

11-21-2019 0726-04 19-CON-04-0726 38608

Management Team Agreement

South-Western Administrator's Association

July 1, 2019 - June 30, 2022

TABLE OF CONTENTS		
ARTICLE I	MANAGEMENT TEAM AGREEMENT	1
Section 100	Preamble, Implementation & Duration of Agreement	1
Section 101	Amendment Procedures	2
Section 102	Recognition of Association	2
Section 103	Scope Of Discussions	2
ARTICLE II	MANAGEMENT RIGHTS	3
Section 200	Management Rights	3
ARTICLE III	DISCUSSIONS	4
Section 300	Procedures For Regular Discussions	4
Section 301	Impasse	5
ARTICLE IV	RESOLUTION OF CONFLICTS (GRIEVANCES)	6
Section 400	General Policy	6
Section 401	Definitions	6
Section 402	Professional Conflicts Within the Management Team	6
Section 403	Professional Conflicts Outside the Management Team (Grievance Procedure)	7
ARTICLE V	ASSOCIATION RIGHTS AND WORKING CONDITIONS	8
Section 500	Strikes and Work Stoppages	8
Section 501	Emergency Closing	8
Section 502	Long Term Emergency Closing	8
Section 503	Management Recommendation Rights	8
Section 504	Superintendent Meetings	9
Section 505	Dependent Tuition Waiver	9
Section 506	Right to Interview	9
Section 507	Deferred Vacation - Interviews	10
Section 508	Saturday or Sunday Meetings	10
Section 509 Section 510	Changes to Salary Position Classification Administrative Reorganization	11 11
ARTICLE VI	SEQUENCE OF CONTRACTS	13
ARTICLE VI		13
Section 600	In Accordance With Law	13
Section 601	Sequence of Contracts	13
ARTICLE VII	CONTRACTUAL CONSIDERATIONS	15
Section 700	Contractual Year	15
Section 701	Annual Salary	15
Section 702	Days of Service and Job Descriptions	15

ARTICLE VIII	RTICLE VIII PROMOTIONS AND REASSIGNMENT	
Section 800	Promotions	17
Section 801	Administrative Reassignments	17
ARTICLE IX	RETIREMENT AND RESIGNATION	19
Section 900	Retirement	19
Section 901	Regular and Disability Retirement	19
Section 902	Resignations	19
Section 903	STRS/SERS Retirement Incentive	19
ARTICLE X	REDUCTION IN FORCE	20
Section 1000	Reasons	20
Section 1001	Procedures for Making Reduction in Force	20
Section 1002	Seniority Basis	20
Section 1003	Seniority Definition	21
Section 1004	Reduction and Displacement	21
Section 1005	Recall from Reassignment	22
Section 1006	Obligations of Displaced Administrators	23
Section 1007	Due Process	23
Section 1008	Other Considerations	23
Section 1009	Board of Education Rights	24
ARTICLE XI	ASSOCIATION MEMBER EVALUATION	25
Section 1100	Purpose	25
Section 1101	Assessment-Evaluation Cycle	25
Section 1102	Variable Compensation Goal Setting	25
Section 1103	Evaluation Review	26
ARTICLE XII	PERSONNEL FILES AND COMPLAINTS	27
Section 1200	Personnel Files	27
Section 1201	Handling Complaints Concerning Administrators	28
ARTICLE XIII	LEAVES - PAID	29
Section 1300	Sick Leave	29
Section 1301	Personal Leave (Paid)	33
Section 1302	Religious Leave (Paid)	36
Section 1303	Temporary Military Leave	36
Section 1304	Assault Leave	36
ARTICLE XIV	LEAVES - UNPAID	38
Section 1400	Leave of Absence - Employee Requested	38
Section 1401	Extended Military Leave	40
Section 1402	Short-Term Personal Leave (Non-Paid)	40
Section 1403	Vacation Days	41
Section 1404	Holidays for 260 Day Administrators	42

ARTICLE XV	ABSENCES FOR OTHER REASONS	43
Section 1500	Time Lost With Judicial Proceedings	43
Section 1501	Honoring A Deceased Student Or Employee	43
Section 1502	Attending A Funeral	44
Section 1503	Visitation	44
Section 1504	Attendance Of Professional Meetings and Conferences	44
Section 1505	Consultant In An Educational Capacity	48
ARTICLE XVI	SALARY AND BENEFITS	49
Section 1600	Adoption Of A Salary Schedule	49
Section 1601	Notification of Salary	51
Section 1602	Placement on the Salary Schedule	51
Section 1603	Salary Position Classifications	52
Section 1604	Conditions Related to Salary Matters	52
Section 1605	Long Term Projects	54
Section 1606	Mileage Reimbursement	54
Section 1607	Confidentiality of Salary Information	54
Section 1608	Severance Pay	54
Section 1609	Pay During Emergency Closing	55
Section 1610	Paycheck Distribution	56
Section 1611	Dates of Payment	56
Section 1612	Paycheck Errors	57
Section 1613	Communications Regarding Payroll	57
Section 1614	Direct Deposit of Pay	57
Section 1615	Insurance Coverage - Liability	57
Section 1616	Payroll Deductions	57
Section 1617	Worker's Compensation	62
Section 1618	Retirement Incentive	62
Section 1619	Section 125 Flexible Spending Plan	63
Section 1620	Student Insurance Program	63
Section 1621	Accumulated Leave Plan	63
Section 1622	Variable Compensation	63
ARTICLE XVII	DRUG-FREE WORKPLACE ACT/SMOKING	65
Section 1700	Drug-Free Workplace Act	65
Section 1701	Smoking	65
AGREEMENT		66
APPENDIX	ADMINISTRATIVE SALARY SCHEDULES	67
INDEX		73

ARTICLE I

MANAGEMENT TEAM AGREEMENT

SECTION 100 PREAMBLE, IMPLEMENTATION & DURATION OF AGREEMENT

100.1 Parties Defined

The Management Team Agreement is entered into at Grove City, Ohio, June 13, 1988, between the South-Western City Schools Board of Education (hereafter referred to as the Board) and the South-Western Administrators' Association (hereafter referred to as The Association).

100.2 Term of Agreement

This agreement shall be effective as of July 1, 2019 and shall be continued in full force and effect through midnight, June 30, 2022.

100.3 Scope of Agreement

This agreement contains the full and complete agreement between the Board and the Association and neither party shall be required during the term thereof, to meet and discuss any issue. This Agreement may be amended in accordance with Section 101.

100.4 Supersedes Other Agreements

Provisions in this agreement shall supersede any related rules, procedures, or policies previously adopted by the Board and not consistent with terms and conditions. All prior agreements between the parties are null and void.

100.5 Binding Agreement

Upon adoption and ratification of this agreement by the Association and the Board, it shall become binding on all parties.

100.6 In Accordance with Law

It is the intent of the parties that this agreement comply with all applicable laws and regulations.

SECTION 101 AMENDMENT PROCEDURES

The president of the association and the Superintendent or his/her designee may meet privately during the term of the agreement for the purpose of discussing the amendment of this agreement. In the event this discussion produces a mutually agreed-upon amendment, such proposal for amendment will be submitted for ratification first by the executive board of the association and then by the Board of Education. The proposal for amendment must be ratified in total by both parties. Unless mutually agreed upon by the president of the association and the Superintendent, no public discussion or disclosure of the desire for amendment shall take place.

SECTION 102 RECOGNITION OF ASSOCIATION

The South-Western City Schools Board of Education hereby recognizes for the purpose of professional discussions and contract agreement the South-Western Administrators' Association as the exclusive negotiating agent for all supervisors, as defined in statue 4117.01 (F) and management level personnel as defined in statute 4117.01 (K) of the Ohio Revised Code except the Superintendent, assistant superintendents, administrative assistants to the superintendent, treasurer, and assistant treasurer presently employed or who will be employed by the Board of Education during the term of this Management Team Agreement.

SECTION 103 SCOPE OF DISCUSSIONS

The scope of the discussions between the Board of Education and the Association shall be established by Section 4117.08 of the Ohio Revised Code. Section 4117.08 (A) states that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining. Such matters may become the subject of discussions between the South-Western Administrators' Association and the Board of Education of South-Western City School District.

The South-Western City School District Board of Education is not required to discuss subjects reserved to them as management rights except as these might affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the Management Team Agreement.

A Management Team member or representative may raise a legitimate complaint or file a grievance based on the Management Team Agreement.

ARTICLE II

MANAGEMENT RIGHTS

SECTION 200 MANAGEMENT RIGHTS

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

Specifically, the Board of Education retains the following management rights given them by the Ohio Revised Code Section 4117.08:

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

ARTICLE III

DISCUSSIONS

SECTION 300 PROCEDURES FOR REGULAR DISCUSSIONS

300.1 Request to Meet - Agenda for Meetings

Upon written request of the Association made not less than ninety (90) days prior to the expiration of the Management Team Agreement, to the president of the Board of Education or his/her representative, or by the Superintendent to the president of the South-Western Administrators' Association, a mutually agreeable date shall be set no later than ten (10) days after request to initiate discussions of a successor Management Team Agreement.

Association and Board of Education proposals will be submitted at the first meeting. Except as may be mutually agreed, no additional proposals will be submitted after the second meeting.

300.2 Representation

The Board of Education and the Association shall be represented at all discussion meetings by a team not to exceed three (3) representatives each. Observers for either team may be present at the discussions if mutually agreed upon by both teams. All discussions shall be conducted privately and exclusively between said teams.

300.3 Tentative Agreements - Meeting Times

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

300.4 Good Faith

All parties are obliged to deal openly and fairly with each other on all matters and to conduct such discussion in good faith, but such obligations do not compel either party to agree to a proposal or require the making of a concession.

300.5 Provide Information

The Board shall upon reasonable request furnish to the Association all information available that is pertinent to the issues under discussion. Should the time involved to ascertain the data exceed reasonable hours and work load of the administrative staff, the Association shall bear the responsibility for the work or the cost of the work. All data accumulated by the Board or its representative and the Association relative to a discussion item shall be released to the other party.

300.6 Caucus

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

300.7 Approval and Ratification

If consensus is reached on those matters discussed, the agreement of the parties shall be reduced to writing and submitted to the Association. If approved as submitted, it shall be brought to the Board of Education for ratification. The agreement of the parties must be ratified in total by both parties; if not so ratified the parties will schedule a further discussion meeting within ten (10) days. Upon such approval the agreement shall be signed by both parties.

SECTION 301 IMPASSE

In the event agreement is not reached thirty (30) days prior to expiration of the Management Team Agreement, the Association and the Board may jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation service mutually agreed upon by both parties.

301.1 Mediator Duties

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

301.2 Mediator Role

The mediator shall not, without consent of both parties, recommend terms of settlement. The mediator is without power to extend the period of mediation beyond the expiration date of the contract without the expressed consent of the parties.

ARTICLE IV

RESOLUTION OF CONFLICT (GRIEVANCES)

SECTION 400 GENERAL POLICY

In the interest of maintaining an effective working environment and unity of the Management Team, it is incumbent upon all members of the Management Team involved in a professional conflict to make every effort to arrive at a reasonable, equitable, and prompt resolution of professional conflicts through informal conferences. When this is not possible, the procedures listed in Sections 402 or 403 will be followed.

SECTION 401 DEFINITIONS

401.1 Days

For the purpose of this article, the term days is defined as contractual days common to both parties.

401.2 Professional Conflict

Professional conflict is a claim by an association member that there has been an alleged violation or misinterpretation of standard working practices or administrative procedures.

SECTION 402 PROFESSIONAL CONFLICTS WITHIN THE MANAGEMENT TEAM

402.1 Level I

Any member of the Management Team having a conflict which cannot be resolved informally may, within ten (10) days of the date of the incident, reduce to writing and present such conflict to the supervisor immediately responsible for the decision creating the conflict. Within five (5) days, the supervisor shall schedule a conference with the member and either party may have a representative of the Association Executive Board present to help resolve the matter.

402.2 Level II

If the matter is not satisfactorily resolved, the Management Team member initiating the conflict may appeal the decision, in writing, within five (5) days of the Level I conference, to the superintendent or his/her designee for consideration. The superintendent shall schedule a conference with the Association to resolve the matter. This conference will be held within three (3) days after the written statement is filed. The complainant may or may not be present at this meeting.

SECTION 403 PROFESSIONAL CONFLICTS OUTSIDE THE MANAGEMENT TEAM (GRIEVANCE PROCEDURES)

403.1 Level I

Any member of the Management Team with a professional conflict based on an alleged violation or misinterpretation of the terms of this agreement by persons outside the Association may, within ten (10) days of the date of the incident, reduce to writing and present such conflict to the superintendent. Within five (5) days, the Superintendent or his/her designee will schedule a conference with the member, who may be accompanied by a member of the Association Executive Board.

403.2 Level II

If the matter is not satisfactorily resolved, the member or the Association may, within seven (7) days, appeal the decision to the Board of Education. The Superintendent shall schedule at the earliest possible date a special Board of Education meeting with an executive session to be held for the Board to consider and resolve the matter. An association representative will attend and participate in the executive session. The complainant may or may not be present at this meeting.

ARTICLE V

ASSOCIATION RIGHTS AND WORKING CONDITIONS

SECTION 500 STRIKES AND WORK STOPPAGES

The members of the Association shall not strike or withhold services. In case of strike, work stoppage or withholding of services by other employees, members of the administrative team shall, upon direction of the superintendent, perform such duties as are assigned by the superintendent. The president of the Association shall be invited by the superintendent to attend meetings of the cabinet or the Board during a strike in order that the Association may be fully informed about, and participate in decisions which relate to the strike.

SECTION 501 EMERGENCY CLOSING

When schools are closed on a day to day emergency basis because of inclement weather, snow, ice, or utility breakdowns, etc. administrative staff members will report to work as soon as reasonably possible.

SECTION 502 LONG TERM EMERGENCY CLOSING

Long term emergency school closing for such reasons as lack of natural gas, electricity, etc. will be handled administratively on an individual basis at the time of the catastrophe.

SECTION 503 MANAGEMENT RECOMMENDATION RIGHTS

503.1

When Management Team members have identified a problem(s) or need(s) and discussed the concern(s) without a mutually satisfactory resolution with their immediate supervisor, the member shall reduce the request to writing and present it to the Association's Executive Board. The Executive Board will review the concern and if appropriate, present the problem or concern to the Superintendent. Before the beginning of the next school year, the Superintendent will either approve, modify or reject the proposal and will notify the Executive Board of the decision and the rationale concerning the decision.

503.2

The Association will designate a negotiations representative who will have the opportunity to participate in the preparation, planning and conduct of negotiations with recognized collective bargaining representatives representing bargaining units of South-Western City School District employees to the extent that such negotiations involve the supervisory or administrative responsibilities of Association members. Such participation may, but will not necessarily include participation as a member of the Board of Education's bargaining team. The designated representative may make periodic reports to the Association concerning the progress of negotiations but all such reports will be consistent with the confidentiality requirements governing such negotiations. All other information will be and remain confidential.

SECTION 504 SUPERINTENDENT MEETINGS

The Association's Executive Board shall schedule monthly meetings with the superintendent, meeting only as necessary.

SECTION 505 DEPENDENT TUITION WAIVER

As a fringe benefit and not as additional compensation, the children of any member of the Association who reside outside the South-Western City School District boundaries, may attend school in this District without payment of tuition, so long as such member is employed by the District in an administrative position subject to this negotiated agreement.

SECTION 506 RIGHT TO INTERVIEW

In all cases where a Management Team member is charged with the duties of supervising and evaluating individuals in a given position, that member shall have the opportunity to participate in the interview process, unless the right to do so is waived.

SECTION 507 COMPENSATORY TIME

When a staff vacancy occurs and a potential replacement must be interviewed during an administrator's non-duty time, the administrator will be permitted to take compensatory time off in increments of not less than 0.25 days, equivalent to the time spent interviewing the candidates. The administrator may waive his right to be involved in each interview or be permitted to reschedule an interview at a mutually convenient time.

Generally, equivalent time worked during the Administrator's Non-Duty Time must occur on days of scheduled work for the administrative offices of the school system. However, extenuating conditions or situations requiring administrators to work during Non-Duty Time other than days scheduled work for the administrative offices will be considered for approval on an individual basis. Requests for consideration should be sent to the superintendent as soon as possible when such situations occur.

Reasons other than interviewing candidates, such as meetings occurring during non-duty time and/or on weekends, may qualify for deferred vacation days if approved by the Administrator's immediate supervisor and the Assistant Superintendent for Personnel is notified in advance. All approved deferred vacation time must be used within one calendar year.

507.1

Supervisors of Property Services and Business Services are currently involved in the Emergency Response Plan. Since these individuals are on call weekends and holidays, it is the intent of this memorandum to permit them to accrue compensatory time equal to the time spent when an emergency situation arises. Time will be accrued in 1/4 day increments.

Section 507 of the S.W.A.A. Management Team Agreement refers to the use of compensatory time by administrators. The concept of Section 507 will be the guideline used in the application of deferred vacation time when it is applied to the Emergency Response Plan.

SECTION 508 SATURDAY OR SUNDAY MEETINGS

If an administrator meeting, such as a retreat, is scheduled on Saturday or Sunday and the administrator is required to attend, the association member will be entitled to equivalent deferred vacation time.

SECTION 509 CHANGES TO SALARY POSITION CLASSIFICATION

The salary position classifications included in Section 1603 will remain unchanged during the term of this Agreement except as provided in this Section. When new positions are created, existing positions eliminated or job responsibilities of existing positions substantially modified, the Superintendent and Management Team Executive Board will meet to determine whether the existing salary position classifications fairly represent the responsibilities and adequately compensate those persons whose positions have been modified or newly created. Any substantial changes to the salary position classification agreed to by the Superintendent and Management Team president will be reduced to writing and attached to the executed original(s) of this agreement.

SECTION 510 ADMINISTRATIVE REORGANIZATION

510.1

When, due to the implementation of Article II of this agreement, the number of administrative positions is realigned, any and all displaced administrator(s) will be given due consideration for any open administrative positions for which they are certified or otherwise qualified. In the event that no positions are immediately available, the displaced administrator(s) will be placed on a recall list. Displaced administrators will be notified of position openings for which they are certified or otherwise qualified and may apply for open positions.

Due consideration constitutes the right to interview for any vacant or new administrative position for which they are certified or otherwise qualified, but does not entitle preference to the administrator for the position.

510.2

Administrator(s) contract(s) shall not be reduced unless the superintendent invokes the Reduction in Force provisions of Article X.

510.3 Salary Considerations

510.31 Assigned to Same or Higher Classification

Administrators assigned to a position under the provisions of this section to the same or higher classification will be placed on the salary schedule at a per diem rate of pay one step higher than the per diem rate earned in their original position at the time of reorganization, as provided for in Article XVI, Section 1602 of this agreement.

Administrators who opt in to the Variable Compensation System and are assigned to a position under the provisions of this section to the same or higher classification will be placed on a salary schedule at a per diem rate provided for in Article XVI, Section 1602 of this agreement.

510.32 Assigned to Lower Classification

Administrators assigned to a position in a lower classification will be placed on the salary schedule according to the provisions of Article VIII, Section 801 of this agreement.

ARTICLE VI

SEQUENCE OF CONTRACTS

SECTION 600 IN ACCORDANCE WITH LAW

The Board will grant administrative contracts for those persons defined as administrators in Section 3319.02 of the Ohio Revised Code and in accordance with the provisions of this agreement and Section 3319.02 of the Ohio Revised Code.

SECTION 601 SEQUENCE OF CONTRACTS

601.1 First Contract

New administrators will receive at least a two (2) year contract. Administrators reassigned to a different administrative position will receive at least a two (2) year contract in accordance with O.R.C. 3319.02. Administrators on an Improvement Plan who have a contract expiring at the end of a school year may receive a one (1) year contract as described in Article XI, Section 1101.3 of this agreement.

601.2 Second Contract

The second administrative contract may be one (1), two (2), or three (3) years in length. * Note: When a district administrator changes administrative positions in the school district, the sequence of contracts will be modified if the administrator has completed two administrative contracts. Upon the employment in the new position, the administrator will receive a two year contract and will advance to a three year contract due to a previous experience as an administrator. The adjusted sequence of contracts would not apply to an involuntary transfer.

601.3 Third Contract

The third administrative contract shall be three (3) or more years in length.

601.4 Fourth Contract

The fourth and subsequent contracts for an administrator shall be five (5) years in length except as specified in 601.1 or 601.5.

601.5 Exceptions

Except as provided in Section 601.1, if an administrator's contract is reduced in length or a five (5) year contract is not recommended as provided in Section 601.4, the tangible written reasons related to job performance which were used to determine the length of the new contract shall be provided to the administrator. These reasons also will be reviewed by the Board of Education and the administrator will have the opportunity to discuss with the Board the length of his contract in an Executive Session before formal Board action is taken on his contract.

601.6 Contract By Operation of Law

In the event that an administrator's contract status is not acted upon by the Board of Education, that administrator shall automatically receive a contract renewal according to the provisions of O.R.C. 3319.02.

ARTICLE VII

CONTRACTUAL CONSIDERATIONS

SECTION 700 CONTRACTUAL YEAR

The contractual year for administrators shall conform to the dates specified in their contract.

SECTION 701 ANNUAL SALARY

701.1 Board Adopted Salary Schedule

The annual salary will be in accordance with the Board adopted administrative salary schedule.

701.2 Changing Salary Schedule

The annual salary may be increased but not reduced during a contract year, unless it is part of a system wide plan for reduction of salaries.

701.3 Salary Schedule Step Progression

701.31

Full time administrators will advance one step in their classification on the salary schedule at the beginning of each contract year until the administrator reaches the maximum step on that schedule.

Administrators on variable compensation salary schedule will advance in their classification when appropriate based on performance during the previous school year.

701.32

Year, as applied to term of service, is defined as actual service of not less than 120 contractual days within a school year (O.R.C. 3319.09).

SECTION 702 DAYS OF SERVICE AND JOB DESCRIPTIONS

The number of work days and the beginning/ending dates for each administrative position shall be approved by the Board. A job description which reflects the position's duties, responsibilities, and days of service will be provided to each administrator. All supervisors should review the description of the positions under their supervision at least bi-annually as a means of ensuring the accuracy of job content.

702.1 Changes in Days of Service

If the content of an administrative position has changed warranting an increase or decrease in the number of work days, the following procedure will be used:

702.11

Decrease of days - Incumbents in a job will not encounter reductions in days during the term of their contract unless said reduction is part of a uniformly applied systematic plan.

702,12

Increase of days - Incumbents will receive an amended contract reflecting the additional service days and the increase in days.

702.2 Request by Association Member to Change the Number of Service Days

Individual administrator(s) or position(s), as defined in Section 1603, may request a change in the number of service days. Changing the number of service days will result in a change of annual salary. Requests which reflect a change in days without a corresponding change of annual salary will not be considered.

The following procedure will be used to request changes:

702.21

Administrators wishing to change the number of service days will initiate the request by submitting a proposal to their immediate supervisor. The proposal shall include an analysis of present job description for the position, the effective date of implementation, and a rationale for the proposed change.

702.22

The supervisor shall forward the proposal with a recommendation through the appropriate channels to the superintendent. The superintendent will notify the association president of the proposal.

702.23

If the administrator's immediate supervisor will not support the proposal, the administrator may request the assistance of the Association President to process the proposal to the Superintendent.

ARTICLE VIII

PROMOTIONS AND REASSIGNMENTS

SECTION 800 PROMOTIONS

800.1 Definitions

Promotional positions are defined as those which pay a salary differential on the administrative salary schedule.

800.2 Vacancies

The superintendent or his designee shall post all administrative vacancies via District email or on the website.

800.3 S.W.A.A. Employee Preference

If members of S.W.A.A. covered under this agreement hold proper certification/licensure or qualifications for vacant positions, they may apply for and shall be considered before other candidates.

800.4 Procedures

The superintendent or his/her designee shall have the sole authority in selection of personnel to fill a posted position. The Association may designate a member who will have the opportunity to participate in the interview of candidates for administrative positions. Such representative may, but will not be required to express a preference or rank order of preference of candidates. Such expression for preference will be considered by but will not be binding on the superintendent.

SECTION 801 ADMINISTRATIVE REASSIGNMENTS

801.1 Definitions

Reassignment means a change of assignment during the term of an administrative contract. Administrative duties may be assigned or changed during the term of an administrative contract provided that the compensation of an administrator will not be reduced during the term of the contract unless such reduction is part of a reduction in force as provided in Article X.

801.2 Procedures

Prior to a meeting to discuss potential administrative reassignment, the superintendent shall inform the individual involved as to the purpose of the meeting. The superintendent shall in a conference inform the individual involved in an administrative reassignment as to the reasons for the reassignment. At the option of the employee thereby affected, a second conference shall be held with the superintendent or his/her designee at which time the employee may request in writing the reason for the reassignment. A S.W.A.A. representative may be present at this conference.

801.3 Superintendent Right

The superintendent shall have the sole authority to reassign administrative staff.

801.4 Notice of Assignment

Each Management Team member shall be notified by June 1 annually of their assignment for the next school year.

801.5 Voluntary Request for Transfer

Management Team members may submit written requests for transfer which will be retained on file for the remainder of the school year. Such requests may include request for transfer to any position for which the member is qualified or to any specific positions designed in the request.

Such requests may be submitted without the existence of any current vacancy.

ARTICLE IX

RETIREMENT AND RESIGNATION

SECTION 900 RETIREMENT

It shall be the policy of the Board to use the retirement policies of the State Teachers Retirement System and School Employees Retirement System as guidelines for administrator retirement.

SECTION 901 REGULAR AND DISABILITY RETIREMENT

Administrative personnel may retire in accordance with Ohio law.

SECTION 902 RESIGNATIONS

An administrator who has a contract covering the ensuing year may resign up to 30 days before the beginning date of the ensuing year. After that date, the termination of the contract can be secured only with the consent of the Board.

SECTION 903 STRS/SERS RETIREMENT INCENTIVE

Administrators will be eligible to voluntarily participate in any current or future Board-adopted certificated or classified retirement incentive plans, as appropriate, provided the member complies with the conditions applicable to the plan.

ARTICLE X

REDUCTION IN FORCE

SECTION 1000 REASONS

The Board may institute a reasonable reduction in force by reason of:

- 1. decreased enrollment of students
- 2. return to duty of administrators after leave of absence
- 3. discontinuation of programs funded in whole or in part by other agencies
- 4. suspension of schools or territorial changes affecting the school district in accordance with Section 3319.17 of the Ohio Revised Code, or
- 5. financial reasons

No association member's contract shall be non-renewed for purposes of reduction in force.

SECTION 1001 PROCEDURES FOR MAKING REDUCTION IN FORCE

1001.1

The administrator and the Association will be notified of the need to implement the reduction-in-force policy.

1001.2

Reductions through retirement and voluntary resignations shall constitute the first reductions made.

1001.3

The Board shall suspend contracts in accordance with recommendations of the Superintendent of Schools who shall, within each administrative classification and/or position affected, give preference to recent performance evaluations. For administrators with similar evaluations, preference shall be given to those who have greater seniority.

1001.4

An administrative seniority list shall be established.

SECTION 1002 SENIORITY BASIS

In reference to a district Reduction in Force, the Board shall not give preference to any administrator based on seniority except when making decisions between administrators with comparable evaluations. Seniority is defined in Section 1003 of this article.

SECTION 1003 SENIORITY DEFINITION

1003.1

Seniority for the purposes of this policy shall be earned from the first day of continuous paid service as a South-Western City School Administrator. (See Article XVI, Section 1603 for definition of administrative classifications and positions.)

Management Team members whose contracts have been suspended as the result of a reduction in force will be credited, for seniority purposes, with all time spent on the administrative recall list.

1003.2

In the event of a tie within a position, the following sequence will be used to break the tie:

- a. Total seniority in SWCS
- b. Board of Education hire date
- c. Intent to Hire date
- d. Years of administrative service outside SWCS
- e. Total years of service in education

1003.3

An unpaid leave of absence and/or time spent as a displaced administrator under the provisions of this administrative policy shall not be considered as a break in service but shall not be counted as time accrued in the classification and/or position of assignment immediately prior to the beginning of the unpaid leave of absence or displacement.

SECTION 1004 REDUCTION AND DISPLACEMENT

1004.1

In the event the Superintendent determines that there are excess administrators within a position and that reduction of individual administrators is necessary, preference shall be given based on recent performance evaluations. For administrators with similar evaluations, preference shall be given to those who have greater seniority. The affected administrator (s)in the classification and/or position requiring reduction shall be displaced to a classification and/or position for which they are properly certified or otherwise qualified. The Superintendent and Association Executive Board shall review and agree upon the qualifications needed for the various positions being considered in the displacement process. In the event the displacement process results in excess administrators in the classification and/or position(s), the process will be repeated.

1004.2 Salary Considerations While Serving In A Displaced Administrative Position

1004.21 Same or Lower Classification

Administrators displaced to a lower administrative classification as a result of the implementation of Reduction in Force shall be paid at the per diem rate according to the salary schedule provisions of the Management Team Agreement for the position held before displacement until the contract held at the time of displacement expires. The number of contracted days while serving in a displaced position within the same or lower classification may be increased but will not be decreased. Displacement to a lower classification shall not be considered an interruption in contract sequence as defined in Article VI, Section 601 of this Management Team Agreement.

1004.22 Higher Classification

Administrators moved to a position in a higher classification shall be compensated at the per diem rate appropriate for the higher classification and shall continue to be compensated according to the salary schedule provisions of the Management Team Agreement until recalled to the position held before displacement. Adjustments to the number of contracted days shall be consistent with the salary schedule provisions of the Management Team Agreement.

SECTION 1005 RECALL FROM REASSIGNMENT

Recall procedures for persons who hold suspended administrative contracts shall be based on recent evaluations and then on a seniority basis (most senior recalled first) to fill positions for which they are at least provisionally certified. Recall rights will expire three years after the initial administrative suspension.

1005.1

Administrators who have been displaced under the provisions of the administrative policy shall be promoted to classifications and positions for which they were eligible for consideration in the reduction process prior to the assignment or promotion of other personnel to those classifications, provided the displaced administrators are Board employees at the time recall becomes available. The affected administrators shall be placed on the administrative pay scale at the increment level appropriate to their progression at the time of the administrative reduction. Written declination of recall by administrators shall terminate all future recall rights.

1005.2

Administrators on reduction status will be advised of and considered for all administrative vacancies which occur and for which they are properly certificated or otherwise qualified but for which they do not have recall rights.

1005.3

New areas of certification/licensure acquired during the period of displacement will not be considered when recall procedures are in effect.

SECTION 1006 OBLIGATIONS OF DISPLACED ADMINISTRATORS

1006.1

Administrators on suspended contract status are obligated to keep the Board informed of current address and telephone numbers.

1006.2

Administrators on suspended contract status are obligated to notify the Board of any change in certification/licensure during the time of the suspended contract.

SECTION 1007 DUE PROCESS

In the event an individual believes he has been dealt with in an inequitable manner, a written appeal may be processed through the superintendent or his/her designee. This section is intended to provide an additional opportunity for the administrator to be heard on the subject of his/her contract suspension. It does not supersede or replace the grievance procedures set forth in Section 403 of this agreement.

SECTION 1008 OTHER CONSIDERATIONS

1008.1

Giving full respect to the provisions and intent of this administrative policy and of their values to the school system through providing orderly and established procedures for the administrative staff, the Superintendent shall retain the right to by-pass seniority in reduction and recall in relation to particular certification/licensure needs of the school system.

1008.2

The following sets forth the understanding of the parties concerning the calculation of service credit, for purposes of salary schedule placement, for members of the Management Team who re-enter the ranks of classroom teachers as the result of a reduction in force.

Members of the Management Team who, as a result of a reduction in force are suspended from administrative positions will be assigned teaching positions consistent with any teaching contract which the member may hold, the member's then valid teaching certification/licensure and the applicable provisions of any collective bargaining agreement governing teaching positions. Such members will, for purposes of placement on the salary schedule be given credit for all years of service in the South-Western City School District and for the maximum available number of years of service credit for services outside the school district consistent with the negotiated agreement between the South-Western Education Association and the South-Western City Schools Board of Education and Ohio Law.

SECTION 1009 BOARD OF EDUCATION RIGHTS

Seniority considerations and other provisions of this policy are limited to the reduction and recall rights specifically provided herein. Nothing contained within this policy shall abridge the Board's rights to maintain and implement an effective, efficient personnel program which shall include but not be limited to the right to eliminate and/or reduce the number of positions to meet program needs and to handle such reduction through normal attrition, resignation, or non-renewals by the evaluation and transfer procedures for administrators.

ARTICLE XI

ASSOCIATION MEMBER EVALUATION

The evaluation of administrators will be conducted as outlined in district policy 1530 and the Ohio Principals' Evaluation System's Model Framework.

SECTION 1100 OVERALL EVALUATION MODEL COMPONENTS

- Standards/Job Description
- Self-Assessment Summary Tool
- Professional Growth Plan (Goal Setting)
- Balanced Scorecard
- Observations/Walk-throughs
- Evidence Gathering for Performance Rating (Rubric)
- Resources
- Improvement Plan
- Student Growth Measures
- Formal Written Summative Evaluation Report (Principal Performance)
- Final Summative Evaluation/Rating (Evaluation Matrix Lookup Table)
- Recommendation

SECTION 1101 ASSESSMENT-EVALUATION CYCLE

The assessment-evaluation cycle should include:

- Self-Assessment and Goal Setting Conference prior to the beginning of the school year
- Progress Review (any time as needed)
- Preliminary Evaluation (if in final year of contract) at least 60 days prior to any Board action on the renewal or non-renewal of the contract
- Final Evaluation Report to administrator (if in final year of contract) at least 5 days prior to any Board action
- Final Evaluation Report to administrator (if not in final year of contract) no later than the end of contract year as defined by the annual salary notice
- Year End Planning Conference

SECTION 1102 VARIABLE COMPENSATION GOAL SETTING

Variable Compensation goals are to be developed in a collaborative fashion with the individual, the individual's evaluator and key district administration. Goals are to be set in a manner that rewards more than marginal performance, but reflect the current status of the situation and the limitations of the given assignment. Variable Compensation goals are:

1. District (1)

Established by the Superintendent. Will align and reflect improvement efforts of the district improvement plan.

^{*}The nonrenewal deadline for all administrators is June 1

2. Building/Department (1)

Reflects improvement efforts of the building improvement plan or department. Goals should include specific efforts to improve student achievement or department targets to improve efficiency and processes. Specific measurements must be outlined.

3. Individual (1)

Reflects individual improvement efforts to achieve a result.

4. <u>Demonstration of desired outcomes (1)</u>

Allows administrator to demonstrate district desired outcomes that align with or enhance improvement efforts.

SECTION 1103 EVALUATION REVIEW

Evaluation process concerns by an administrator will be directed to the SWAA President, who will, if need be, contact the Assistant Superintendent of Personnel for discussion and review.

ARTICLE XII

PERSONNEL FILES AND COMPLAINTS

SECTION 1200 PERSONNEL FILES

1200.1 Maintenance of Personnel Files

All Management Team member personnel files shall be maintained under the following circumstances:

1200.11

Upon request, the member shall be given access within a reasonable time to the contents of his/her file, or furnished a reproduction of the contents of the file with the exception of letters of recommendation and other pre-employment data or materials. A reasonable cost may be assessed for reproduction of file contents.

1200.12

Each Management Team member will be notified within (5) days after personnel file access has been given to anyone except:

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

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

1200.13

No material derogatory to an administrator's conduct, service, character or personality shall be placed in the files unless the person has had an opportunity to read the material. The administrator shall acknowledge having read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

Association members understand that they may add statements of amplification or explanation.

1200.14

The administrator shall have the right to answer any material filed and his answer shall be attached to the file copy.

1200.2 Supervisor File and Records

The immediate supervisor of each administrator may maintain a file for each supervisee. These files may include anecdotal notes, records, assessments, or evaluation material not required to become a part of employee's permanent file in the personnel office.

These files should be reviewed on a timely basis, to insure that the information contained within is current, pertinent, etc. Items of concern that have been resolved to the mutual satisfaction of both parties shall be removed, provided neither party has objection.

1200.3 Permanent Personnel Files

A permanent personnel file shall be maintained for each certificated employee in the district personnel office. Such file is subject to the conditions listed in Section 1200.11. The contents of the file must include contract recommendations and may include other pertinent information as deemed necessary by the personnel office.

SECTION 1201 HANDLING COMPLAINTS CONCERNING ADMINISTRATORS

When a complaint is made concerning an administrator's conduct, service, character, personality, or any other reason, to an administrator's supervisor, the following procedures will be applied:

1201.1

The person receiving the complaint will determine the validity or seriousness of the complaint. Depending upon this determination, the complaint may be disregarded or brought to the attention of the appropriate person in charge of the stated employee.

1201.2

If the complaint is referred to the supervisor, he/she will determine the validity or seriousness of the complaint and may disregard or bring to the attention of the administrator at that time.

1201.3

If the complaint is referred to the administrator, the association member will be given the opportunity to discuss the details of the situation with his/her immediate supervisor. Together, they will cooperatively decide on an appropriate response to the complainant or solution to the situation causing the complaint. The administrator may also have the opportunity to discuss the complaint with the person initially receiving the complaint.

1201.4

When agreement is not reached between the parties, the matter shall be referred to the Superintendent for final disposition.

ARTICLE XIII

LEAVES - PAID

SECTION 1300 SICK LEAVE

1300.1 Reporting Absences

When a Management Team member is to be absent from work, he/she shall notify the immediate supervisor or designee of the impending absence in a timely manner prior to the first official duty, except in the case of an emergency.

1300.2 Sick Leave Allowance

1300.21

Sick leave shall be provided to administrators in South-Western City School District in compliance with Ohio Revised Code 3319.141 and this Management Team Agreement.

1300.22

Each full-time administrator shall accrue sick leave at the rate of fifteen (15) days per year for each full year under contract. These days are accrued at the rate of one and one-fourth (1 1/4) days per month under contract and are awarded to the employee at the end of each month.

1300.23

For this article, full-time shall be defined as one hundred eighty-five (185) days or more of service for at least six (6) hours per day. An administrator who renders less than full-time service shall accrue proportionate amounts of sick leave on a pro-rata basis for the time actually worked at the same rate as that granted full-time administrators.

1300.24

Unused sick leave shall be accumulated without limitation of maximum number of days.

1300.3 Utilization Of Sick Leave

Administrators may use sick leave with the approval of the Superintendent or his/her designee consistent with Section 3319.141 of the Ohio Revised Code and within the limits of this article for absence due to:

1300.31

Personal illness or injury.

1300.32

Disability due to pregnancy.

1300.33

Exposure to contagious disease.

1300.34

Illness or injury in the administrator's immediate family.

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

1300.35

Serious illness, injury or death of an administrator's extended family.

Extended family, for this purpose, includes each of the persons in Section 1300.34, above and brother, sister, grandparents, grandchildren, mothers or fathers-in-law and brothers or sisters-in-law. For death only, extended family includes aunts and uncles, nephews, nieces, and cousins.

1300.36

Doctor or dentist appointments which cannot be scheduled outside the regular work day.

1300.37

An administrator who is directly responsible for the care of a newly adopted child of pre-school age new to the family unit may use up to twenty (20) days of sick leave for the purpose of caring for the newly adopted child. Where both husband and wife are members of the unit, the number of days is in the aggregate. (FMLA allows 12 weeks)

1300.4 Requirements And Limitations

1300.41

Each administrator using sick leave shall furnish the Board with a written, signed statement on the proper, prescribed form to justify the use of sick leave subject to the supervisor's approval. Additional information may be required, where necessary. This section shall be administered consistent with O.R.C. 3319.141.

1300.42

Sick leave shall not be charged for days on which school is not in session.

1300.43

The administrator cannot be gainfully employed, during his/her normal work hours as an employee of the district, while using sick leave.

1300.44

Sick leave shall not be accrued while an administrator is on unpaid leave of absence.

1300.45

Sick leave shall be accrued while the administrator is under contract and using sick leave within the limits of this section/article.

1300.46

An administrator who returns to work after an absence for illness for a period of thirty (30) or more consecutive administrator contract days shall be required to submit a doctor's certificate indicating that the association member is able to return to work and to assume regular duties and responsibilities.

1300.47

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

1300.5 Credit For Previously Earned Sick Leave

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

1300.6 - Advancing Sick Leave

Each administrator who has exhausted his accumulated sick leave will be entitled to advancement of up to five days sick leave annually. Administrators in their initial year of employment with the South-Western City Schools who have accumulated fewer than five (5) sick leave days elsewhere may receive an additional advancement of up to five days. No advancement will exceed the number of sick leave days earnable by the administrator during the remainder of the school year. If the administrator has failed to earn sufficient sick leave days to repay the advancement by the end of the school year, the overpayment will be deducted from the administrator's final pay of the school year. If the final pay will be insufficient, additional deduction will be made from the next preceding paycheck.

1300.7 - Sick Leave Transfer

- When an administrator has exhausted all of his/her accumulated sick leave, advancements, all personal leave, and additional days are still needed, he/she may request through the Association that the additional days be transferred from other administrators' accumulated sick leave.
- 2. Requests for additional days shall be made to the Executive Committee, and the decision of the Executive Committee regarding the disposition of any request is final. Requests for Sick Leave Transfer days shall be honored only to the extent that days are available from donors and may be approved for the following reasons:

Reason	<u>Days</u>

Hospitalization or illness of a bargaining unit member for cancer, stroke, heart attack or other catastrophic illness

Hospitalization or catastrophic illness for any of the above for a member of the bargaining unit member's immediate family

Medical leave for Maternity (Normal) Delivery Up to forty (40) days per school year per bargaining unit member but not to exceed the number of days remaining in the school year

Up to twenty (20) days per school year bargaining unit per member but not to exceed the number of days remaining in the school year

Up to six (6) weeks from the date of birth

3. A doctor's statement is required for all requests in excess of five (5) days.

- 4. The Association shall establish an internal policy to administer this section and shall provide written notification to the Board Treasurer of any approved transfers. Such written notice shall include the number of days to be deducted, from whom they are to be deducted, and to whom the transfer should be made. Also included shall be signed statement(s) by any affected administrator(s) authorizing the Board Treasurer to transfer the days. Notice will be provided the Treasurer not less than ten (10) workdays prior to the payroll in which the donated sick leave will first be included.
- 5. Administrators shall earn sick leave while being provided additional leave under this section. Earned sick leave days will be utilized as they are posted and before days are transferred under this section. An administrator may utilize this sick leave transfer provision to repay days owed the Board of Education.
- 6. Donated sick leave may not be used to defer application for or receipt of disability retirement benefits.
- 7. An administrator may only apply for and use the "sick leave transfer" provision for one (1) normal delivery and post partern recovery during her employment with the South-Western City Schools. Donated sick leave for maternity (normal delivery) shall only be available to members during the initial five (5) years of district employment.
- 8. The Association shall administer this provision in compliance with applicable laws and regulations.
- 9. Any donated sick leave days provided to an administrator under this provision will be charged against any Family and Medical Leave available to the member.

SECTION 1301 PERSONAL LEAVE (PAID)

Three (3) days of unrestricted paid personal leave per contract year shall be granted each administrator upon written notification to the immediate supervisor, or if unavailable, the Assistant Superintendent - Personnel, one (1) day in advance of the intended absence. If unusual or emergency circumstances make it impossible to submit the notification one day in advance then the administrator shall give notice by telephone and confirm by submission of a completed Personal Leave Form upon return to duty. Administrators with contracts of 210 days or less may accumulate up to six (6) paid personal days. Administrators with contracts of 211 or more days may accumulate up to seven (7) paid personal days.

1301.1 Personal Leave Restrictions and Exceptions

Personal leave shall not be utilized in the following situations:

1301.11

The day before or after a scheduled holiday or vacation, including opening and closing of school.*

1301.12

Days of scheduled parent/teacher conferences.*

During the first five (5) teacher contract days and the last ten (10) teacher contract days of each year.*

- * Exception to the above restrictions shall be made when the reason for the requested leave is one of the following:
- A. Serious accident in the administrator's family residing in the same household which requires the presence of the administrator.
- B. Closing procedure when buying or selling a home. (1 day)
- C. Receiving a degree at a university or college.
- D. Attendance at a college graduation of the employee's son, daughter, or spouse.
- E. Funeral of a close friend or family member not provided for in the sick leave policy.
- F. Attendance at a wedding of the administrator's son or daughter.
- G. Internal Revenue hearing involving the administrator. (1 day)
- H. Moving (when being done by contract firm and no alternate time outside work hours can be arranged). (1 day)
- I. Parent conference concerning administrator's dependent. (1/2 day)
- J. Emergencies requiring immediate attention, (e.g., assisting in emergency relief and aid, emergency home maintenance, emergency car failure).
- K. Adverse travel conditions which prohibit the administrator from safely reaching his/her work assignment or commercial carrier grounding or cancellation which prohibits the administrator from reaching his/her work assignment. This provision applies only to those instances where an individual is out of town and unable to reach his/her work assignment. This does not apply to an individual who cannot reach his/her work assignment from his/her home.
- L. Paternal leave.
- M. Receiving an award for contribution to education or community.
- N. Section 1301.1 will not apply when a Management Team member has requested and received the approval of his/her supervisor to use a personal day before or after a vacation or holiday. In extenuating circumstances, the supervisor may grant a personal day.

To engage in gainful employment elsewhere.

1301.2 Unused Personal Leave Options

Administrators shall elect one of the two options for personal leave not used by the end of each contract year as follows:

1301.21 Option 1

Each personal day not used shall be converted to sick leave days. Days so converted shall be credited to the administrator's accumulated sick leave as of August 1 of the succeeding school year.

1301.22 Option 2

Payment at one-half (1/2) the daily rate in effect on July 31 for each personal day not used. Payment so elected will be paid in August of the next contract year. Management Team members retiring at the end of the current year may request in writing by July 1 that the payment be added to and paid with the members' severance pay.

1301.23 Option 3

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

Maximum Potential Personal Leave Days Available For Use	Potential Leave	Potential Carried Forward Days	Potential Total Days
Administrative Contracts Up To and Including 210 Days	3	3	6
Administrative Contracts 211 Days or More	3	4	7

Administrators may use up to five (5) consecutive days at any one time.

1301.24

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

1301.3 Misuse

Misuse or falsification of an application for paid personal leave by the administrator may be cause for denial of the leave or dismissal.

SECTION 1302 RELIGIOUS LEAVE (PAID)

An employee may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday, provided the duly constituted religious body has established that the proper observance of such religious holiday prohibits the performance or work on such day and provided the employee is an active member of such religious body. Such absence shall not exceed three (3) days during the school year, which days shall not be deducted from sick leave.

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

1302.1

The request must be in writing, giving specific persons to contact for verification of active membership.

1302.2

The request shall be submitted three (3) days in advance.

SECTION 1303 TEMPORARY MILITARY LEAVE

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

SECTION 1304 ASSAULT LEAVE

In accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to an administrator who is absent from assigned duties because of injury resulting from an assault. Such leave will not be charged against Management Team Agreement, Section 1300 (Sick Leave) or leave granted under Management Team Agreement, Section 1301 (Personal Leave). Said administrator shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, to a maximum of ninety (90) days paid leave.

An administrator shall be granted assault leave according to the following rules:

1304.1

The incident, resulting in the absence of the administrator, must have occurred during the course of employment with the South-Western Board of Education, and must have resulted in physical disability.

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

1304.3

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

1304.4

An administrator shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted, and approved, by the immediate supervisor.

1304.5

Said administrator shall not be permitted to accrue assault leave.

1304.6

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

1304.7

Payment shall be discontinued when the administrator elects to retire or is no longer under contract with the South-Western City Board of Education.

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

ARTICLE XIV

LEAVES - UNPAID

SECTION 1400 LEAVES OF ABSENCE - EMPLOYEE REQUESTED

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

1400.1

The Board shall grant leaves of absence when illness or other disability or maternity, paternity, child care or adoption is the reason for the request. The Board may grant such leaves for any other reason deemed sufficient by the Board in its discretion.

1400.2

All leaves of absence will have a duration not to exceed one calendar year but shall be renewable for a second year upon application of the employee where illness or other disability is the reason. Other unpaid leaves may be renewed for an additional year upon application to and approval by the Board.

1400.21

All leaves shall be without pay.

1400.22

No administrator shall be granted a leave to seek, pursue, or to engage in full-time gainful employment elsewhere. An exception to this section is when an employee is granted a leave of absence to obtain additional education or an advanced degree and the member works while attending school. Violation of this section will be considered abandonment of contract, with the employee waiving all employment rights, privileges and contract.

1400.23

The term of the leave shall be scheduled in order to insure the least disruption to the educational program.

Leaves will normally be scheduled to end at the end of a semester or beginning of a school year. With the approval of the Superintendent, leaves may be scheduled to end at any other agreed time.

Any administrator who is granted a leave of absence during the second semester for illness or other disability or maternity, paternity, child care or adoption and who returns from leave at the beginning of the next school year shall be reimbursed an amount equal to the Board's share of any insurance premiums paid during the summer months. If the administrator resigns before completing the school year, the member must refund the reimbursed premiums in an amount equal to the percent of the unfinished school year.

1400.25

All requests shall be in writing and shall include, but not be limited to, the following information:

1400.251

Reason for requested leave.

1400.252

Date leave is to begin and to end (effective dates of leave).

1400.26

Medical related leaves shall be for the period of time necessary, up to two (2) years, as verified by a doctor's statement. Upon return from medical leave the administrator must furnish a doctor's statement indicating the administrator is able to return to work and carry out the normal duties of his/her job.

1400.27

Where applicable, two (2) months prior to the expiration of the leave, the administrator shall notify the Superintendent or his/her designee, concerning his/her intentions about returning at the end of the leave.

1400.28

Leave of absence is granted by the school district and is not applicable to a specific assignment within the district. The administrator will not be assured of the same assignment upon return from leave, however, when possible, the administrator will be returned to the same assignment. The Superintendent or his/her designee will reassign the employee at the expiration of the leave.

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

Any administrator who does not return to service at the stated termination date of such leave shall have abandoned his/her contract and shall terminate the Board's responsibility for continued employment.

1400.210

Upon the return to service, the administrator shall resume the contract status previously held, and shall maintain his/her current position on the salary schedule except he/she shall not be granted salary increments for the period of absence. (120 days of service are required for a year of experience on the schedule.) Administrators returning to service after the last day of their contract year shall be provided benefits from the date of the expiration of their leave.

1400.211

Within four (4) months following resignation of an administrator as a result of denial of a leave of absence, the administrator may request to be placed on the recall list provided for in Article X. The rights and obligations of such administrator to be recalled to employment will be governed by that Article but will be secondary to the recall rights of any administrator involuntarily suspended.

1400.212

The administrator shall reimburse the Board for its portion of the requested cost of retirement in the event the administrator elects to purchase retirement credit for the period of the leave of absence.

SECTION 1401 EXTENDED MILITARY LEAVE

The Board of Education will grant extended military leave pursuant to Section 3319.13 and 3319.14 of the Ohio Revised Code.

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

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

1402.1

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

1402.11

All requests must be made in writing, stating the reason for the request.

Except in cases of emergency, the request shall be submitted to the immediate supervisor at least ten (10) days prior to the requested leave.

1402.13

Within three (3) days the immediate supervisor will submit the request to the Superintendent or his/her designee for disposition.

1402.14

The administrator may present his/her rationale for the request in person to the Superintendent or his/her designee prior to a decision being made regarding the request.

1402.15

Each request will be evaluated on an individual basis with the disposition based on the merits of the request. The Superintendent or his/her designee will notify the administrator in writing of the disposition of the request within five (5) days of receiving the request.

SECTION 1403 VACATION DAYS

The following sets forth the understanding of the parties concerning the procedures to be used by the Assistant Superintendent, Personnel in maintaining records which result from the implementation of Section 1403, Vacation Days, of the Management Team Agreement.

- 1. 260 day administrators shall follow a work schedule for the period of August 1 through July 31.
- 2. All 260 day administrators will be granted four (4) weeks (20 days) of paid vacation.
- 3. Permission to extend the balance of unused vacation beyond July 31 will be granted automatically to a maximum of 45 days.

NOTE: During the period beginning August 1 through July 31, it is possible to have 45 days of unused vacation balance <u>plus</u> a 20 days of vacation for the current contract year.

4. Retiring administrators may elect payment instead of days off. The maximum payment, regardless of balance, will be 45 days. Vacation days will be paid at per diem rate.

SECTION 1404 HOLIDAYS FOR 260 DAY ADMINISTRATORS

The following holidays will be granted for all 260 day administrators:

Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Years Day

ARTICLE XV

ABSENCES FOR OTHER REASONS

SECTION 1500 TIME LOST WITH JUDICIAL PROCEEDINGS

1500.1 Required to Appear

1500.11

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

1500.12

When an administrator is a complainant or defendant in a non-work related matter and is required to appear before a court or administrative agency there shall be no loss of wages or reduction in leave during required appearances up to five days per school year. In the event that additional leave is required beyond the five days, such administrator may use personal leave, including the use of such leave absent the restrictions in Section 1301A.

1500.2 Subpoenaed Witness

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

1500.3 Jury Duty

The Board shall grant administrators leave with pay to serve on a jury on days which are administrator contract days. The leave shall not be charged against any other leave. Requests for jury duty leave shall be submitted in writing to the administrator's immediate supervisor as far in advance as possible. Administrator will submit evidence of jury service completed for each day for which leave has been granted.

SECTION 1501 HONORING A DECEASED STUDENT OR EMPLOYEE

To make it possible for administrators to show honor or respect to a deceased student or employee, it shall be the policy of the Board that the administrator's immediate supervisor may release a representative group of employees to attend memorial services of the deceased student or employee.

SECTION 1502 ATTENDING A FUNERAL

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

SECTION 1503 VISITATION

Administrators are encouraged to visit other districts where exemplary programs are evident.

Form PERS-521 (A Request for Attendance to Professional Meetings) should be submitted to the immediate supervisor at least one (1) week in advance. The administrator will receive a written reason for denial if the request is not approved.

Visitation leave will not be granted on days falling immediately before or after a vacation. When visitation is outside the district and at the request of the immediate supervisor, the administrator will be reimbursed for mileage at the current rate.

When an administrator is absent for visitation a request for a professional leave shall be submitted.

SECTION 1504 ATTENDANCE OF PROFESSIONAL MEETINGS AND CONFERENCES

Administrators excused from regular duty to attend a professional meeting shall receive full (regular) pay during the time of attendance.

The Superintendent or his/her designee shall be responsible for excusing members to attend professional meetings. He/she shall certify to the Treasurer of the Board of Education names of employees who are excused to attend professional meetings and approve payment of expenses to be paid.

1504.1 Application Procedures

Administrators requesting administrative professional leave must submit a written request for approval. Such request shall include information and documentation concerning the reason for the leave, the date of the leave, the estimated cost, the purpose of the leave, the administrator's position, the relationship of the meeting to the member's job assignment, and such other appropriate information as deemed necessary. Personnel Form 521 (A Request for Attendance to Professional Meetings) may be obtained from any school or Administrative Services and should be used for submitting a request for professional leave. All applications for administrative professional leave must be submitted through the immediate supervisor at least ten days prior to the intended use of the administrative professional leave. There will be provision on the application form for the immediate supervisor signature and comments. The decision for approval, however, rests with the Superintendent or his/her designee. Revised requests may be submitted for consideration.

Requests for administrative professional leave approved or not approved will be returned to the applicant within five (5) contract days after the application has been received by the Superintendent or his/her designee. When an application for administrative professional leave is denied, the reason for denial will be given to the applicant in writing.

1504.2 Guidelines for Approval of Professional Meeting Requests

1504.21

Professional meeting requests will not be authorized on an in-service day established by the South-Western City School District.

1504.22

Professional meeting requests would normally not be approved for use immediately before or immediately following a vacation period.

1504.23

If the request is denied because of lack of funds, an administrator may, with approval, assume the expense of attending the meeting.

1504.24

The total amount budgeted annually in the Administrator's Professional Leave Account will be one percent (1.0%) of the total administrative salaries for that year. Administrators will receive one percent (1.0%) of their total yearly salary as their Administrative Professional Account for that school year. This money may be used for attending professional meetings, professional association dues, professional licensure, background check, tuition, equipment used for organization in your position i.e. laptop computer, PDA, or other professional development as approved by their supervisor. Items purchased through the administrative professional account and tagged as a fixed asset is the property of South-Western City Schools and must be returned at time of separation from South-Western City Schools. The unused balance will continue to be carried over for the duration of employment as an administrator with South-Western City Schools. At any time the Auditor of the State of Ohio has certified a cash flow deficit for the district, and the district's plan for loan conditions has been accepted by the State Department of Education, the Board of Education may, after prior notice to the Association, transfer any unencumbered amount in the fund to any other fund.

For each fiscal year the suspension is in effect the yearly value of the fund will be apportioned and each administrator will have the apportioned amount value added to their suspended unused balance value.

When Administrative Professional funds become available for use by administrators, each administrator's unused balance and proportioned yearly value will be restored. Thus, the value to be budgeted in the Administrator's Professional Account will be the sum of the suspended unused balance values plus the yearly appropriation values for each year the fund was suspended.

Administrators will receive a stipend of one half percent (0.5%) of their total yearly salary annually on the first payment of their contract year. The stipend may be used to offset the cost of a data plan used for official District business.

Each professional request will be judged upon its individual merit, based on the premise established in the opening paragraphs of this article and the criteria established.

1504.3 Criteria

In considering the individual applications of administrators, the Superintendent or his/her designee shall utilize the following criteria:

1504.31

The possible value of the meeting, workshop, seminar, conference, etc., in relation to its cost.

1504.32

The relationship of the meeting, workshop, conference, seminar, etc., to the scope of the applicant's job responsibility.

1504.33

The administrator's professional affiliation with the sponsoring agency.

1504.34

The number of administrators applying for a given conference, meeting, workshop, etc.

1504.35

The applicant's responsibility to the sponsoring organization. (Is the association member an officer of the organization and/or an active participant in the meeting?)

1504.36

The number of previous requests or use of professional trips in a given year. (Generally speaking, administrators who have not previously utilized such absences will be given precedence over those who have been approved for meetings or observations earlier in the year.)

1504.37

The seniority of the administrator in the South-Western City School District.

1504.4 Criteria For Reimbursement Of Expenses

1504.41

Prior approval for the use of professional funds and expenses must be granted.

A request for reimbursement must be filed in accordance with the established procedures upon submission of appropriate statement of expenses.

1504.43

Request for reimbursement shall be submitted to the Superintendent or his/her designee within five (5) school days of the administrator's return from professional leave.

1504.44

The administrator shall submit the approved leave request form, and all required receipts for expenses incurred.

1504.45

Receipts for hotel bills, motel bills, toll charges, plane or train fare, transportation, registration fees, and other approved expenses for the professional trip shall accompany the account statement.

1504.5 Reimbursement To Be Paid

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

1504.51

The participant shall receive his/her regular compensation for the day(s) excused for the purpose of using professional leave.

1504.52

All fees for registration, materials, etc., shall be considered reimbursable when included as part of the initial registration fees.

1504.53

Banquet costs are reimbursable when the banquet is a regular part of the meeting or conference.

1504.54

All meals while in attendance at, and traveling to and from the conference or workshop are reimbursable to a maximum of forty-five dollars (\$45.00) per day.

1504.55

Transportation costs will be approved when applicable within the following guidelines:

Mileage to and from the meeting based on the established rate contained in this Agreement. Normally, when two (2) or more representatives are attending the same meeting, only one (1) mileage allowance will be paid. Maximum travel allowance will be the lesser of air coach or per mile rate.

1504,552

Toll charges, parking fees, etc., will be approved when applicable.

1504,553

When travel by plane is approved, the cost of coach fare only will be approved.

1504.554

Expenses incurred through the use of ground travel as a result of travel to and from meetings and accommodations will be considered as fully refundable.

1504.56

Hotel or motel rate should be based on the normal range of cost in the area where the meeting is held. When possible, administrators shall share accommodations to reduce expense. Administrators shall request the lowest rate of accommodation at the establishment of acceptable quality. Reimbursement shall be paid on an actual cost of lodging.

1504.57

Advance payment by the district for hotel/motel reservations, travel, registration fees or other approved major expenses shall be available for administrators. Money to pay the expenses will be transferred from the administrator's professional meeting fund.

1504.58

Other necessary and reasonable expenses may be reimbursed with proper documentation of the expense and shall occur within thirty (30) days of approval of expenses.

SECTION 1505 CONSULTANT IN AN EDUCATIONAL CAPACITY

Administrators asked to serve as a professional consultant in an educational capacity (e.g. Staff In-service, North Central Evaluation Chairs, etc.), are entitled to the professional leave provisions of this Management Team Agreement and may retain honorariums or stipends provided as a result of these activities.

ARTICLE XVI

SALARY AND BENEFITS

SECTION 1600 ADOPTION OF A SALARY SCHEDULE

It shall be the policy of the Board to annually adopt a salary schedule for administrators and supervisors and to file the same with the State of Ohio as required by law. (See appendices for salary schedules.) Beginning with the 2012-13 school year, new administrative employees (and current administrators opting to do so) will participate in a compensation structure that contains variable components.

Administrative Salary Schedule Index

Base wage increase effective 7/1/2019=2.50%

Base wage increase effective 7/1/2020=2.50%

Base wage increase effective 7/1/2021=2.50%

1600.1 Masters' Degree Plus 15 Hours Credit

An additional stipend as noted on the affected salary schedule shall be paid to administrators who have advanced to a masters' degree plus 15 semester hours of credit from an accredited college or university. This stipend shall be paid as a part of the regular pay periods as specified in Section 1611 of this contract.

1600.2 Masters' Degree Plus 30 Hours Credit

An additional stipend as noted on the affected salary schedule shall be paid to administrators who have advanced to a master's degree plus 30 semester hours of credit from an accredited college or university. This stipend shall be paid as a part of the regular pay periods as specified in Section 1611 of this contract.

1600.3 Earned Doctorate Credit

An additional stipend as noted on the affected salary schedule shall be paid to administrators who have advanced to an earned doctorate degree from an accredited college or university. This stipend shall be paid as a part of the regular pay periods as specified in Section 1611 of this contract.

1600.4 100 Hours of Credit

An additional stipend as noted on the affected salary schedule shall be paid to classified administrators who have taken 100 hours of continuing education that pertains to their job classification above the required re-certification. This stipend shall be equal to a master's degree plus 15 and shall be paid as a part of the regular pay periods as specified in Section 1611 of this contract.

1600.41 Bachelor's Degree Plus 15 Continuing Education Units

An additional stipend as noted on the affected salary schedule shall be paid to classified administrators who have advanced to a Bachelor's Degree plus 15 hours continuing education units from the Ohio Department of Education. This stipend shall

be equal to a master's degree plus 15 and shall be paid as a part of the regular pay periods as specified in Section 1611 of this contract.

1600.42 Applicable Job Experience

An additional stipend as noted on the affected salary schedule will be paid to classified administrators who have demonstrated applicable job experience as follows:

5 to 9 years = MA + 15 salary placement (2%) 9+ years = MA + 30 salary placement (3%)

Placement for applicable job experience will be made upon the determination of the superintendent or his/her designee.

1600.5 Credit/Continuing Education Verification

1600.51 Credit Verification

All credit hours must be earned at an accredited college or university. For purposes of this provision of the Management Team Agreement, an accredited college or university shall be an institution which is accredited by the Ohio Department of Education, the North Central Association of Colleges and Secondary Schools, or a comparable regional accrediting association. Verification of college or university courses will be by official transcript.

1600.52 Continuing Education Unit Verification

All continuing education units of credit must be verified by a certificate.

All continuing education hours must have prior approval by the association member's immediate supervisor that the course applies to the member's job classification.

1600.53 Other Continuing Education

All other continuing education must be verified by a certificate or letter of completion which indicates the number of hours of training.

All continuing education hours must have prior approval by the association member's immediate supervisor that the training applies to the member's job classification.

1600.54 Stipend Calculation

Based upon the submission date of the verification documentation, the new contract value reflecting the stipend payment will be calculated by the following formula:

The salary schedule value multiplied times the number of days worked to date divided by the total number of contract days times the current stipend percentage, if applicable, plus the salary schedule salary value times the number of remaining days in the contract divided by the total number contract days times the adjusted stipend percentage.

1600.55 Salary and Benefits

The following sets forth the understanding of the parties concerning the availability of fee script for members of the Management Team.

During the term of this agreement university fee script will be made available to members of the Management Team holding a bachelor's or higher degree from an accredited college or university. University fee script will be allocated to eligible Management Team members consistent with the past practice of the school district.

SECTION 1601 NOTIFICATION OF SALARY

It shall be the policy of the Board that each administrative employee under contract shall be notified by the Board not later than July 1st as to the amount of salary to be paid during the succeeding contractual year. New administrators shall be notified at the time of employment.

SECTION 1602 PLACEMENT ON THE SALARY SCHEDULE

Administrative experience will be taken into consideration when placing a person in a new administrative position/classification on the salary schedule. The Superintendent will determine the base salary for new administrators.

Administrators promoted from a lower to a higher administrative salary classification will be placed on the appropriate step.

The superintendent may recommend a different salary placement or amount at any time the qualifications, experience, or training of the administrator warrants.

SALARY POSITION CLASSIFICATIONS **SECTION 1603**

Position	Days
Executive Director	260*
Principal – HS	230
Director	260*
Principal – Career Academy	225
Principal – MS	220
Coordinator I	260*
Staff Development, Property	Services, Technology

/EMIS

225 Asst. Principal – HS Principal – IS 215 Principal – ES 210 Coordinator II 225

Gifted, Special Education, Head Start, State/Federal Programs, Alternative

Programming, Career/Tech Education, Ad CTE, Technology, ESL, Library Services,

Curriculum, Student Services

Asst. Principal – MS & CA 210 Asst. Principal – IS 205 Supervisor I 260*

Supervisor Transportation, Supervisor Food Services, Network Adm.

Supervisor II 260*

Asst. Supervisor Energy Management, Asst. Supervisor Mechanics, Asst. Supervisor Food Services, Asst. Supervisor Custodial, Asst. Supervisor Property Services, Route Supervisor, Supervisor Communication

260 day employees "full year employees" have four weeks of paid vacation and ten (10) holidays as defined in Section 1404 Holidays for 260 Day Administrators. Upon retirement severance for 260 day administrators will be calculated using a devisor of 230 days.

SECTION 1604 CONDITIONS RELATED TO SALARY MATTERS

1604.1 **Proper Certification/Licensure**

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

1604.2 Fulfillment Of Employee Requirements For Eligibility Of First Pay

Administrative employees beginning employment with the South-Western City School District shall not become eligible to receive their first pay until they have fulfilled the requirement of filing appropriate personnel items with the Personnel Department.

Appropriate personnel items include, but are not limited to:

1604.21

Complete official transcript of credits.

Valid Ohio teaching certificate/license for position.

1604.23

BCI Clearance

1604.24

Evidence of lack of tuberculosis.

1604.25

Tax forms.

1604.26

Appropriate State Retirement Form.

1604.27

Verification of past experience for which employee is to be given credit for salary purposes.

1604.28

Verification of military experience for which employee is to be given credit for salary purposes.

1604.29

Insurance forms.

1604.30

Other items identified by the Personnel Office as needed to complete the employee's personnel file.

Upon written request by the administrator adequately substantiating the reason(s) for the association member's inability to provide an item(s) on a timely basis as required by this article prior to receiving pay, this article may be waived for not more than a thirty (30) day period at the discretion of the Assistant Superintendent - Personnel.

1604.3 Tuberculosis Screening

Administrators shall follow the Ohio Revised Code, Statute 3313.71 in providing results of such test and examination for tuberculosis as may be required by the Ohio Public Health Council.

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

1604.4 Returning To District

An administrator who has terminated service with the South-Western City School District and is reemployed later is to be considered as a new employee in determining the salary, except if the administrator resigns for good and sufficient cause which is approved by the Superintendent of Schools, and if he/she returns to work under contract with the Board of Education within a period of three (3) years, he/she shall be placed at the salary he/she would have received had there been no interruption of service minus unearned annual increments. A leave of absence is not considered termination of service and is not included as part of the three (3) years absence from employment.

1604.5 Contract Terminated Legally

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

SECTION 1605 LONG TERM PROJECTS

When, in the opinion of the Administrative Team, the school district has a project which shall be sustained over a long period of time and shall be of significant benefit to students within the district, but which cannot be successfully carried out by certificated personnel within the regularly assigned day, an assignment of the duty shall be made on a month-to-month basis. Compensation shall be made for such duty.

SECTION 1606 MILEAGE REIMBURSEMENT

Administrators who must drive their own personal vehicles while performing school duties will be reimbursed at the rate established by the Internal Revenue Service.

Mileage reports are to be submitted to the administrator's immediate supervisor for approval with reimbursement being made on a monthly basis.

SECTION 1607 CONFIDENTIALITY OF SALARY INFORMATION

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

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

SECTION 1608 SEVERANCE PAY

When a South-Western City District Administrator dies while under contract or upon retirement of an administrator from active service with the District, and if the retirement is within 120 days of last paid service by said Board and approved by the state retirement system, the South-Western City Board of Education shall grant payments for such employee's accrued but unused sick leave on such terms and conditions as stated herein.

1608.1 Payment Calculation - Unused Sick Leave

Effective July 1, 1988, the maximum payment granted will be based upon the employee's rate of pay (per diem) at the time of retirement or death multiplied times the number of days arrived at by applying the following calculation to the administrator's accumulated but unused sick leave: one-third (1/3) of the accumulated but unused sick leave days with a maximum number of days for each administrative position determined by multiplying the administrator severance ratio times the number of work days for each administrative position. Upon retirement severance for 260 day administrators will be calculated using a devisor of 230 days.

1608.11

	Administrative
Effective Date	Severance Ratio
July 1, 2007	.53

1608.2 Payment

1608.21

Effective January of the year following the administrator's retirement, the treasurer will make payment within 60 days to all retiring members.

1608.22

If an administrator - otherwise eligible for retirement and severance pay as stipulated above - dies, payment shall be made to his/her estate in the amount equal to the severance pay for which the administrator would have qualified.

SECTION 1609 PAY DURING EMERGENCY CLOSING

1609.1 Calamity Days

Administrative personnel will receive full pay for days when school is closed because of an emergency, provided that they follow the directions as provided in this Management Team Agreement, Article V - Section 502. Also, when following the conditions of the Article, there will be no deduction for sick leave or for personal leave. All days in excess of five (5) authorized calamity days for which school is required to be made up will be served without additional compensation and will be on a schedule mutually agreed to by the Board and the Association. The number of days of service for each position, as specified in the contract, shall not be increased because of calamity days, unless compensation is paid at the daily rate of pay.

1609.2 Work Stoppage

In the event of a strike by another employee bargaining unit or a lock-out by the Board due to a work stoppage, the salaries of Management Team members would continue in full force on an uninterrupted basis.

SECTION 1610 PAYCHECK DISTRIBUTION

1610.1 Payroll Option Selection Procedure

Each member shall choose a once or twice monthly pay option on an annual basis. Association members newly hired as South-Western City School employees with an effective date on or after August 1, 2001 shall be paid twice monthly. Notification of a desire to change the pay option must be submitted to the Treasurer of the Board on the appropriate form, (Request For Change In Pay Cycle) on or before June 1st of each year. Such change will become effective at the beginning of the contract year following June 1st. The Treasurer's acknowledgment of receipt of such notification will be sent, in writing, to the administrator.

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

SECTION 1611 DATES OF PAYMENT

The two (2) pay dates for administrators will be the 5th and the 20th of each month. When the 5th or the 20th of the month falls on Saturday, Sunday, a holiday, vacation period, or a day in the master calendar when the member is not on duty, paychecks will be distributed on the last work day preceding said pay date.

1611.1 Supplemental Checks

1611.11

Certificated administrators receiving supplemental reimbursements (long term project, etc.) will receive their supplemental pay on the 20th date.

1611.12

Non-certificated administrators receiving supplemental reimbursements (long term project, etc.) will receive their supplemental pay on the 5th date.

1611.2 Paycheck Distribution

Each SWAA member will have his or her pay deposited through electronic transfer (mandatory direct deposit). Members shall receive notice of pay via email.

SECTION 1612 PAYCHECK ERRORS

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

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

SECTION 1613 COMMUNICATIONS REGARDING PAYROLL

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

SECTION 1614 DIRECT DEPOSIT OF PAY

Each association member will have his/her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system.

SECTION 1615 INSURANCE COVERAGE - LIABILITY

The Board will defend and indemnify members of the Management Team from injury claims arising out of the performance of their official duties as required by law. The Board will maintain a group liability insurance policy insuring school employees, including members of the Management Team, against such claims.

SECTION 1616 PAYROLL DEDUCTIONS

1616.1 Retirement

The Board of Education will pickup (assume and pay) contributions to the state retirement system on behalf of administrators with the following terms and conditions:

1616.11

The amount to be picked up and paid on behalf of each administrator shall be the total employee contribution as required in Section 3307.51 of the Ohio Revised Code.

Amounts picked up and paid without salary reduction will be reported to the appropriate retirement system as earned compensation for retirement contribution purposes.

STRS/SERS pickup is capped at 10 percent.

If legislation is enacted that changes state law regarding retirement pickup by districts, affected dollars, if reduced, will be added back into an individual's base pay.

1616.12

The Board shall compute and remit all applicable contributions to the S.T.R.S./S.E.R.S. based upon annual salary and/or earned compensation which includes the amount of pickup computed herein.

1616.13

The pickup percentage shall apply uniformly to all administrators. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

1616.14

The pickup shall become effective January 1, 1984, and shall apply to all compensation including supplemental earnings.

1616.2 Federal Income Tax

Federal income tax will be withheld from each wage payment in accordance with the administrator's exemption certificate and the applicable withholding rate.

1616.3 Ohio Income Tax

Ohio Income Tax will be withheld from each wage payment in accordance with the administrator's federal exemption certificate and the applicable withholding rate.

1616.4 City Income Tax

Many cities in the Central Ohio community have a reciprocal income tax which is deducted from the salary by the Treasurer of the Board of Education.

1616.5 Tax Deferred Options

1616.51 Tax Sheltered Annuity

The Treasurer may be authorized by the administrator to withhold certain portions of a salary to purchase tax sheltered annuities for the member. Annuities shall be purchased from companies previously approved by the Board of Education. The income tax on the annuity portion of the income is then deferred to a later date.

1616.52 Tax Sheltered Mutual Funds

The Treasurer may be authorized by the administrator to withhold certain portions of a salary to purchase tax sheltered mutual funds for the member. Mutual funds shall be purchased from companies previously approved by the Board of Education. The income tax on the mutual fund portion of the income is then deferred to a later date.

1616.6 Group Insurance

The Treasurer is permitted, with the authorization of the administrator, to withhold portions of the administrator's salary to pay group insurance premiums.

1616.7 Miscellaneous Deductions

The Treasurer is permitted, with the authorization of the bargaining unit member, to withhold portions of the bargaining unit member's salary for any or all of the following: (1) the Franklin County School Employees Federal Credit Union, (2) the Whitehall Employee's Federal Credit Union, (3) the Ohio Tuition Trust Authority, (4) the State Teachers Retirement System for the repurchase of service credit, (5) the South-Western Education Foundation, or (6) Ohio Deferred Compensation.

1616.8 Political Action Deduction

The Treasurer shall take such deductions from an administrator's regular monthly earnings as may be authorized by the employee and shall transmit them to the political action organization of choice in accordance with guidelines developed cooperatively by the Association and the Treasurer.

1616.9 Deduction For Absence or Separation

Deductions for any reason for which salary is deductible shall be at the per diem salary rate for each day lost.

1616.10 Hospitalization and Surgical Insurance

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

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

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

Regular Full-Time Employees -- For insurance purposes in this management team agreement, a regular full-time employee is defined as one who is employed on a regular basis for the school year and works thirty (30) hours per week or more. Such full-time employees are entitled to full participation and benefits in all insurance programs provided by the Board.

1616,102

Regular - Less Than Full-Time -- A regular, less than full-time employee is one who is employed on a regular basis for the contract year and works thirty (30) hours per week. The same insurance programs, with the same coverage, are available on a prorated basis to the regular, less than full-time employee as to regular full-time employees.

In this case, the Board will pay an amount of the premium proportional to the amount of the time such administrator works compared with the amount of time a full-time administrator works (i.e., the Board will pay 50% of the premium of a half-time (1/2) employee). The employee will pay the balance of the premium through established payroll deduction procedures.

1616.103

Insurance Coverage During Leave of Absence -- An administrator who is granted a leave of absence by the Board of Education may continue comprehensive major medical, dental, life, vision and prescription drug administration options insurance coverage for the duration of such leave of absence to a maximum of two (2) years. However, the administrator must pay 100% of the premium(s) during the leave of absence.

1616.104 Payment of Premiums Table

1616.1041

Regular Employees - Full-Time - Thirty (30) hours per week or more

Coverage	<u>Health</u> Care* (2)	<u>Vision</u>	<u>Dental</u>	<u>Life (1)</u>
Single	87.5% Paid	100% Paid	90% Paid	\$50,000 Paid
	By Board	By Board	By Board	By Board
Family (2)	68% Paid	100% Paid	90% Paid	\$50,000 Paid
	By Board	By Board	By Board	By Board

^{*}SWAA members with a spouse employed in the District will pay the single rates mentioned above.

The Board will provide to the extent available under the Internal Revenue Code and Regulations (Section 125) for the payment of administrator health insurance premium contributions on a pre-tax basis.

- (1) If the IRS at any time during the term of this contract should increase the amount of life insurance not subject to taxable income above \$50,000, each administrator will be granted said amount of increase not to exceed \$100,000 to be paid by the Board.
- (2) Effective August 1, 2019, 69% of family plan premium paid by the Board. Effective August 1, 2020, 70% of family plan premium paid by the Board. Effective August 1, 2021, 70% of family plan premium paid by the Board.

Regular Employees - Less than thirty (30) hours per week

Coverage Health Care, Dental, Vision, Life Insurance

Single Premium pro-rated based on percentage of day(s) worked.

Family Premium pro-rated based on percentage of day(s) worked.

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

The Board will provide to the extent available under the Internal Revenue Code and Regulations (Section 125) for the payment of administrator health insurance premium contributions on a pre-tax basis.

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

1616.105 Application Procedures

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

Term Life - Completion of standard enrollment card at time of employment.

1616.106 Files

All files regarding insurance and insurance programs will be maintained in the Treasurer's Office. Requests for pamphlets, information about insurance programs, procedures for changing insurance program because of marriage, divorce, death of spouse, or change of employment status of spouse should be directed to the Treasurer's Office.

1616.107 Coverages

The insurance coverage shall not be modified during the term of this Agreement except as provided in the South-Western City Schools Medical Benefits Committee Agreement referenced in 1616.10.

1616.1071 Insurance Coverage Guarantee

The insurance coverage shall not be reduced during the term of this Management Agreement.

SECTION 1617 WORKER'S COMPENSATION

All employees of the district are protected under the Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of and rising out of their employment.

SECTION 1618 RETIREMENT INCENTIVE

1618.01 Eligibility For Retirement Incentive

Association members who apply and are accepted for service retirement benefits from The State Teachers Retirement System or The School Employees Retirement System with an effective retirement date during the contract year (August 1st - July 31st) in which the member first becomes eligible for an unreduced service retirement benefit will be paid a retirement incentive as provided in this Section. Association members must give the Treasurer written notice of their intent 60 days prior to the effective retirement date or no later than March 1 of their last work year. In addition, to be eligible for the retirement incentive, an association member must work a minimum of five (5) years in the South-Western City School District. The requirement of five (5) years of service in the South-Western City School District is effective with the 2014-2015 school year.

1618.02 Retirement Incentive Amounts

Association members eligible for a retirement incentive will be paid a lump sum using the following formula:

Adm.

Retirement

Work-Day x Retirement x STRS/SERS = Incentive Ratio Base Years Payment

The Adm. Work-Day Ratio is calculated by dividing the administrator's number of contracted work days by the number of contracted teacher work days (presently 185). The Retirement Base is \$500.00 and the STRS/SERS years is the number of credited retirement service years as determined by STRS/SERS. The maximum number of years a member may receive payment for is thirty (30).

1618.03 Payment

Retiring administrators will be paid the incentive retirement amount within 60 days of the effective date of their retirement. The association member may, by a salary reduction agreement entered into in the time and manner permitted by the tax laws, authorize the

treasurer to reduce the amount of incentive payment up to the maximum amount permitted by law and to remit such amount to a tax deferred annuity.

SECTION 1619 SECTION 125 FLEXIBLE SPENDING PLAN

The District shall make available to the members of the association, a Section 125 plan providing for a medical flexible spending and a dependent care flexible spending account with a maximum annual limitation on the amount of contributions and benefits as established by the Internal Revenue Service. The District will implement a flexible spending account at such time as the District is able to offer such flexible spending accounts to a non-discriminatory group of employees (within the meaning of the tax laws).

SECTION 1620 STUDENT INSURANCE PROGRAM

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

SECTION 1621 ACCUMULATED LEAVE PLAN

Retiring association members age fifty-five or older shall have their severance and retirement placed in an accumulated leave plan as specified under Internal Revenue Service sections 401 (a) and 403 (b) as designated by the Treasurer.

SECTION 1622 VARIABLE COMPENSATION

1622.01 Structure

The compensation structure created is a multifaceted system that combines base pay with variable components to acknowledge accomplishment and success. There is a blend of team and individual incentives to link to proven results to ensure retention and demonstrate value for consistent performance.

1622.02 Base Pay

Base pay is the foundation of the compensation structure. Positions with similar responsibilities and work expectations have been consolidated to create acceptable ranges in compensation. Past experience and previous demonstration of skills aligned to the position are primary factors in determining the initial base pay. Other factors of consideration are the needs, complexity, and difficulties of the assignment within its classification.

1622.03 Variable Compensation

Variable components have been integrated into the system to allow for recognition of performance, based on the successful achievement of goals (objectives or desired results). Goals are not activity driven.

The variable compensation maximum percentage allowable will be divided between the four goal areas. For each goal successfully accomplished by the individual, the administrator will earn the corresponding portion (base pay multiplied by percentage). The multiplier and resulting lump sum payment will be determined after all applicable data has been gathered and/or released. A portion of the variable compensation (based on outlined percentages) will

be retained on the following year's base pay, except for those individuals who are already at the maximum amount.

The Administrator Variable Compensation System is in effect for all new administrators hired for the 2012-13 school year and those thereafter. Administrators may "opt in" to the system by notifying the Personnel Department by June 30, of each year. Once an administrator has opted in, they will remain in the system. If an administrator has not opted in and changes positions or is transferred, they may opt in at that time.

ARTICLE XVII

DRUG-FREE WORKPLACE ACT/SMOKING

SECTION 1700 DRUG-FREE WORKPLACE ACT

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

1700.1

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

1700.2

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

1700.3

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

1700.4

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

1700.5 Disciplinary Action

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

SECTION 1701 SMOKING

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

AGREEMENT

The South-Western City Board of Education does hereby recognize the South-Western Administrators' Association for the purpose of professional negotiation for the term beginning 12:01 A.M., July 1, 2019, and ending midnight June 30, 2022.

In witness whereof the parties have caused this agreement to be executed on the day and year first mentioned above.

SOUTH-WESTERN ADMINISTRATORS' ASSOCIATION	SOUTH-WESTERN BOARD OF EDUCATION
Mike Gosztyla, President	Mindy Haveneth Mindy Garverick, Board President
Jan Balan Tim Barton, Vice President	Hugh W. Garside Jr., Treasurer
June 10, 2019 Date	June 10, 2019 Date

South-Western City Schools Salary Schedule Effective August 1, 2019

Position	Days	1	2	3	4	5	6	7	8	9	10	11	12	14	16	18
Executive Director	260	109,456	112,192	114,997	117,872	120,819	123,839	126,935	129,474	130,769	132,077	133,398	134,732	137,427	140,176	142,980
Principal - HS	230	107,404	110,089	112,841	115,662	118,554	121,518	124,556	127,047	128,317	129,600	130,896	132,205	134,849	137,546	140,297
Principal - Career Academy	225	97,252	99,683	102,175	104,729	107,347	110,031	112,782	115,038	116,188	117,350	118,524	119,709	122,103	124,545	127,036
Director	260	96,457	98,868	101,340	103,874	106,471	109,133	111,861	114,098	115,239	116,391	117,555	118,731	121,106	123,528	125,999
Principal - MS	220	95,092	97,469	99,906	102,404	104,964	107,588	110,278	112,484	113,609	114,745	115,892	117,051	119,392	121,780	124,216
Coordinator I	260	93,036	95,362	97,746	100,190	102,695	105,262	107,894	110,052	111,153	112,265	113,388	114,522	116,812	119,148	121,531
Asst. Principal - HS	225	92,353	94,662	97,029	99,455	101,941	104,490	107,102	109,244	110,336	111,439	112,553	113,679	115,953	118,272	120,637
Principal - IS	215	90,923	93,196	95,526	97,914	100,362	102,871	105,443	107,552	108,628	109,714	110,811	111,919	114,157	116,440	118,769
Principal - ES	210	86,195	88,350	90,559	92,823	95,144	97,523	99,961	101,960	102,980	104,010	105,050	106,101	108,223	110,387	112,595
Coordinator II	225	86,195	88,350	90,559	92,823	95,144	97,523	99,961	101,960	102,980	104,010	105,050	106,101	108,223	110,387	112,595
Asst. Principal - MS & CA	210	80,722	82,740	84,809	86,929	89,102	91,330	93,613	95,485	96,440	97,404	98,378	99,362	101,349	103,376	105,444
Asst. Principal - IS	205	78,800	80,770	82,789	84,859	86,980	89,155	91,384	93,212	94,144	95,085	96,036	96,996	98,936	100,915	102,933
Supervisor I	260	72,514	74,689	76,930	79,238	81,615	84,063	86,585	88,750	89,859	90,982	92,119	93,270	95,602	97,992	100,442
Supervisor II	260	52,678	54,258	55,886	57,563	59,290	61,069	62,901	64,474	65,280	66,096	66,922	67,759	69,453	71,189	72,969

MS+15 - $Add\ 2\%$ to above salary; MS+30 - $Add\ 3\%$ to above salary; Ph.D. - $Add\ 4\%$ to above salary.

Work experience: 5 to 9 Years - Add 2% to above salary; 9 + Years - Add 3% to above salary

South-Western City Schools Salary Schedule Effective August 1, 2020

Position	Days	1	2	3	4	5	6	7	8	9	10	11	12	14	16	18
Executive Director	260	112,192	114,997	117,872	120,819	123,839	126,935	130,108	132,710	134,037	135,377	136,731	138,098	140,860	143,677	146,551
Principal - HS	230	110,089	112,841	115,662	118,554	121,518	124,556	127,670	130,223	131,525	132,840	134,168	135,510	138,220	140,984	143,804
Principal - Career Academy	225	99,683	102,175	104,729	107,347	110,031	112,782	115,602	117,914	119,093	120,284	121,487	122,702	125,156	127,659	130,212
Director	260	98,868	101,340	103,874	106,471	109,133	111,861	114,658	116,951	118,121	119,302	120,495	121,700	124,134	126,617	129,149
Principal - MS	220	97,469	99,906	102,404	104,964	107,588	110,278	113,035	115,296	116,449	117,613	118,789	119,977	122,377	124,825	127,322
Coordinator I	260	95,362	97,746	100,190	102,695	105,262	107,894	110,591	112,803	113,931	115,070	116,221	117,383	119,731	122,126	124,569
Asst. Principal - HS	225	94,662	97,029	99,455	101,941	104,490	107,102	109,780	111,976	113,096	114,227	115,369	116,523	118,853	121,230	123,655
Principal - IS	215	93,196	95,526	97,914	100,362	102,871	105,443	108,079	110,241	111,343	112,456	113,581	114,717	117,011	119,351	121,738
Principal - ES	210	88,350	90,559	92,823	95,144	97,523	99,961	102,460	104,509	105,554	106,610	107,676	108,753	110,928	113,147	115,410
Coordinator II	225	88,350	90,559	92,823	95,144	97,523	99,961	102,460	104,509	105,554	106,610	107,676	108,753	110,928	113,147	115,410
Asst. Principal - MS & CA	210	82,740	84,809	86,929	89,102	91,330	93,613	95,953	97,872	98,851	99,840	100,838	101,846	103,883	105,961	108,080
Asst. Principal - IS	205	80,770	82,789	84,859	86,980	89,155	91,384	93,669	95,542	96,497	97,462	98,437	99,421	101,409	103,437	105,506
Supervisor I	260	74,327	76,557	78,854	81,220	83,657	86,167	88,752	90,971	92,108	93,259	94,425	95,605	97,995	100,445	102,956
Supervisor II	260	53,995	55,615	57,283	59,001	60,771	62,594	64,472	66,084	66,910	67,746	68,593	69,450	71,186	72,966	74,790

MS+15 - Add 2% to above salary; MS+30 - Add 3% to above salary; Ph.D. - Add 4% to above salary.

Work experience: 5 to 9 Years - Add 2% to above salary; 9 + Years - Add 3% to above salary

South-Western City Schools Salary Schedule Effective August 1, 2021

Position	Days	1	2	3	4	5	6	7	8	9	10	11	12	14	16	18
Executive Director	260	114,997	117,872	120,819	123,839	126,935	130,108	133,361	136,028	137,388	138,762	140,150	141,552	144,383	147,271	150,216
Principal - HS	230	112,841	115,662	118,554	121,518	124,556	127,670	130,862	133,479	134,814	136,162	137,524	138,899	141,677	144,511	147,401
Principal - Career Academy	225	102,175	104,729	107,347	110,031	112,782	115,602	118,492	120,862	122,071	123,292	124,525	125,770	128,285	130,851	133,468
Director	260	101,340	103,874	106,471	109,133	111,861	114,658	117,524	119,874	121,073	122,284	123,507	124,742	127,237	129,782	132,378
Principal - MS	220	99,906	102,404	104,964	107,588	110,278	113,035	115,861	118,178	119,360	120,554	121,760	122,978	125,438	127,947	130,506
Coordinator I	260	97,746	100,190	102,695	105,262	107,894	110,591	113,356	115,623	116,779	117,947	119,126	120,317	122,723	125,177	127,681
Asst. Principal - HS	225	97,029	99,455	101,941	104,490	107,102	109,780	112,525	114,776	115,924	117,083	118,254	119,437	121,826	124,263	126,748
Principal - IS	215	95,526	97,914	100,362	102,871	105,443	108,079	110,781	112,997	114,127	115,268	116,421	117,585	119,937	122,336	124,783
Principal - ES	210	90,559	92,823	95,144	97,523	99,961	102,460	105,022	107,122	108,193	109,275	110,368	111,472	113,701	115,975	118,295
Coordinator II	225	90,559	92,823	95,144	97,523	99,961	102,460	105,022	107,122	108,193	109,275	110,368	111,472	113,701	115,975	118,295
Asst. Principal - MS & CA	210	84,809	86,929	89,102	91,330	93,613	95,953	98,352	100,319	101,322	102,335	103,358	104,392	106,480	108,610	110,782
Asst. Principal - IS	205	82,789	84,859	86,980	89,155	91,384	93,669	96,011	97,931	98,910	99,899	100,898	101,907	103,945	106,024	108,144
Supervisor I	260	76,185	78,471	80,825	83,250	85,748	88,320	90,970	93,244	94,410	95,590	96,785	97,995	100,445	102,956	105,530
Supervisor II	260	55,345	57,005	58,715	60,476	62,290	64,159	66,084	67,736	68,583	69,440	70,308	71,187	72,967	74,791	76,661

MS+15 - $Add\ 2\%$ to above salary; MS+30 - $Add\ 3\%$ to above salary; Ph.D. - $Add\ 4\%$ to above salary.

Work experience: 5 to 9 Years - Add 2% to above salary; 9 + Years - Add 3% to above salary

South-Western City Schools Variable Compensation Structure Effective August 1, 2019

	Raca Pa	y Schedule								
Position Days Minimum Middle Maximu										
Executive Director	260	113,740.00	131,980.00	148,720.00						
Principal - HS	230	111,630.00	129,540.00	145,930.00						
Principal - Career Academy	225	101,040.00	117,330.00	132,210.00						
Director	260	100,220.00	116,290.00	131,050.00						
Principal - MS	220	98,840.00	114,650.00	129,180.00						
Coordinator I	260	96,750.00	112,220.00	126,390.00						
Asst. Principal - HS	225	95,930.00	111,400.00	125,470.00						
Principal - IS	215	94,540.00	109,640.00	123,620.00						
Principal - ES	210	89,530.00	103,950.00	117,230.00						
Coordinator II	225	89,530.00	103,950.00	117,230.00						
Asst. Principal - MS	210	83,830.00	97,320.00	109,770.00						
Asst. Principal - IS	205	81,880.00	95,000.00	107,100.00						
Supervisor I	260	75,360.00	90,010.00	104,530.00						
Supervisor II	260	54,770.00	65,470.00	75,930.00						

Variable Compensation									
Category Minimum Middle Maximum									
Base Pay Range	< 95% of Middle	95% < Middle < 105%	105% <						
Variable Comp Range	0% to 5%	0% to 3.4%	0% to 2%						
Portion of Retained Variable Comp 60% 55% 50%									
Individuals at the maxiumum	will not be eligible to retain	n any portion of the variable pa	ay on the base pay.						

	Minimum									
	Variable Retained									
1 Goal	1.25%	0.75%								
2 Goals	2.50%	1.50%								
3 Goals	3.75%	2.25%								
4 Goals	5.00%	3.00%								

	Middle	
	<u>Variable</u>	Retained
1 Goal	0.85%	0.47%
2 Goals	1.70%	0.94%
3 Goals	2.55%	1.41%
4 Goals	3.40%	1.88%

Maximum			
	<u>Variable</u>	Retained	
1 Goal	0.50%	0.25%	
2 Goals	1.00%	0.50%	
3 Goals	1.50%	0.75%	
4 Goals	2.00%	1.00%	

South-Western City Schools Variable Compensation Structure Effective August 1, 2020

Base Pay Schedule				
Position	Days	Minimum	Middle	Maximum
Executive Director	260	116,580.00	135,280.00	152,440.00
Principal - HS	230	114,420.00	132,780.00	149,580.00
Principal - Career Academy	225	103,570.00	120,260.00	135,520.00
Director	260	102,730.00	119,200.00	134,330.00
Principal - MS	220	101,310.00	117,520.00	132,410.00
Coordinator I	260	99,170.00	115,030.00	129,550.00
Asst. Principal - HS	225	98,330.00	114,190.00	128,610.00
Principal - IS	215	96,900.00	112,380.00	126,710.00
Principal - ES	210	91,770.00	106,550.00	120,160.00
Coordinator II	225	91,770.00	106,550.00	120,160.00
Asst. Principal - MS	210	85,930.00	99,750.00	112,510.00
Asst. Principal - IS	205	83,930.00	97,380.00	109,780.00
Supervisor I	260	77,240.00	92,260.00	107,140.00
Supervisor II	260	56,140.00	67,110.00	77,830.00

Variable Compensation			
Category	Minimum	Middle	Maximum
Base Pay Range	< 95% of Middle	95% < Middle < 105%	105% <
Variable Comp Range	0% to 5%	0% to 3.4%	0% to 2%
Portion of Retained Variable Comp	60%	55%	50%
Individuals at the maxiumum will not be eligible to retain any portion of the variable pay on the base pay.			

Minimum		
	<u>Variable</u>	Retained
1 Goal	1.25%	0.75%
2 Goals	2.50%	1.50%
3 Goals	3.75%	2.25%
4 Goals	5.00%	3.00%

	Middle	
	Variable	Retained
1 Goal	0.85%	0.47%
2 Goals	1.70%	0.94%
3 Goals	2.55%	1.41%
4 Goals	3.40%	1.88%

Maximum			
	<u>Variable</u>	Retained	
1 Goal	0.50%	0.25%	
2 Goals	1.00%	0.50%	
3 Goals	1.50%	0.75%	
4 Goals	2.00%	1.00%	

South-Western City Schools Variable Compensation Structure Effective August 1, 2021

Base Pay Schedule				
Position	Days	Minimum	Middle	Maximum
Executive Director	260	119,490.00	138,660.00	156,250.00
Principal - HS	230	117,280.00	136,100.00	153,320.00
Principal - Career Academy	225	106,160.00	123,270.00	138,910.00
Director	260	105,300.00	122,180.00	137,690.00
Principal - MS	220	103,840.00	120,460.00	135,720.00
Coordinator I	260	101,650.00	117,910.00	132,790.00
Asst. Principal - HS	225	100,790.00	117,040.00	131,830.00
Principal - IS	215	99,320.00	115,190.00	129,880.00
Principal - ES	210	94,060.00	109,210.00	123,160.00
Coordinator II	225	94,060.00	109,210.00	123,160.00
Asst. Principal - MS	210	88,080.00	102,240.00	115,320.00
Asst. Principal - IS	205	86,030.00	99,810.00	112,520.00
Supervisor I	260	79,170.00	94,570.00	109,820.00
Supervisor II	260	57,540.00	68,790.00	79,780.00

Variable Compensation			
Category	Minimum	Middle	Maximum
Base Pay Range	< 95% of Middle	95% < Middle < 105%	105% <
Variable Comp Range	0% to 5%	0% to 3.4%	0% to 2%
Portion of Retained Variable Comp	60%	55%	50%
Individuals at the maxiumum will not be eligible to retain any portion of the variable pay on the base pay.			

Minimum			
	<u>Variable</u>	Retained	
1 Goal	1.25%	0.75%	
2 Goals	2.50%	1.50%	
3 Goals	3.75%	2.25%	
4 Goals	5.00%	3.00%	

	Middle	
	Variable	Retained
1 Goal	0.85%	0.47%
2 Goals	1.70%	0.94%
3 Goals	2.55%	1.41%
4 Goals	3.40%	1.88%

Maximum			
	<u>Variable</u>	Retained	
1 Goal	0.50%	0.25%	
2 Goals	1.00%	0.50%	
3 Goals	1.50%	0.75%	
4 Goals	2.00%	1.00%	

INDEX	SECTION	PAGE
100 Hours of Credit (Classified)	1600.4	49
Absences - Sick Leave	1300	29
Absences for Other Reasons	1500	43
Administrative Reorganization (Not R.I.F.)	511	11
Accumulated Leave Plan	1621	63
Administrative Seniority - R.I.F.	1002	20
Advancing Sick Leave	1300.6	32
Agreement - Signatures		66
Amendment Procedures - Agreement	101	2
Annual Salary	701	15
Appendix	, , , ,	67
Approval and Ratification	300.7	5
Assault Leave	1304	36
Assessment-Evaluation Cycle	1101	25
Association Rights and Working Conditions	500	8
Attending a Funeral		44
Bachelor's Degree Plus 15 C.E.U. (Classified)	1600.41	49
Binding Agreement	100.5	1
Calamity Days - Pay	1609.1	55
Caucus	300.6	5
Changes to Salary Position Classification	510	11
Closing - Long Term Emergency	503	8
Closing School - Emergency		8
Complaints Concerning Administrators - Handling of		28
Confidentiality of Salary Information		54
Consultant in an Educational Capacity	1505	48
Contracts - Sequence of	601	13
Contractual Year	700	15
Credit for Previously Earned Sick Leave	1300.5	31
· · · · · · · · · · · · · · · · · · ·	1600.51	50
Credit Verification - Salary		
Date of Payment - Salary	1611 702.1	56 15
Days of Service - Changes in		
Days of Service and Job Descriptions	702	15 43
Deceased Student or Employee, Absences		43 59
Deduction for Absence or Separation		
Deferred Vacation - Interviews		10 17
Definition - Administrative Reassignment	801.1	17
Definition - Grievances, Days	401.1	6
Definition - Professional Conflict	401.2	6
Definition - Promotions	800.1	17
Definition - Seniority, R.I.F.	1003	21
Dependent Tuition Waiver	506	9
Direct Deposit of Pay	1614	57
Discussions - Procedures for	300	4
Displaced Administrators, Obligations of	1006	23
Drug-Free Workplace Act	1700	65
Drug-Free Workplace Act/Smoking	1700	65
Earned Doctorate Credit	1600.3	48
Emergency Closing	502	8

INDEX	SECTION	PAGE
Emergency Closing - Pay	1609	55
Evaluation – Overall Evaluation Model Components		25
Evaluation Review Process		26
Franklin County Teachers Federal Credit Union	1616.7	58
Funeral - Attending		44
Good Faith		4
Grievances - General Policy (Resolution of Conflict)	400	6
Group Insurance - Payment Authorization	1616.6	48
Hospitalization - Insurance Coverages	1616.1071	61
Hospitalization and Surgical - Insurance	1616.10	59
Impasse - Discussions	301	5
In Accordance with Law	100.6	2
Income Tax - City		58
Income Tax - Federal	1616.2	58
Income Tax - Ohio	1616.3	58
Insurance - Application Procedures	1616.105	61
Insurance - Full-Time Employees	1616.101	59
Insurance - Less Than Full-Time	1616.102	59
Insurance Coverage During Leave of Absence		60
Insurance Coverage Guarantee		61
Insurance Coverages		61
Insurance Files and Program Information		61
Judicial Absences		43
Judicial Absences - Required to Appear		43
Jury Duty		43
Leave of Absence - Employee Requested		38
Leave of Absence - Insurance Coverage		60
Leaves - Unpaid		38
Liability Insurance - Coverage		57
Life Insurance - Term		61
Long Term Emergency Closing		8
Long Term Projects		54
Mail Service - Paychecks		57
Major Medical - Insurance Coverages		61
Management Recommendation Rights		8
Management Rights		3
Masters' Degree Plus 15 Hours Credit		49
Masters' Degree Plus 30 Hours Credit		49
Mediator Duties - Impasse		5
Mediator Role		5
Medical Insurance		59
Medical Insurance - Flexible Spending Plan		63
Mileage Reimbursement		54
Military Leave - Extended		40
Military Leave - Temporary		36
Negotiations - See Procedures for Regular Discussions		4
Non-Paid Vacation Days		41
Non-Paid Holidays		36
y	-	

INDEX SE	CTION	PAGE
Notice of Assignment	801.4	18
Parties Defined (Agreement)	100.1	1
Pay Communications	1613	57
Pay During Emergency Closing	1609	55
Pay Requirements	1604.2	52
Paycheck Distribution	1611.2	57
Paycheck Errors	1612	57
Payment of Insurance - Premiums Table	1616.104	60
Payroll Deductions	1616	57
Payroll Option Selection Procedure	1610.1	56
Permanent Personnel Files	1200.3	28
Personal Leave (Paid)	1301	33
Personal Leave - Misuse	1301.3	35
Personal Leave - Short-Term (Non-Paid)	1402	40
Personal Leave Restrictions and Exceptions	1301.1	33
Personnel Files	1200	27
Personnel Files - Maintenance Of	1200.1	27
Political Action Deduction	1616.8	59
Preamble, Implementation and Duration of Agreement	100	1
Procedures for Making Reduction in Force	1001	20
Procedures for Promotion	800.4	17
Procedures for Reassignment	801.2	18
Procedures for Regular Discussions	300	4
Professional Conflicts Outside the Management Team	403	7
Professional Conflicts Within the Management Team	402	6
Professional Leave Account	1504.24	45
Professional Meeting Requests - Guidelines for Approval	1504.2	45
Professional Meetings - Application Procedures	1504.1	44
Professional Meetings - Criteria for Applications	1504.3	46
Professional Meetings - Criteria for Reimbursement of Expenses	1504.4	46
Professional Meetings - Reimbursement Guidelines	1504.5	47
Professional Meetings and Conferences, Attending	1504.5	44
Promotions and Reassignments	800	17
Provide Information	300.5	4
R.I.F Board of Education Rights	1009	24
R.I.F Due Process	1007	23
R.I.F Other Considerations	1007	23
Reassignments	801	17
Recall from Reassignment	1005	22
Recognition of Association	1003	22
Reduction and Displacement	1004	21
	1004	20
Reduction in Force	1604.4	20 54
Reemployment Salary Placement - Returning to District		_
Regular and Disability Retirement	901	19 26
Religious Leave (Paid)	1302	36
Reporting Absences	1300.1	29

INDEX	SECTION	PAGE
Representation	300.2	4
Request to Meet		4
Resignations		19
Resolution of Conflict (Grievances) General Policy		6
Retirement		19
Retirement - Payroll Deductions		57
· · · · · · · · · · · · · · · · · · ·		19
Retirement Incentive		-
Retirement Incentive		62 57
Retirement Pick Up and Payment		57
Right to Interview		9
Salary (Annual)		15
Salary - Adoption of Annual		15
Salary - Changing of Annual	701.2	15
Salary - Dates of Pay	1611	56
Salary Classifications	1603	52
Salary Consideration - Administrative Reorganization	511.3	12
Salary Deductions		57
Salary Matters - Conditions Related to		52
Salary Notification		51
Salary Placement		51
Salary Position Classification Changes		11
Salary Schedule - Adoption of		49
Salary Schedule - Credit Verification		50
Salary Schedule Step Progression		15
Salary Schedule Effective August 1, 2019 Regular		67
Salary Schedule Effective August 1, 2020		68
Salary Schedule Effective August 1, 2021		69
Salary Schedule Effective August 1, 2021 Variable Compensation		70
Salary Schedule Effective August 1, 2020		71
Salary Schedule Effective August 1, 2020		72
Saturday or Sunday Meetings		10
Scope of Agreement		10
		2
Scope of Discussions		_
Section 125 Flexible Spending Plan		63 20
Seniority Basis - R.I.F.		20
Seniority Definition - R.I.F.		
Sequence of Contracts		13
Sequence of Contracts - In Accordance With Law (ORC)		13
Severance Pay		54 5.5
Severance Pay - Payment Options		55
Short-Term Personal Leave (Non-Paid)		40
Sick Leave		29
Sick Leave - Credit Previously Earned		31
Sick Leave - Requirements and Limitations		30
Sick Leave - Severance Payment Calculation		55
Sick Leave - Utilization of		29
Sick Leave Allowance		29
Smoking - Drug-Free Workplace		65
Strike and Work Stoppages		8
Subpoenaed Witness (Appearing as a)		43
Superintendent Meetings - With Association		9
Superintendent Right - Administrative Reassignment		18
Supersedes Other Agreements		1
Supervisor File and Records	1200.2	28

INDEX	SECTION	PAGE
Supplemental Checks	. 1611.1	56
SWAA Employee Preference		17
Tax Sheltered Annuity	. 1616.51	58
Tentative Agreements		4
Term Life Insurance		61
Term of Agreement	. 100.2	1
Terminated Contract	. 1604.5	54
Transfer - Voluntary Request	. 801.5	18
Tuberculosis Screening		53
Unpaid Leave	. 1400	38
Unused Personal Leave Options		35
Utilization of Sick Leave		29
Vacancies - Promotions	. 800.2	17
Vacation - Deferred (Interviews)	. 508	10
Vacation Days (Non-Paid)	. 1403	43
Variable Compensation Goal Setting		25
Visitation		44
Work Stoppage	. 1609.2	55
Worker's Compensation		62
Working Conditions (Association Rights)		8