's per diem rate of pay at the time of retirement as defined in Article 14, Section 14.01 D, exclusive of supplemental pay.

1602.2 "Retirement" shall be defined to mean eligibility for and application to the State Teachers Retirement System (STRS) for retirement benefits.

1602.3 Severance pay benefits for a member of the bargaining unit eligible for benefits under this Section who dies while on active service or on an approved Leave of Absence, shall be paid to the member's Life Insurance beneficiary.

1602.4 The retiring employee shall receive his/her severance pay and retirement bonus (if eligible) in two (2) separate, equal payments. The first payment shall be made on or before August 15th following retirement. The second payment shall be made on or before August 15th of the following year.

1602.5 No STRS deductions shall be withheld from the Severance Pay; and the acceptance of Severance Pay shall eliminate all Sick Leave credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.

1603 Mileage Reimbursement

Mileage reimbursement will be paid to staff members to transport students, for approved Board of Education business including approved attendance at professional meetings, and for travel required to purchase necessary classroom supplies not available from regular Board supply sources. Such reimbursement will be at \$.35 per mile.

1604 Spot Substitution

When a regular teacher is requested to teach or supervise a classroom (including study hall) during his/her preparation time, the teacher will be paid at the rate of twenty-seven dollars and fifty cents (\$27.50) per class period. Spot substitutions for less than a class period will be pro-rated to the nearest one-tenth (1/10) hour.

1605 STRS Pick-Up (Salary Reduction Method)

The State Teachers Retirement System pick-up method will continue to be used for the term of this contract for each employee's contribution.

1606 Tax Sheltered Accounts

The employer will appoint a joint committee to explore adopting a 403 (b) and or a 457 (b) accounts for members of the bargaining unit for severance purposes.

SOUTHINGTON INDEXED SALARY SCHEDULE

ARTICLE 17

SALARY SCHEDULES

1700 Indexed Salary Schedule

Effective with the 2007-2008 school year and through the 2009-2010 school year, the Board will pay bargaining unit employees in accordance with their training and teaching experience at rates specified in the current indexed salary schedule (as amended below) with base salaries as follows:

Effective Date	Base Salary
2007-2008 school year	2.0% increase = \$27,904
2008-2009 school year	2.0% increase = \$28,462
2009-2010 school year	3.0% increase = \$29,316

1701 Longevity Step

Step twenty-nine (29) shall be calculated by the following increment:

BA = 1.80, BA +15 = 1.85, MA = 2.044, MA +15 = 2.094

YEARS	BACH.	2007-2008 BA+15	MA	MA+15
0	27,904	29,299	31,029	32,424
1	29,299	30,694	32,592	33,987
2	30,694	32,090	34,154	35,550
3	32,090	33,485	35,717	37,112
4	33,485	34,880	37,280	38,675
5	34,880	36,275	38,842	40,238
6	36,275	37,670	40,405	41,800
7	37,670	39,066	41,968	43,363
8	39,066	40,461	43,530	44,925
9	40,461	41,856	45,093	46,488
10	41,856	43,251	46,653	48,079
11	43,251	44,646	48,246	49,641
12	44,646	46,042	50,004	51,399
13	46,042	47,437	51,762	53,157
14	47,437	48,832	53,520	54,915
20	48,832	50,227	55,278	56,673
29	50,227	51,622	57,036	58,431

SOUTHINGTON INDEXED SALARY SCHEDULE

2008-2009

YEARS	BACH.	BA+15	MA	MA+15
0	28,462	29,885	31,650	33,073
	1.00	1.05	1.112	1.1620
1	29,885	31,308	33,244	34,667
	1.05	1.10	1.168	1.2180
2	31,308	32,731	34,837	36,261
	1.10	1.15	1.224	1.2740
3	32,731	34,154	36,431	37,854
	1.15	1.20	1.280	1.3300
4	34,154	35,578	38,025	39,448
	1.20	1.25	1.336	1.3860
5	35,578	37,001	39,619	41,042
	1.25	1.30	1.392	1.4420
6	37,001	38,424	41,213	42,636
	1.30	1.35	1.448	1.4980
7	38,424	39,847	42,807	44,230
	1.35	1.40	1.504	1.5540
8	39,847	41,270	44,401	45,824
	1.40	1.45	1.560	1.6100
9	41,270	42,693	45,995	47,418
	1.45	1.50	1.616	1.6660
10	42,693	44,116	47,617	49,040
	1.50	1.55	1.673	1.7230
11	44,116	45,539	49,211	50,634
	1.55	1.60	1.729	1.7790
12	45,539	46,962	51,004	52,427
	1.60	1.65	1.792	1.8420
13	46,962	48,385	52,797	54,220
	1.65	1.70	1.855	1.9050
14	48,385	49,809	54,590	56,013
	1.70	1.75	1.918	1.9680
20	49,809	51,232	56,383	57,806
	1.75	1.80	1.9810	2.0310
29	51,232	52,655	58,176	59,599
	1.80	1.85	2.044	2.094

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SOUTHINGTON INDEXED SALARY SCHEDULE

2009-2010

YEARS	BACH.	BA+15	MA	MA+15
0	29,315	30,782	32,599	34,065
	1.00	1.05	1.112	1.1620
1	30,782	32,248	34,241	35,707
	1.05	1.10	1.168	1.2180
2	32,248	33,713	35,883	37,349
	1.10	1.15	1.224	1.2740
3	33,713	35,179	37,524	38,990
	1.15	1.20	1.280	1.3300
4	35,179	36,645	39,166	40,632
	1.20	1.25	1.336	1.3860
5	36,645	38,111	40,808	42,274
	1.25	1.30	1.392	1.4420
6	38,111	39,577	42,450	43,915
	1.30	1.35	1.448	1.4980
7	39,577	41,042	44,091	45,557
	1.35	1.40	1.504	1.5540
8	41,042	42,508	45,733	47,199
	1.40	1.45	1.560	1.6100
9	42,508	43,974	47,375	48,840
	1.45	1.50	1.616	1.6660
10	43,974	45,440	49,046	50,511
	1.50	1.55	1.673	1.7230
11	45,440	46,906	50,687	52,153
	1.55	1.60	1.729	1.7790
12	46,906	48,371	52,534	54,000
	1.60	1.65	1.792	1.8420
13	48,371	49,837	54,381	55,847
	1.65	1.70	1.855	1.9050
14	49,837	51,303	56,228	57,694
	1.70	1.75	1.918	1.9680
20	51,303	52,769	58,075	59,541
	1.75	1.80	1.9810	2.0310
29	52,769	54,235	59,922	61,388
	1.80	1.85	2.044	2.094

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1702 Supplemental Salary Schedule

Effective August 30, 2007 and continuing through August 30, 2010 the Board will pay bargaining unit employees who perform supplemental duties listed on, but not limited to, the current supplemental salary schedule with rates to be determined as follows:

Supplemental Salary Placement

All supplemental contracts must be placed on the negotiated salary schedule. Should the Board create a new duty assignment for which a supplemental contract is required, the parties will meet to negotiate an appropriate pay differential for the supplemental contract. Absent agreement, the supplemental contract will not be added.

2007-2010 SUPPLEMENTAL SALARY SCHEDULE

SUPPLEMENTALS	STEP 1	STEP 2	STEP 3
	0-4 Years	5-8 Years	9+ Years
Athletic Director	14%	15%	16%
Asst. Athletic Director	7%	8%	9%
Head Football	13%	14%	15%
Assistant Football	8%	9%	10%
Head Volleyball	13%	14%	15%
Assistant Volleyball	8%	9%	10%
Head Boys' Basketball	13%	14%	15%
Assistant Boys' Basketball	8%	9%	10%
Head Girls Basketball	13%	14%	15%
Assistant Girls Basketball	8%	9%	10%
Head Baseball	7%	8%	9%
Assistant Baseball	5%	6%	7%
Head Softball	7%	8%	9%
Assistant Softball	5%	6%	7%
Golf	6%	7%	8%
Boys' Elementary Basketball	4%	5%	6%
Girls Elementary Basketball	4%	5%	6%
Head Cheerleading	6%	7%	8%
Assistant Cheerleading	4%	5%	6%
Marching Band	8%	9%	10%

SUPPLEMENTALS	STEP 1	STEP 2	STEP 3
	0-4 Years	5-8 Years	9+ Years
Assistant Band Director	6%	7%	8%
Yearbook	5%	6%	7%
Class Advisor	5%	6%	7%
Class Advisor	5%	6%	7%
Class Advisor	5%	6%	7%
Class Advisor	5%	6%	7%
Conditioning	2%	3%	4%
Elementary Program	1%	2%	3%
Drama	2%	3%	4%
Academic Advisor	13%	14%	15%
Boys Track	6%	7%	8%
Girls Track	6%	7%	8%
Assistant Track	5%	6%	7%
Cross Country	6%	7%	8%
Majorette Advisor	3%	4%	5%
Elementary Yearbook	2%	3%	4%

1703 Leave Request Form

The Leave Request Form, included in this Article, shall be the only form necessary for a bargaining unit employee who requests any leave agreed upon by the parties to this contract.

LOCAL SCHOOL DISTRICT
LEAVE REQUEST FORM

Certified
 Non-certified

Employee _____ Job Assignment _____

Date(s) of leave requested: _____

Type of leave requested: _____

Current Position: _____

Date _____

Employee's Signature _____
Supervisor's Signature _____

Substitute required: _____

Yes
 No

Type of leave: _____

Approved
 Disapproved

Date _____

Superintendent's Signature _____

For personal leave, "personal business" is the only explanation required.

Three days of advance written notification on this form shall be given by the employee unless the reason is of an emergency nature.

*

Missstatements on the Leave Request Form is grounds for disciplinary action.

Write: Employee _____ Pink: Admn. Office
Supervisor _____ Yellow: Treasurer

Revised 9/90

ARTICLE 18

EFFECTS, DISTRIBUTION

1800 Effects, Distribution

1800.1 Effect

This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a term of this contract shall be made during the life of this contract except by mutual agreement.

1800.2 Severability

If any provision of this contract or any application of this contract to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1800.3 Distribution

Within thirty (30) days after this contract is signed, seventy-five (75) copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the Association shall distribute one (1) copy to each teacher. Additional copies may be ordered at the expense of the party requesting the same.

1800.4 Equal Opportunity

The Board recognizes the civil rights of all members of the bargaining unit and agrees that it will not discriminate against any of the members of this bargaining unit in any manner prohibited by state and/or federal law.

CERTIFIED GRIEVANCE FORM

STEP 2

The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement.

1800.5 Duration

This contract shall be effective at 12:01 a.m. on August 30, 2007 and shall remain in full force and effect through midnight, August 30, 2010.

SOUTHINGTON BOARD OF EDUCATION

SOUTHINGTON EDUCATION ASSOCIATION

Board President *[Signature]* Date *07-18-2007*

SEA President *[Signature]* Date *7-8-07*

Treasurer *[Signature]* Date *07-18-2007*

Chief Spokesperson *[Signature]* Date *7-19-07*

Superintendent *[Signature]* Date *7-18-07*

Grieved Party _____ Date of Submission _____
Job Classification _____ Representative _____
(if requested)

Date(s) of alleged violation _____
Date of Informal Meeting with Supervisor or Principal _____

I. State concisely the specific section and term(s) of the negotiated agreement you feel has been violated or misapplied or the administrative decision that is considered inequitable: _____

II. State in detail the incident(s) you feel constitute your grievance and the relationship to the agreement provisions cited in I. _____

III. What specific action do you feel should be taken to correct the violation? _____

Signature of Grievant _____

Date of receipt by Supervisor or Principal _____
(Must be within ten days of alleged violation)

Decision by Superintendent _____

Date of hearing _____
Decision _____

SOUTHINGTON LOCAL SCHOOLS
Signature _____
Date Rendered _____

CERTIFIED GRIEVANCE FORM
STEP 3

Grieved Party _____ Date of Submission _____
Job Classification _____ Representative _____
(if requested)

Date(s) of alleged violation _____
Date of Informal Meeting with Supervisor or Principal _____

I. State concisely the specific section and term(s) of the negotiated agreement you feel has been violated or misapplied or the administrative decision that is considered inequitable: _____

II. State in detail the incident(s) you feel constitute your grievance and the relationship to the agreement provisions cited in "I": _____

III. What specific action do you feel should be taken to correct the violation?

Signature of Grievant _____

Date of receipt by Supervisor or Principal _____
(Must be within ten (10) days of alleged violation)
.....

Decision by Superintendent _____

Date of hearing _____
Decision _____

SOUTHINGTON LOCAL SCHOOLS Signature _____
Date Rendered _____

CERTIFIED GRIEVANCE FORM
STEP 4

Grieved Party _____ Date of Submission _____
Job Classification _____ Representative _____
(if requested)

Date(s) of alleged violation _____
Date of Informal Meeting with Supervisor or Principal, and Superintendent _____

I. State concisely the specific section and term(s) of the negotiated agreement you feel has been violated or misapplied or the administrative decision that is considered inequitable: _____

II. State in detail the incident(s) you feel constitute your grievance and the relationship to the agreement provisions cited in "I": _____

III. What specific action do you feel should be taken to correct the violation?

Signature of Grievant _____

Date of receipt by Supervisor or Principal _____
(Must be within ten (10) days of alleged violation)
.....

Decision by Supervisor or Principal _____

Date of hearing _____
Decision _____

SOUTHINGTON LOCAL SCHOOLS Signature _____
Date Rendered _____

MEMORANDUM OF UNDERSTANDING

Appendix D

This Memorandum of Understanding is entered into between the Southington Local School District Board of Education (hereinafter "Board") and the Southington Education Association (hereinafter "SEA") this 31st day of August, 2005.

WHEREAS, during contract negotiations the parties discussed a proposal to allow employees with twenty (20) or more years of service to increase their annual contract amount by Five Hundred Dollars (\$500.00) for up to three (3) years, so as to potentially increase their retirement pay but only in connection with this Memorandum and in accord with the terms of this Memorandum;

WHEREAS, during the contract negotiations the parties mistakenly believed that the provision could be made retroactive but such is contrary to law due to the existence of the prior contract and State requirements for such contracts and certification thereof by the Treasurer at the time they are executed;

WHEREAS, the parties believe this Memorandum will advance the interests of both the Board and the SEA and they wish to set forth the procedure in which an eligible SEA member may chose to take advantage of this agreement, it is therefore agreed:

1. The Board will give bargaining unit members who have twenty (20) or more years of seniority a one time opportunity to receive an additional Five Hundred Dollars (\$500.00) to be added to their annual contract amount in consecutive years during the life of this Memorandum, with a maximum of three years of receipt of this additional Five Hundred Dollars (\$500.00), but only according to the following terms of this Memorandum.
2. This Five Hundred Dollar (\$500.00) contract amount addition will be paid over the remaining pays in the contract year with all usual deductions taken therefrom in accord with law and the Collective Bargaining Agreement (e.g., federal and state withholding, employee pension contributions, etc.) beginning with the first payroll check in the month of November of each year in which the eligible bargaining unit member opts for this Five Hundred Dollar (\$500.00) contract addition.
3. To be eligible to receive this additional contract amount, the bargaining unit member MUST possess at least twenty (20) years of service at the time that he/she submits the written request to the Treasurer of the District to receive the Five Hundred Dollar (\$500.00) contract addition for that contract year, and the written request to the Treasurer must be received by the Treasurer no later than September 10th of each contract year covered by this Memorandum.
4. The contract years covered by this Memorandum are from August 30, 2005 through August 30, 2008 and no payments pursuant to this agreement will be made for any years thereafter. This agreement expires on August 30, 2008.
5. It is understood and agreed that an employee who is not eligible during the first year of this Memorandum therefore cannot receive the maximum three (3) years of benefit hereunder. For example, a bargaining unit member who reaches 20 years of completed service on August 15, 2006 and who thereafter

6. applies by September 10th, 2006 will receive two years of \$500.00 additional contract amounts under this Memorandum. It is understood and agreed that this Memorandum is envisioned by the parties as a one time opportunity and this agreement will set no future precedent nor does it obligate the Board to offer this additional contract amount at any time in the future after expiration of this agreement to any bargaining unit member. This Memorandum shall not be referenced nor cited as evidence of precedent in any type of legal proceeding other than one to enforce the terms as set forth herein.

WHEREFORE, authorized representatives of the parties have set their signatures hereunder this 31st day of August 2005.

SOUTHINGTON EDUCATION ASSOCIATION - SOUTHINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By:  President
 By:  Board President
 By:  Secretary
 By:  Treasurer

MEMORANDUM OF UNDERSTANDING

The Board of Education of the Southington Local School District (hereinafter "Board") and the Southington Education Association (hereinafter "SEA") agree as follows:

1. The Board and SEA are participants in and bound by a Collective Bargaining Agreement governing the members of the bargaining unit represented by the SEA and recently completed negotiations for the contract term of August 30, 2007 through August 30, 2010.
2. Subsequent to the completion of negotiations and ratification of that contract by both the Board and the SEA, the parties have agreed to add the supplemental position of Assistant Cross Country Coach to the supplemental salary schedule as follows:

Supplementals	Step 1 0-4 YRS.	Step 2 5-8 YRS.	Step 3 9-YRS.
Assistant Cross Country	5%	6%	7%

3. The supplemental position of assistant cross country coach may be filled by Board effective with the date of this Memorandum of Understanding and the position shall continue as a supplemental condition throughout the term of this agreement so long as sufficient numbers of students continue to participate in cross country. The Board shall hire for the position in accord with Ohio law, the Collective Bargaining Agreement of the parties, and the policies of the Board.
4. The parties acknowledge that this Agreement arises out of a unique set of circumstances and that the procedure for the Agreement embodied in this Memorandum of Understanding shall not be binding precedent by and between these parties relative to any future contract negotiations or supplemental position creation, shall not be cited by either party as precedent in any future contract negotiations, arbitration or legal proceeding, and this Memorandum shall not be tendered as evidence of any binding precedent for future establishment of supplemental positions and/or contract negotiations between these parties.

WHEREFORE, by affixing the signatures of the duly designated representatives of the Board and the SEA below the parties acknowledge that they have read the Agreement, they understand the Agreement, and that they intend to be bound by this Agreement effective this 18th day of July 2007.