Wed, 09/10/2025 12:08:30 PM SERB

AGREEMENT

The South-Western City School District Board of Education does hereby recognize the South-Western Education Association for the purpose of professional negotiations for the term beginning 12:01 a.m. July 1, 2025, and ending midnight June 30, 2028.

0726-01
25-CON-01-0726
45914

Date: July 1, 2025

SOUTH-WESTERN CITY SCHOOL DISTRICT
BOARD OF EDUCATION

President of the Board

SOUTH-WESTERN EDUCATION ASSOCIATION

President of the Association

TABLE OF CONTENTS

ARTICLE I COLLECTIVE BARGAINING 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 Negotiations..... 3
Section 104 Academic Distress Commissions 3
Section 105 Severability.....4

ARTICLE II MANAGEMENT RIGHTS.....5

Section 200 Management Rights.....5

ARTICLE III NEGOTIATIONS 6

Section 300 Procedures For Regular Negotiations 6
Section 301 Inability To Reach Agreement 7

ARTICLE IV GRIEVANCES 9

Section 400 Definition Of A Grievance 9
Section 401 Grievance Procedures..... 10

ARTICLE V ASSOCIATION RIGHTS.....13

Section 500 Use Of District Facilities 13
Section 501 Payroll Deduction Of Association Dues 14
Section 502 Release Time For Association Officers And Members.... 15
Section 503 Committee Representation..... 17
Section 504 Access To Bargaining Unit Members' Information 17
Section 505 Non-Discrimination.....18

ARTICLE VI SEQUENCE OF CONTRACTS 19

Section 600 In Accordance With Law 19
Section 601 One Year Certificate/License Holders 19
Section 602 Provisional Certificate/License Holders 19
Section 603 Continuing Contracts 21
Section 604 Part-Time Employees..... 22
Section 605 Non-Renewal Of Limited Contracts..... 23
Section 606 Maintenance Of Certification/Licensure 24
Section 607 Changes In Law.....25

ARTICLE VII LENGTH OF CONTRACTUAL YEAR 27

Section 700 Bargaining Unit Members 27
Section 701 Those On Extended Time..... 27
Section 702 Those Newly Hired.....27

ARTICLE VIII PROMOTIONS, ASSIGNMENTS AND TRANSFERS.....28

Section 800 Promotions.....28

Section 801 Assignments....29
Section 802 Transfers....32

ARTICLE IX STATE TESTING....41

ARTICLE X REDUCTION IN FORCE....42

Section 1000 Reasons....42

ARTICLE XI STAFF DEVELOPMENT/EVALUATION....48

Section 1100 Professional Staff Evaluation....48
Section 1101 Program Of Professional Staff Development/ Evaluation (Non-Ohio Evaluation System)....52
General Guidelines....55
Section 1102 Program Of Professional Staff Development/Evaluation (Ohio Teacher Evaluation System)....62
Section 1103 Program Of Professional Staff Development/Evaluation (Ohio School Counselor Evaluation System)....71

ARTICLE XII FILES AND RECORDS....77

Section 1200 Personnel Files....77

ARTICLE XIII LEAVES - PAID....82

Section 1300 Sick Leave....82
Section 1301 Personal Leave (Paid)....88
Section 1302 Religious Leave (Paid)....91
Section 1303 Temporary Military Leave....92
Section 1304 Assault Leave....92

ARTICLE XIV LEAVES - UNPAID....95

Section 1400 Leaves Of Absence - Bargaining Unit Member Requested....95
Section 1401 Extended Military Leave....98
Section 1402 Short-Term Personal Leave (Non-Paid)....98

ARTICLE XV ABSENCES FOR OTHER REASONS....99

Section 1500 Time Lost With Judicial Proceedings....99
Section 1501 Honoring A Deceased Student Or Employee....100
Section 1502 Attending A Funeral....100
Section 1503 Visitation....100
Section 1504 Attendance At Professional Meetings And Conferences....101
Section 1505 Professional Initiatives Fund....107
Section 1506 Tuition Reimbursement....108

ARTICLE XVI SALARY AND BENEFITS....111

Section 1600 Placement On The Salary Schedule....111
Section 1601 Conditions Related To Salary Matters....112
Section 1602 Definition Of Year....117

Section 1603 Extracurricular Supplemental Contract Pay Considerations....117
Section 1604 Paycheck Distribution....124
Section 1605 Payroll Deductions....126
Section 1606 Retirement Incentive....131

ARTICLE XVII TEACHING CONDITIONS....133

Section 1700 Normal Teaching Day....133
Section 1701 Planning....150
Section 1702 Curriculum Development....157
Section 1703 Professional Growth....162
Section 1704 Internal Substitution....164
Section 1705 Critical Building Concerns....166
Section 1706 Special Education....168
Section 1707 Students With 504 Plans....174
Section 1708 Medical Procedures And Medication....174

ARTICLE XVIII PART - TIME BARGAINING UNIT MEMBERS..175

Section 1800 Contracts....175
Section 1801 Benefits....175
Section 1802 Scheduled Workday....175
Section 1803 General Provisions....176

ARTICLE XIX DRUG - FREE WORKPLACE ACT/SMOKING....177

Section 1900 Drug-Free Workplace Act....177
Section 1901 Smoking....178

ARTICLE XX SITE - BASED DECISION-MAKING....179

Section 2000 Definition....179
Section 2001 Organization....179
Section 2002 Site Steering Committee Functions....180
Section 2003 Training....181
Section 2004 Consensus....182
Section 2005 Accountability....183
Section 2006 Decision-Making Parameters....183

ARTICLE XXI COMMUNITY SERVICES....185

Section 2100....185

ARTICLE XXII MEMORANDA OF UNDERSTANDING....186

SECTION 2200 Memoranda Of Understanding....186

ARTICLE XXIII DISTRICT WIDE WAIVERS....187

Appendix A - Salary Schedule Index And Salary Schedules...188

Appendix B - Extracurricular Salary Schedule....193

Appendix C - Support Personnel Salary Schedule....197

Appendix D - Support Personnel Salary Schedule And Extended Time Supplemental Contracts 198

Appendix E - Student Day.....200

Memoranda Of Understanding (MOU) 201

ARTICLE I

COLLECTIVE BARGAINING AGREEMENT

SECTION 100
PREAMBLE, IMPLEMENTATION, & DURATION OF AGREEMENT

A. This collective bargaining agreement (hereafter "Agreement") is entered into between the South-Western City School District Board of Education (hereafter "Board") and the South-Western Education Association/OEA/NEA (hereafter "Association" or "SWEA").

B. This Agreement shall be effective as of 12:01 A.M., July 1, 2025, and shall continue in full force and effect through midnight, June 30, 2028.

C. This Agreement contains the full and complete agreement between the parties.

D. This Agreement supersedes any Board rules, procedures, or policies not consistent with the terms of this Agreement. All prior negotiated agreements between the parties not contained herein are void.

E. Throughout this Agreement seniority shall be defined as continuous employment in the bargaining unit within the District and shall be computed from the bargaining unit member's most recent beginning date of service for the current term of employment in the bargaining unit. Seniority shall not be broken by an unpaid or disability leave of absence, but shall not be accrued during these leaves.

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

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

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

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

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

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

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

SECTION 101
AMENDMENT PROCEDURES

The President of the Association and the Superintendent may meet privately during the term of the Agreement for the purpose of discussing the amendment of this Agreement. Any mutual proposal for amendment will be referred to the Joint Negotiating Committee and, if the amendment is mutually agreed upon by the Joint Committee, it will be submitted for ratification by the representative Council of the Association and the Board. No public discussion or disclosure of the desire for amendment shall take place prior to or unless mutually agreed to be submitted to the Joint Negotiating Committee.

SECTION 102
RECOGNITION OF ASSOCIATION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated/ licensed personnel employed by the Board, (but excluding substitutes, supervisors as defined in ORC 4117.01 {F} and management level personnel as defined in ORC 4117.01 {L}). The bargaining unit does not include Adult Basic Education Instructors, Community Education

Instructors, and regular hourly employees working fewer than five (5) hours per day.

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

SECTION 103
SCOPE OF NEGOTIATIONS

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

The Board is not required to bargain on subjects reserved to it as management rights except as these might affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

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

SECTION 104
ACADEMIC DISTRESS COMMISSIONS

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the

parties is to emerge from said distress with this Agreement intact.

Both parties reserve the right to challenge any construction or implementation of R.C. 3302.10 or its provision by any person or entity, but no such challenge may be brought through this Agreement's grievance and arbitration provisions.

SECTION 105
SEVERABILITY

This Agreement supersedes and prevails over all conflicting statutes of the State of Ohio, to the extent permitted by law, all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel.

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

At the request of the Association, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact using the procedures set forth in Sections 300.2 through 300.6 and Section 301 of this Agreement. If the parties cannot reach agreement pursuant to these procedures and mutually agree they are at impasse, the Association may exercise those rights which it has pursuant to ORC Chapter 4117.

ARTICLE II

MANAGEMENT RIGHTS

SECTION 200
MANAGEMENT RIGHTS

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

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

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE III

NEGOTIATIONS

SECTION 300
PROCEDURES FOR REGULAR NEGOTIATIONS

300.1

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

300.2

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

300.3

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

300.4

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

300.5

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

300.6

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

SECTION 301
INABILITY TO REACH AGREEMENT

301.1

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

The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as they may deem appropriate to persuade the parties to resolve their differences and to affect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, recommend terms of settlement.

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

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

301.2

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

ARTICLE IV

GRIEVANCES

SECTION 400
DEFINITION OF A GRIEVANCE

400.1 Grievance

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

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

400.2 Definition of Days

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

400.3

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

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

400.4

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

400.5

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

400.6

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

400.7

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

400.8

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

SECTION 401
GRIEVANCE PROCEDURES

401.1

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

<u>Step I</u>

If the grievance is not resolved at the informal meeting or if an act or condition recurs which has been previously presented through informal procedures by a bargaining unit member, within five (5) days the grievant must reduce the claim to writing

on the appropriate form and submit it to their principal or immediate supervisor. Within five (5) days of the receipt of the grievance, the principal or immediate supervisor shall conduct a hearing and respond in writing to the claim within five (5) days of the hearing.

Step II

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

Step III

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

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

401.2

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

401.3

The fees and expenses of the arbitrator shall be paid by the non-prevailing party. If the non-prevailing party is not clearly

identifiable, the arbitrator's fees and expenses shall be apportioned between the parties by the arbitrator.

401.4

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

ARTICLE V

ASSOCIATION RIGHTS

The Association's following rights are exclusive of any other organization representing bargaining unit members.

SECTION 500
USE OF DISTRICT FACILITIES

A. Use of District facilities (except the District Service Center) for meetings. Meetings shall be arranged as to not interrupt normal school activities.

B. Use of school equipment located in District facilities (except the District Service Center) such as duplicating machines, typewriters, computers/technology, calculators, audio visual equipment, etc. The Association shall be responsible for damage to Board equipment provided, however, that such damage was due to Association negligence and not normal wear and tear. Board purchased consumable materials used by the Association (i.e., paper) shall be paid for by the Association at Board cost.

C. Use of faculty bulletin boards for Association related communications.

D. Use of the internal mail system for Association related communications.

E. At the conclusion of building staff meetings and District-wide staff meetings, SWEA representative(s) shall be given reasonable time to conduct Association business.

F. The SWEA President shall be allotted reasonable time at the first District staff meeting of the school year to address the staff. Reasonable time shall also be allotted for the Association President or their designee at the new hire orientation day.

SECTION 501
PAYROLL DEDUCTION OF ASSOCIATION DUES

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

1. The Association will submit a written authorization signed by the bargaining unit member for payroll deduction on a form provided by the Association to the Board's Treasurer on or before September 20th of any year the bargaining unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year.

2. Bargaining unit members may cancel membership during the month of August by delivering written notice to the Association Treasurer. On or before September 20th of each year, the Treasurer of SWEA will submit to the Treasurer of the Board a statement indicating the following for each Association member:

   a. the bargaining unit member's full legal name,

   b. their social security number,

   c. the monthly and annual dollar amount to be payroll deducted.

3. All deductions shall be made over eleven (11) or twenty-two (22) pays during the months October through August. For new bargaining unit members hired after January 1, 2000 all deductions will be made over twenty-two (22) pays for new employees.

4. If a bargaining unit member's employment ends, or if they go on an unpaid status before all deductions have been made, the unpaid balance will be deducted from their final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a unit member revokes their authorization before all deductions have been made, the unpaid balance will be deducted

from their next payroll check after the Board's Treasurer receives notification of such revocation.

5. The Treasurer of the Board will remit, on a monthly basis to the Treasurer of SWEA, payment of those dues which were payroll deducted. A computer listing will be sent along with the payment indicating those employees from whom the deductions were made and amount so deducted.

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

SECTION 502
RELEASE TIME FOR ASSOCIATION OFFICERS AND MEMBERS

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

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

Substitutes shall be assigned through the regular established procedure. Such notification shall be in writing.

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

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

The President will provide Assistant Superintendent - Personnel with a list of the official delegates and the day they will be absent from their regular assignment.

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

An unpaid leave of absence equivalent to one-half (½) time each for the Association President and Vice-President will be granted for each school year for the purpose of conducting Association business.

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

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

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

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

SECTION 503
COMMITTEE REPRESENTATION

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

SECTION 504
ACCESS TO BARGAINING UNIT MEMBERS' INFORMATION

The District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President upon request within a reasonable time:

1. Name;
2. Home address;
3. All phone numbers provided to the District;
4. Personal email address;
5. Work site;
6. Grade level and/or assignment;
7. Date of hire;

8. Seniority date;

9. Full time equivalent (FTE) status;

10. Employment Status (e.g. limited contract, continuing contract);

11. Type of Credential (e.g. provisional, professional, permanent);

12. An indication of whether the bargaining unit member is participating in payroll deduction of Association dues.

SECTION 505
NON-DISCRIMINATION

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), union membership/activism, or any other legally protected category, in its programs and activities, including employment opportunities and terms of employment. Such discrimination is prohibited by law and as such, any claim of discrimination on the basis of the foregoing shall not be the subject of a grievance, but may be brought in the proper legal forum.

The Board of Education shall comply with law regarding the release of any personally identifiable and medical information and shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

ARTICLE VI

SEQUENCE OF CONTRACTS

SECTION 600
IN ACCORDANCE WITH LAW

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

SECTION 601
ONE YEAR CERTIFICATE/LICENSE HOLDERS

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

SECTION 602
PROVISIONAL CERTIFICATE/LICENSE HOLDERS

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

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

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

B. The second contract granted to a bargaining unit member shall be a one (1) or a two (2) year limited contract.

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

D. The fourth and subsequent contracts granted to a bargaining unit member shall be a five (5) year limited contract.

E. A bargaining unit member who is placed on marginal or an Improvement Plan while holding a one (1) year contract or during the final year (the year the contract expires) of a

multi-year contract, and who is granted a subsequent contract at the expiration of the current contract, may receive a one (1) year probationary contract.

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

F. Supplemental Contracts

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

1. Supplemental contracts include the following positions and such other supplemental positions as the Board may establish. The listing of any supplemental position does not require that the position be filled.

   a. Support Personnel supplemental contracts are those issued for positions listed in Appendix C.

   b. Extracurricular supplemental contracts are those issued for positions listed in Appendix B. Section 605 will not apply to non-renewal of Extracurricular Supplemental Contracts. All Extracurricular Supplemental contracts will expire at the end of the stated term without the need for specific Board action of non-renewal. Board action to renew Extracurricular Supplemental Contracts for bargaining unit members will occur not later than June 1 of each year.

   c. Extended Service supplemental contracts are those issued for positions listed in Appendix D.

2. The resignation, retirement, termination, or non-renewal of the contract of any member of the bargaining unit shall include any supplemental contract held by that bargaining unit member.

3. Support Personnel Supplemental Contracts (Appendix C) will be issued annually and renewed from year-to-year. If a bargaining unit member holding a Support Personnel Supplemental Contract assignment has been evaluated as

provided in Section 1101 of the Agreement and found to be ineffective in the assignment, the Support Personnel Supplemental Contract for the assignment may not be issued for the next year. In the event that a Support Personnel Supplemental Contract is not awarded, the member will be reassigned to a position for which the member is certified/licensed.

4. Positions described on Appendix D will be evaluated using the evaluation forms mutually developed for those positions. All such evaluations will be conducted using the timelines and procedures of Article XI. After September 1, 1998, the evaluations of Appendix D positions will include all duties of the positions and no separate evaluations shall be required with respect to the supplementals.

SECTION 603
CONTINUING CONTRACTS

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

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

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

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

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

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

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

SECTION 604
PART-TIME EMPLOYEES

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

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

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

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

B. 1. Part-time bargaining unit members in their initial year of employment will be granted an interview for positions.

   2. Part-time bargaining unit members, upon completion of their second year of employment, will be offered a

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

SECTION 605
NON-RENEWAL OF LIMITED CONTRACTS

A. The Superintendent shall, on or before the tenth day of May, deliver or cause to be delivered to the bargaining unit member, a written notification of the intent of the Superintendent to recommend to the Board that the bargaining unit member will not be re-employed at the expiration date of the limited contract.

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

   1. In the event that the bargaining unit member desires a meeting with the Board, the bargaining unit member shall deliver or cause to be delivered, a written request to the Treasurer of the Board and Superintendent.

   2. The Board will give the bargaining unit member at least twenty-four hours written notice of the date, time and place of the meeting.

   3. The meeting shall be of private nature and shall be conducted in executive session of the Board.

   4. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by an association representative(s).

   5. The Board shall provide the bargaining unit member with written notice of its intention not to re-employ the bargaining unit member on or before the first day of June.

B. If the Board overrules the recommendation of the Superintendent for renewal, written reasons must be given for non-renewal by the Board.

1. In the event that the bargaining unit member desires a meeting with the Board, the bargaining unit member shall deliver or cause to be delivered, a written request to the Treasurer of the Board and the Superintendent. This request shall be made within seven (7) days of the Board action.

2. The meeting will be held at the next regularly scheduled meeting of the Board.

3. The meeting shall be of private nature and shall be conducted in executive session of the Board.

4. The bargaining unit member shall have the right to be accompanied at the meeting and to be represented by an association representative(s).

C. The employment contracts of bargaining unit members who have completed at least three consecutive limited contracts* of employment with the District will not be non-renewed except for just cause. For purposes of this paragraph, no supplemental contract shall be construed as a limited contract.

D. The Board and the Association intend, to the fullest extent permitted by law, that the provision of this Agreement regarding the renewal and non-renewal of expiring limited contracts and the rights of the parties following such renewal or non-renewal shall supersede and take the place of any and all provisions of Revised Code 3319.11 and 3319.111 as such provisions currently exist or may hereafter be amended.

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

SECTION 606
MAINTENANCE OF CERTIFICATION/LICENSURE

A. Bargaining unit members hired on or after January 1, 2000, will maintain in effect all teaching certificates/ licenses* held on the date of hire for a period of five (5) years.

B. Bargaining unit members hired prior to January 1, 2000 will maintain in effect all teaching certificates/licenses required to meet their current assignments.

C. Bargaining unit members who fail to maintain certification/licensure for any area of their current assignment will be paid on the substitute rate of pay and assigned duties as substitute teachers for a period of up to sixty (60) school days beginning September 15th or until renewal of certification/licensure, whichever is sooner. If the bargaining unit member is assigned duties in their current assignment, the individual shall be responsible for lesson plans. If the only available courses necessary for recertification are offered during the bargaining unit member's normal teaching day, they will be permitted to take those courses with resulting loss of pay for those days absent. If the certificate has not been renewed at the end of sixty (60) days, the bargaining unit member shall be deemed to have abandoned employment with the District and all rights of employment shall end at that time.

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

D. The Board will incur the cost of one BCI check and one FBI check for each Bargaining Unit Member once every five (5) years, if done through the South-Western City Schools.

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

SECTION 607
CHANGES IN LAW

If, during the term of this Agreement there is a change in Ohio law governing the award of continuing teaching contracts (ORC 3319.08 or 3319.11) or the termination of teaching contracts (ORC 3319.16, 3319.161) which impacts the rights or responsibilities of the Board, the Association, or the bargaining unit members, the Board or Association may reopen negotiations for the sole purpose of negotiating over such change(s) in the

law. The right to reopen may be exercised by either party by written notice to the other not earlier than 45 days prior to the effective date of the legislation, nor later than 45 days after the effective date of the legislation. Negotiations will be conducted in the manner provided in Article III.

ARTICLE VII

LENGTH OF CONTRACTUAL YEAR

SECTION 700
BARGAINING UNIT MEMBERS

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

SECTION 701
THOSE ON EXTENDED TIME

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

SECTION 702
THOSE NEWLY HIRED

Newly hired bargaining unit members who are required by administration to attend New Hire Orientation activities prior to the first contract day shall be paid at the daily substitute rate.

ARTICLE VIII

PROMOTIONS, ASSIGNMENTS AND TRANSFERS

SECTION 800
PROMOTIONS

800.1 Definitions

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

800.2 Vacancies

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

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

Positions will be held open for a period of three (3) work days (teacher or DSC in the summer), to begin the day of the posting.

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

800.3 Request for Interview

Bargaining unit members who have applied for a vacant promotional position will be interviewed for the first position for which they apply and are certified each school year. If the bargaining unit member applies for subsequent positions that school year, they will be considered (if certified), but will not need to be interviewed again, unless requested by either party. For promotional positions outside the bargaining unit, they will be limited to two (2) interviews per identical job title from September 1 through August 31.

SECTION 801
ASSIGNMENTS

801.1 Responsibility of Assistant Superintendent - Personnel

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

801.2 Responsibility of Building Principal

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

801.3 Assignment in Area of Certification/Licensure

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

801.4 Notification of Assignment

Bargaining unit members should be notified by the last day of the school year of their tentative assignment. Each member is subject to assignment annually with the welfare of the students as the primary consideration. The Superintendent reserves the right to make reassignments at a later date if, in their judgment, it is to the best interest of the students and schools. Bargaining unit members involuntarily reassigned to a different position after the first day of school will be provided a substitute for up to two (2) days as necessary to prepare for the new assignment.

801.5 Regular Bargaining Unit Members' Preference

Bargaining unit members presently employed in the District shall receive first consideration in their requests for assignment and/or transfer, provided that the bargaining unit member affirmatively responds to the invitation for an interview or the notice of consideration for the assignment/transfer within two (2) work days (teacher or DSC in the summer) of being contacted by administration.

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

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

The principal shall be responsible for recommending staff members for extracurricular supplemental positions within their building to the Superintendent or their designee. Those persons recommended shall be certificated bargaining unit members from the District staff, with exception being made only with approval of the Superintendent or their designee consistent with the provisions of ORC Section 3313.53.

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

All Head Coaching positions shall be posted district wide for a period of four (4) work days (teacher or DSC in the summer), beginning with the day of the posting. All other extracurricular supplemental positions shall be posted for a period of four (4) work days (teacher or DSC in the summer) where the vacancy exists.

All job openings for positions in Adult Education will be posted as such jobs become available for a period of four (4) work days (teacher or DSC in the summer), beginning with the day of the posting. Response to job postings will be in writing and shall be

submitted to the Assistant Superintendent - Personnel. Such response shall include a resume listing the applicant's qualifications for the job posted.

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

801.7 Reassignment within Building

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

801.8 Teacher on Special Assignment

801.81 Special Assignment Defined

The position of bargaining unit member on special assignment is one established for the purpose of addressing specific needs of the District which are of a temporary nature.

801.82 Duration

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

801.83 Guidelines

A. Special Assignment positions will be determined by the Superintendent. Such assignments may be suggested by the Association.

B. Special Assignment positions that are promotional will be posted and filled pursuant to Section 800.2.

C. Non-promotional special assignment positions will be filled in one of two ways:

1. In accordance with Section 800.2, except that the Board may limit the number of interviews for a given position to ten (10) based on a published screening process.

2. At the discretion of the Board.

801.84 Notification to Association President

No later than October 15, the Superintendent or their designated representative shall provide the Association President the names and position titles of bargaining unit members who are designated as Teachers on Special Assignment for that school year.

SECTION 802
TRANSFERS

802.1 Vacancy Defined

Vacancies in bargaining unit positions are those non-promotional positions vacated as a result of death, resignation, retirement, termination of contract, non-renewal of contract, transfer, or the grant of a disability leave of absence for a duration of one year or more, promotion or the creation of a new position. The existence of a vacancy and selection of the person to fill that vacancy shall be determined by the Superintendent. When the Superintendent determines that a vacancy is to be filled it shall be filled as follows:

802.2 Posting

Any vacancies after July 10th, to be filled in the current school year will be posted but will not need to be posted for any minimum period. Moreover, because of the urgency to fill these

positions, the bargaining unit member interview and preference requirements contained in this Agreement do not apply.

During the period beginning October 1 to and including July 10th, vacancies to be filled for the next school year shall be posted via District email or on the website for a period of at least three (3) work days (teacher or DSC in the summer), to begin the day of the posting.

Promotional vacancies will be posted on the school district's website or email for at least three (3) work days (teacher or DSC in the summer), to begin the day of the posting, and will be posted year-round.

In lieu of posting a one-half position vacancy mid-year, the Board may offer the one-half position to a bargaining unit member who is currently serving a one-half position in the same building. If offered, the bargaining unit member may accept or decline the one-half position.

If the process results in a one-half position vacancy in another building that is not filled by the process above, the Board shall first attempt to fill the position with a permanent substitute. If one is not available, the Board shall fill the one-half vacancy with a substitute for the remainder of the year.

802.3 Application

802.31

Bargaining unit members may apply for vacant positions by submitting an online or written application to the Personnel Office during the posting period.

802.32

There may be situations and times when a bargaining unit member is not selected for a vacant position. A bargaining unit member not selected to fill a vacant position may request a conference. At such conference the member will be given the reason or reasons for denial of the transfer request.

802.33

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

802.34

Bargaining unit members who have applied for a vacant position will be interviewed if they are certified and are generally limited to one (1) interview per school building from October 1 through July 10. Bargaining unit members will be considered for subsequent vacant positions in the building in which they have previously applied in the school year, but need not be interviewed a second time, unless requested by either party.

802.4 Regular Bargaining Unit Members' Preference

Bargaining unit members presently employed in the District shall receive first consideration of their request for assignment to a vacant position, provided that the bargaining unit member affirmatively responds to the invitation for an interview or the notice of consideration for the vacant position within two (2) work days (teacher or DSC in the summer) of being contacted by administration.

802.5 Involuntary Transfers

802.51

A bargaining unit member being transferred at the initiation of the administration constitutes an involuntary transfer. Involuntary transfers will only be made after a conference between the employee being transferred, principal, or immediate supervisor, and the Assistant Superintendent -Personnel. An Association representative may be present at the option of the employee.

802.52

A bargaining unit member being transferred at the initiation of the administration shall be told of the reasons for the transfer. These reasons will be reduced to writing at the request of the bargaining unit member. At the time of notification of the impending transfer, the administration shall advise the bargaining unit member of the position/assignment to which they are being transferred. In the event that the bargaining unit member is not transferred to a specific position/assignment, the administration will supply the bargaining unit member with a list of all available openings for which the bargaining unit member qualifies. The bargaining unit member will continue to receive information on openings on a timely basis until they have been placed.

802.53

Bargaining unit members being involuntarily transferred, but not to a specific position, will be given preference in interviewing for positions and shall be given preference for available positions prior to new personnel being hired into the district. If more than one bargaining unit member with the same training and certification/licensure is being involuntarily transferred, the bargaining unit member with the most seniority will be given preference in consideration for the position.

802.6 Involuntary Reassignment

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

F A C T O R S F O R PRESCHOOL - 6

Maximum	Building	Room	Grade Level
3 Days	X	X	X
2 Days	X	X	
2 Days		X	X
1 Day			X
1 Day		X	

F A C T O R S F O R 7 - 8

Maximum	Building or Room	Grade Level	Courses Taught
3 Days	X	X	X
2 Days	X	X	
2 Days	X		X
1 Day	X		
1 Day		X	
1 Day			X

F A C T O R S F O R 9 – 12

Maximum	Building or Room	Courses Taught
2 Days	X	X
1 Day	X	
1 Day		X

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

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

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

802.7 Assignment to New Schools

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

802.8 Overstaffing Situations

802.81 Overstaffing Situation (K-8)

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

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

2. An attempt will be made to resolve the overstaffing situation by voluntary decisions of one or more staff members who choose to apply for, and are accepted in, vacancies in other buildings.

3. If the overstaffing situation is not addressed through Item 2 above, then the least senior (district-wide seniority) bargaining unit member assigned to a grade level position in the building will be displaced. The

administration will provide the bargaining unit member with a list of all available openings. The bargaining unit member will continue to receive information on openings on a timely basis until they have been placed.

4. Bargaining unit members who remain in the building will be assigned to grade level positions by the building principal, pursuant to Section 801.2, except for those placed pursuant to Section 801.7, "Re-assignment within Building," where applicable. Section 801.7 will be applied after the displacement procedure outlined herein.

5. This policy shall not restrict the Board from instituting Article X, Reduction In Force. Neither shall the displacement of one or more bargaining unit members from one or more buildings be an additional reason for instituting a reduction in force

802.82 Overstaffing Situation (9-12)

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

1. Once it has been determined that the number of bargaining unit members assigned to a department or instructional category needs to be fewer than in the present school year (hereinafter referred to as an overstaffing situation), the administration will provide a list of known vacancies.

2. An attempt will be made to resolve the overstaffing situation by voluntary decision of one or more staff

members who choose to apply for, and are accepted in, vacancies in other buildings.

3. If the overstaffing situation is not addressed through Item 2 above, then the least senior (district-wide seniority) bargaining unit member(s) assigned to the department or instructional category will be displaced. The administration will post all available openings. The bargaining unit member will continue to receive information on openings on a timely basis until they have been placed.

4. If a bargaining unit member who would otherwise be displaced from the building pursuant to this procedure is the only individual within the department or instructional category who holds a certificate or license required by Ohio Department of Education and Workforce guidelines, for maintenance of a program or course, that individual will not be displaced. Other individuals that will not be displaced pursuant to this procedure, even if they have less seniority than other members of the department or category, are department heads, the head librarian, the head band director and the head vocal music director.

5. This policy shall not restrict the Board from instituting Article X, Reduction in Force. Neither shall the displacement of one or more bargaining unit members from one or more buildings be an additional reason for instituting a reduction in force.

802.9 Compensation for Moves to Newly Constructed Buildings

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

Bargaining unit members who move to a newly constructed building subsequent to the beginning of a school year shall receive a one-time only stipend (subject to all applicable deductions) of $200 for the packing and set up of materials. Effective with the 2017-2018 school year, they shall have no responsibilities on the inservice day at the end of the second grading period.

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

ARTICLE IX

STATE TESTING

The Administration will make every effort to balance responsibilities during testing to make the responsibilities as equitable as possible and will make every effort to minimize disruption to class time. However, as long as bargaining unit members are afforded their lunch and planning time, the Administration may assign them to state mandated testing within the contractual work day.

Testing schedules, logistics, and responsibilities will be created with the advice and input of each building's SSC, with the primary focus on creating a positive testing environment for the students, while creating minimal disruption to bargaining unit members' working conditions. Bargaining unit members shall receive preliminary testing schedules and responsibilities no later than two weeks prior to the start of testing, with the understanding that the schedules and responsibilities may need to be revised as needed.

Twice per year, the Administration shall seek the Association's advice and input as to the District's plan to meet the specific testing requirements as set forth by the ODE for that school year, including but not limited to, the use of delayed start for testing.

ARTICLE X

REDUCTION IN FORCE

SECTION 1000
REASONS

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

1000.1 Procedures for Making Reduction in Force

A. The teaching staff and the Association will be notified of the need to implement the reduction in force policy.

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

C. The Board shall suspend contracts in accordance with recommendation of the Superintendent who shall, within each teaching field affected, give preference to bargaining unit members as outlined below:

   Beginning with the 2016-2017 school year and continuing thereafter, the order of reduction in force shall utilize the bargaining unit member's three-year sum of final summative ratings, limited or continuing contract status, and seniority. Any reduction in force will begin with bargaining unit members in Comparable Group 8 (i.e., the Group with the lowest three-year sums) and end with Comparable Group 1. Members who fall within the same group as set forth below shall be deemed to have comparable evaluations and any reduction in force shall give preference to members who have greater seniority among members with comparable evaluations.

	Three-Year Sum	Continuing/ Limited Contract
Comparable Group 1:	9-12	Continuing Contract
Comparable Group 2:	9-12	Limited Contract
Comparable Group 3:	6-8	Continuing Contract
Comparable Group 4:	6-8	Limited Contract
Comparable Group 5:	4-5	Continuing Contract
Comparable Group 6:	4-5	Limited Contract
Comparable Group 7:	3	Continuing Contract
Comparable Group 8:	0-3	Limited Contract

For bargaining unit members evaluated under the Ohio Teacher Evaluation System and the Ohio School Counselor Evaluation System, points shall be based on the following scale:

Accomplished - 4 points
Skilled - 3 points
Developing - 2 points
Ineffective - 1 point

For bargaining unit members not evaluated under the Ohio Teacher Evaluation System, points shall be based on the following scale:

Not on marginal status at the end of the school year – 3 points.

On marginal status at the end of the school year – 1 point.

First year teachers shall be deemed to have a 0. Second year teachers shall have their points from year 1 multiplied by two (2). Third year teachers shall have the sum of their first and second year points divided by 2 and multiplied by 3.

Points shall be computed from the bargaining unit member's most recent beginning date of service for the current term of employment in the bargaining unit and the Three-Year Sum shall be calculated from the three

most recent final summative ratings, except as prescribed below.

Bargaining unit members in their first three years of service shall have their points calculated according to the table below:

	No Previous OTES/OSCES Rating	Previous OTES/OSCES Rating from outside South-Western
Year 1:	0	Sum of points from two most recent ratings.
Year 2:	(Points from rating in Year 1) x 2	Sum of points from three most recent ratings.
Year 3:	[(Points from rating Year 1 + Points from rating in Year 2)/2] x 3	Sum of points from three most recent ratings.

D. A seniority list shall be established for each teaching field affected by the implementation of the reduction in force policy.

E. A teaching field shall be defined as those grade levels/academic subjects which may be taught within a particular type of certificate issued by the State Department of Education.

F. A bargaining unit member to be suspended pursuant to this article and section who has certification in another academic area otherwise not affected by such reduction may displace another teacher in such area with such displacement being based on the following:

For the 2016-2017 school year and thereafter, such displacement shall be based on Three-Year Sum of evaluation ratings, Limited or Continuing contract, and seniority in accordance with the order described in Section C above.

1000.2 Bargaining Unit Member Obligation

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

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

1000.3 Bargaining Unit Members' Rights

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

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

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

    1. The first attempt to notify the bargaining unit member of the opening shall be by email.

    2. If the bargaining unit member cannot be reached by email through normal attempts, a letter notifying them of the opening shall be sent by registered mail to the bargaining unit member's last known address.

    3. The Board is obligated to wait five (5) days after posting of the registered letter for a response from the bargaining unit member.

4. Rejection of a position offer by a bargaining unit member on the reduction in force list shall be considered as a resignation, and a letter indicating the rejection of the position shall be placed in the bargaining unit member's file.

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

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

1000.4 Procedures for Recall

A. Bargaining unit members will be recalled for open positions in reverse order to fill positions for which they are certificated/licensed.

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

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

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

1. Acceptance of an offer of recall;

2. Refusal of an offer of recall;

3. Failure to respond to an offer of recall within five (5) days of notification or within five (5) days of the registered mail letter being posted;

4. The passage of two (2) years from the date of contract suspension; or

5. Resignation from employment with the District.

ARTICLE XI

STAFF DEVELOPMENT/EVALUATION

SECTION 1100
PROFESSIONAL STAFF EVALUATION

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

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

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

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

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

All bargaining unit members must be formally evaluated each year, except as otherwise provided in this Article.

EVALUATION REVIEW COMMITTEE

I. A Review Committee will be established to review problems arising as a result of the program for staff development and evaluation.

II. The primary function of the Committee will be to review cases in question in order to determine if the provisions of this Article have been properly implemented.

III. In the event the bargaining unit member feels the articles and sections of the Agreement for the implementation of the evaluation program have not been met by the

administration, the bargaining unit member may request a review of the case by the Evaluation Review Committee.

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

1. Two (2) DSC administrators appointed by the Superintendent.

2. Two (2) Association representatives.

3. One (1) individual mutually agreed upon by the administration representatives and the Association representatives.

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

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

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

POSITION DESCRIPTION OF A TEACHER IN SOUTH-WESTERN CITY SCHOOLS

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

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

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

Bargaining unit members teaching the same grade level and/or course are permitted to submit one common plan in order to foster cooperation and reduce duplication of effort.

A teacher, at their discretion, may submit a more extensive long-range plan.

II. Provides daily instruction designed to maximize student achievement.

III. Monitors student learning to judge the effectiveness of instruction.

IV. Monitors student attitudes to determine the effectiveness of the school experience for the student.

V. Seeks ways to strengthen their effectiveness in the classroom as well as to promote overall professional growth.

VI. Creates an accepting atmosphere where personal worth is recognized.

VII. Communicates in a realistic manner with parents to keep them informed about their child's progress in school.

VIII. Abides by the policies, rules and regulations of the Board consistent with the provisions of law and the negotiated agreement.

IX. Supports the District's mission, vision, belief statements, and the District's Continuous Improvement Plan (CIP).

Evaluation Development Committee

The Association and the Board will establish a joint Evaluation Development Committee for the purpose of regularly reviewing the procedure and process, including the evaluation instrument and determination of High Quality Student Data ("HQSD"), for the evaluation of bargaining unit members in the District, and to regularly review the effectiveness of the aforementioned items.

The committee shall be comprised of up to five (5) bargaining unit members appointed by the Association president and up to five (5) administrative members appointed by the Superintendent.

The committee shall review all mandated evaluation systems including but not limited to the Ohio Teacher Evaluation System (OTES), and the Ohio School Counselor Evaluation System. The committee shall also review any modifications to the evaluation system(s) mandated by the Ohio legislature and/or Ohio Department of Education and Workforce and communicate those changes to the Association and the Board.

The committee shall review the evaluation procedure and forms and shall submit a report and recommendation to the Board and the Association as needed. The Committee report will be reviewed by the Board and Association. If the recommendations propose changes that would affect the terms and conditions of employment for any bargaining unit member and, if the Board proposes to implement any such changes in such a manner to impact the terms and conditions of employment for any bargaining unit member, the Board and Association will engage in impact bargaining prior to the implementation of the change.

The procedural requirements of these provisions concerning the Evaluation Development Committee are subject to the grievance procedures of this Negotiated Agreement; however, the implementation or failure to implement any or all recommendation(s) of the Committee are not subject to the grievance procedures of this Negotiated Agreement.

SECTION 1101
PROGRAM OF PROFESSIONAL STAFF DEVELOPMENT/
EVALUATION (NON-OHIO EVALUATION SYSTEM)

These provisions in Section 1101 apply only to bargaining unit members who are not subject to the Ohio Teacher Evaluation System (OTES) per the requirements of Section 3319.111 and 3319.112 of the Ohio Revised Code or the Ohio School Counselor Evaluation System (OSCES) per the requirements of Section 3319.113 of the Ohio Revised Code.

DEFINITIONS

I. ASSESSMENT - The process of classroom visitations and conferences with a bargaining unit member to determine the direction for future professional development. Assessment activities will be conducted under the direction and supervision of the unit member's evaluator.

II. CERTIFICATED/LICENSED PERSONNEL - All bargaining unit members possessing a teaching certificate/license; except that, as used in this Section 1101, this means only those bargaining unit members who are not subject to the Ohio Teacher Evaluation System (OTES) per requirements of Section 3319.111 and 3319.112 of the Ohio Revised Code and are not subject to the Ohio School Counselor Evaluation System per requirements of Section 3319.113 of the Ohio Revised Code.

III. EVALUATION - A systematic procedure whereby an evaluator acquires and processes the data needed to determine the effectiveness of a bargaining unit member's job performance.

IV. EVALUATOR - An evaluator is the person responsible for conducting the evaluation of bargaining unit members for whom evaluation is required under this agreement. An evaluator may be a principal, assistant principal, or immediate supervisor. The definition of evaluator shall not preclude the use of other non-bargaining unit personnel in the evaluation process either under the direction of the evaluator and upon notice to the unit member involved, or at the request of the bargaining unit member.

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

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

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

VII. MARGINAL - Ineffective job performance.

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

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

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

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

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

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

1. Name and position of person making the observation.

2. Date of visitation.

3. Time of day.

4. Length of time evaluator spent in observation.

5. Number of students in class, if applicable.

6. Type of class (e.g., 5th grade, chemistry, DH, etc.) if applicable.

7. Extenuating circumstances, if any.

8. A brief outline or summary of points and suggestions to be discussed in the conference.

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

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

_____
Bargaining Unit Member's Signature

_____
Date

_____
Evaluator's Signature

_____
Date

X. STAFF DEVELOPMENT - Functions D, E, and F.

XI. TRACK I - Bargaining unit members whose contract will not expire at the end of the current school year are included in the Track I.

XII. TRACK II - Bargaining unit members whose contract will expire at the end of the current school year are included in the Track II.

XIII. TRACK III - Bargaining unit members whose job performance has been determined ineffective regardless of the date of contract expiration.

XIV. Non-OTES Professional Growth Plans - With specific reference to Non-OTES Professional Growth Plans.

IF 1) a bargaining unit member has had more than one significant job performance observation and

2) an area needing improvement has been noted on each,

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

Summarizing, the evaluator and member should jointly develop the plan. The need for the plan should be identifiable in previous observation write-ups or evaluations. Areas needing improvement should be clearly identified. Non-OTES Professional Growth Plans are neither a new name nor a substitute for Professional Goals and Objectives. These documents are separate issues. Non-OTES Professional Growth Plans will be developed on an "as needed" basis consistent with their purpose stated herein.

GENERAL GUIDELINES

I. The Staff Development and Evaluation Program in this Section 1101 will be applicable to all bargaining unit members to whom Section 1101 is applicable.

II. Also included under this program will be support personnel and extended service supplemental contracts.

III. Extracurricular supplemental contracts shall not be covered by this program.

IV. This evaluation program contained in Section 1101 will include three (3) tracks. The tracks will identify the involvement of the professional staff members and the responsibilities of the person(s) implementing the staff development and evaluation program.

V. Bargaining unit members to whom Section 1101 applies will be placed in the appropriate track as determined by their contract status and performance. This placement may be revised in relationship to the member's performance during the year. However, when this is done, the bargaining unit member shall be notified in writing.

VI. The evaluation, record, and report aspects of this program shall be a continuous process. However, the legal requirements for re-employment of certificated personnel make it imperative that certain deadlines for evaluation and reporting results of the evaluation be established. Each evaluator shall be responsible for submitting appropriate reports to their principal and/or the Personnel Department.

Functions To Be Implemented and Deadline Dates

A. FUNCTION: Building Continuous Improvement Plan

The principal, their administrative team and the staff will cooperatively develop the Continuous Improvement Plan by October 15th for the current school year.

These will then be discussed, reviewed, and redefined with the entire staff.

These are to be submitted to the Assistant Superintendent - Curriculum or their designee.

The principal will file an annual report concerning the attainment of the Building Continuous Improvement Plan. This report will be filed with the Assistant Superintendent - Curriculum or their designee.

B. FUNCTION: Scope of Job

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

C. FUNCTION: Professional Goals & Objectives

The evaluator will meet with each bargaining unit member, individually or in small groups, to develop professional goals and objectives for each bargaining unit member, which are due by October 15.

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

D. FUNCTION: Implementation

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

E. FUNCTION: Progress Reports Of Professional Goals and Objectives

The bargaining unit member will submit to their evaluator a progress report on their professional goals and objectives no later than June 1st.

F. FUNCTION: Written Evaluation

Members of the bargaining unit who will be evaluated by a person other than their building principal will be notified of

their evaluator by October 1st. Members will be notified of any change in evaluator.

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

GUIDELINES

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

II. When evaluators and/or bargaining unit members make written reports, extenuating circumstances which exist will be noted.

III. A significant job performance observation shall not be conducted on the day before or after a holiday, or on the day after an absence. Not more than one observation per year may take place on the last day of a marking period.

IV. Bargaining unit members may wish to involve students or subordinates in the assessment of their performance. This is encouraged on the basis that such involvement be used for self-improvement.

V. The bargaining unit member is encouraged to be regularly involved in a self-assessment program. The position description would be a helpful tool to use in the process.

VI. Professional goals, and objectives for implementing these goals, may be revised at any time during the year as need dictates.

VII. The bargaining unit member shall receive a copy of all written reports. Copies that are to be retained are to be signed by the bargaining unit member.

VIII. Any complaint concerning this article will be submitted to the evaluation review committee before the member may exercise any other rights they may have under the law or this contract.

IX. For each bargaining unit member whose contract is expiring at the end of the school year, the evaluator will make at least two (2) significant job performance observations of the bargaining unit member's work prior to the time evaluation reports are written. The time between the first and second observation must exceed fifteen (15) days. The time table for said observations shall be:

1. January 15th – Final date for first significant job performance observation and follow-up conference.

2. May 1st – shall be the final date for second significant job performance observation and the follow-up conference shall be held not later than May 10th.

X. The evaluator will write and sign the evaluation report for each bargaining unit member.

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

ADDITIONAL GUIDELINES, MARGINAL PROCESS

XII. A bargaining unit member may be placed on marginal any time their job performance is evaluated as ineffective and/or not meeting the expectations of the member's evaluator.

XIII. Prior to February 1st, a bargaining unit member may be placed on marginal by the member's evaluator. After

February 1st, any evaluator desiring to place a bargaining unit member on marginal may do so only after they secure a written statement from the Assistant Superintendent - Personnel (copy to employee) that they have personally reviewed the material submitted by the evaluator, conferred with the member involved, and after presenting their overview of the situation directly to the Superintendent, both they and the Superintendent concur with the action and approve the specific program established by the evaluator for improvement or approve it with definite modifications they may suggest.

XIV. A minimum of two (2) significant job performance observations must have been completed by the evaluator and/or immediate supervisor prior to placing a bargaining unit member on marginal. The time between the first and second observation must exceed thirteen (13) days.

XV. The bargaining unit member must be notified in writing of being placed on marginal. The Personnel Department must receive a copy of this notification.

XVI. Immediately after placing a bargaining unit member on marginal the evaluator must develop a Plan of Assistance for Improving Job Performance. The member will assist in the development and implementation of this plan.

XVII. This Plan of Assistance will be approved by the Assistant Superintendent - Personnel.

XVIII. The evaluator will continuously monitor and supervise the bargaining unit member in the Marginal process. At least two (2) significant job performance observations will be conducted with at least ten (10) days between each. The member may request additional feedback and support.

XIX. Regular and timely reports of significant job observations, progress reports, etc., will be given to the bargaining unit member while they are on marginal.

(Copies of these reports will be sent to the Personnel Department.) When significant job performance observations are made and/or evaluation report written, extenuating circumstances which exist will be noted.

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

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

Plan of Assistance for Improving Job Performance

Bargaining Unit Member's Name
School and/or Department
Bargaining Unit Member's Assignment
Training Background
Experience
Statement of Deficiency(s)

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

General Statement For Plan Of Assistance

This section should include:

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

Program To Be Followed

This section should include:

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

Monitoring System

This section shall include:

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

Final Evaluation

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

Recommendation

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

Signature Section

This section shall include the following statement:

Signatures below signify only receipt and delivery of this memorandum.

_____
Bargaining Unit Member's Signature

_____
Date

_____
Evaluator's Signature

_____
Date

SECTION 1102
PROGRAM OF PROFESSIONAL STAFF DEVELOPMENT/EVALUATION (OHIO TEACHER EVALUATION SYSTEM)

These provisions in Section 1102 apply only to bargaining unit members who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of Section 3319.111 and 3319.112 of the Ohio Revised Code.

The parties agree to adopt the Ohio Teacher Evaluation System (OTES) 2.0 as prescribed by the Ohio Department of Education and Workforce/State Board of Education, in addition to locally agreed upon items. The parties agree to adopt forms and processes delineated by OTES 2.0 and OhioES.

Guidelines:

I. All bargaining unit members shall be evaluated annually, except as provided herein.

II. All evaluations shall consist of a minimum of two (2) formal observations and informal walkthroughs, except as provided herein.

III. The OTES 2.0 Framework shall be utilized which is comprised of an assessment of teacher growth/performance and two (2) measures of HQSD.

IV. Bargaining unit members on limited contracts who are being considered for non-renewal shall have a minimum of three (3) observations in the final year of their contract.

V. Bargaining unit members rated "Accomplished" on their most recent evaluation may be evaluated every three (3) years. Bargaining unit members rated "Skilled" on their most recent evaluation may be evaluated every two (2) years.

a. During a year in which a bargaining unit member is not formally evaluated, the following are required:

i. A self-directed professional growth plan for Accomplished bargaining unit members or a jointly developed professional growth plan for Skilled bargaining unit members, focusing on identified areas;

ii. One Observation, which for purposes of this section shall be informal in nature and last no longer fifteen (15) minutes; and

iii. One conference to discuss progress on the professional growth plan.

b. Exceptions to this provision are:

i. Bargaining unit members in the final year of a Limited Contract;

ii. Bargaining unit members who have applied for a Continuing Contract;

iii. Unless it is determined, through a preponderance of the evidence available to the evaluator that an Accomplished or Skilled bargaining unit member on a less frequent evaluation cycle is not making progress on their professional growth plan. This determination will be reduced to writing and provided to the bargaining unit member.

VI. An evaluator must be a full-time, non-bargaining unit member, credentialed individual who is working full-time in the district except where otherwise agreed upon by the Association and the Board.

VII. An evaluator has the right to visit and observe a bargaining unit member at any time.

VIII. A formal observation shall not be conducted on the day before or after a holiday, or on the day after an absence. Not more than one observation per year may take place on the last day of a marking period.

IX. The time between the first and second formal Observation must exceed fifteen (15) school days.

X. The Board shall not formally evaluate any teacher who:

a. has submitted an irrevocable official notice of retirement that has been accepted by the Board on or before December 1st of the school year;

b. has or will be on paid or unpaid leave for fifty percent (50%) or more of the school year, which is

defined as the number of whole days that is one-half of the number of days in the contract year (i.e., fifty percent (50%) of the school year is determined by dividing the number of contract days by two (2) and rounding up to the nearest whole number);

c. is participating in the teacher residency program established by Ohio Rev. Code Section 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators, and is not up for contract renewal; or

d. is a permanent substitute teacher.

XI. Any complaint concerning this article will be submitted to the Evaluation Review Committee before the member may exercise any other rights they may have under the law or this contract.

Teacher Growth/Performance:

Teacher performance is defined as the assessment of a teacher's growth, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric found on the State Board of Education website in the OTES 2.0 Model, dated March 27, 2020.

A. Required components of a full evaluation include two formal observations of at least thirty (30) minutes, with the first being holistic, and the second with an emphasis on specific area(s) identified for support when applicable, and two classroom informal walkthroughs.

B. A formal Observation will consist of the following components:

1. Pre-Observation Conference, scheduled at a mutually agreeable time.

2. Classroom Observation of at least 30 minutes

3. Post-Observation Conference, scheduled at a mutually agreeable time, and within 10 school days of the Classroom Observation except in the event of unforeseen and/or unavoidable circumstances.

C. No later than the Post-Observation Conference, the evaluator will give the bargaining unit member a copy of/access to the completed "Teacher Performance Evaluation Rubric." Included in this document will be the following:

1. Name and position of person making the observation.

2. Date of visitation.

3. Time of day.

4. Length of time evaluator spent in observation.

5. Number of students in class, if applicable.

6. Type of class (e.g., 5th grade, chemistry, DH, etc.) if applicable.

7. Extenuating circumstances, if any.

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

   _____
   Bargaining Unit Member Signature

   _____
   Date

   _____
   Evaluator Signature

   _____
   Date

D. By the end of the following workday, they shall be provided a copy of/access to the informal walkthrough form (Informal Observation: General Form) signed by the evaluator, including all scripted and anecdotal documents

relative to the informal Walkthrough. Informal walkthroughs shall be at least five (5) consecutive minutes.

E. Evidence of teacher growth/performance, positive reports recognizing outstanding performance, major contributions, and/or professional accomplishments, etc., should be submitted at the time of the occurrence although they may be added at any time until the date of the Final Summative Conference, except as noted in Mandatory Timeline F.2. Major responsibility for the inclusion of these materials in the member's personnel and/or building file will rest with the member.

High Quality Student Data (HQSD)

HQSD is quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

A. Each evaluation shall contain two (2) measures of HQSD. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

    1. The Evaluation Development Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

    2. Teachers shall not be directed to utilize a vendor assessment as a measure of HQSD.

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

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

D. Student performance on an assessment shall only affect an evaluation factor if it is utilized to demonstrate teacher growth.

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

F. HQSD measures should be identified by October 31st.

Professional Growth and Improvement Plans:

A. Professional Growth and Improvement Plans shall be developed as follows:

1. Teachers whose final summative evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next full evaluation cycle as set forth in this Agreement.

2. Teachers whose final summative evaluation rating is Skilled shall develop a professional growth plan collaboratively with their credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next full evaluation cycle as set forth in this Agreement.

3. Teachers whose final summative evaluation rating is Developing shall develop a professional growth plan guided by their assigned evaluator, pursuant to the terms of this Agreement.

4. Teachers whose final summative evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

    a. The improvement plan shall utilize the form found on education.ohio.gov dated 12/22/15 and include:

        i. measurable instructional practices to be observed;

        ii. specific, evidence-based resources, and assistance to be provided;

        iii. clearly articulated timelines for the completion of the plan;

        iv. monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

B. As determined to be necessary, the Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. Professional Growth and Improvement Plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

D. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

Mandatory Timeline (No later than the following dates): These dates may only be modified in the event of unforeseen and/or unavoidable circumstances.

A. September 15

1. For new teachers only, the Board shall provide training on the components of the teacher evaluation

procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of HQSD.

B. October 1

1. In those instances where the evaluator is the person other than the building principal, the unit member will be notified of the identity of the evaluator. When the identity of the evaluator is changed during the year, the member will be notified of the identity of the new evaluator.

C. October 31

1. Bargaining Unit member and Evaluator collaboratively agree upon Professional Growth Plan, unless teacher is to be placed on an Improvement Plan.

2. For Bargaining Unit members to be placed on an Improvement Plan, the evaluator shall complete the plan in writing and meet with the Bargaining Unit Member to discuss the details of the plan.

3. HQSD measures should be identified.

D. January 15

1. Formal Holistic Observation and Post Observation Conference complete.

E. May 1

1. Formal Focused Observation(s) complete.

F. May 10

1. Formal Focused Observation Post Observation Conference complete.

2. Access to the Final Summative Evaluation Form will be available to the teacher no later than the conclusion of the Final Summative Conference. A Bargaining Unit

member may provide additional information one time to the evaluator within ten (10) days of the receipt of this form and may request a second conference with the evaluator. The final summative holistic evaluation rating shall be based upon a preponderance of the evidence that is aligned to the Ohio Educator Standards.

SECTION 1103
PROGRAM OF PROFESSIONAL STAFF DEVELOPMENT/EVALUATION (OHIO SCHOOL COUNSELOR EVALUATION SYSTEM)

These provisions in Section 1103 apply only to bargaining unit members who are subject to the Ohio School Counselor Evaluation System (OSCES) per the requirements of Section 3319.113 of the Ohio Revised Code.

The parties agree to adopt the Ohio School Counselor Evaluation System (OSCES) as prescribed by the Ohio Department of Education and Workforce, in addition to the locally agreed upon items below. The parties agree to adopt forms and processes delineated by OSCES.

Guidelines:

I. All bargaining unit members shall be evaluated annually, except as provided herein.

II. All formal evaluations shall consist of a minimum of two (2) formal observations and informal observations.

III. The school counselor final summative rating is determined by using the Ohio School Counselor Evaluation Rubric which includes six standard areas and the Metric(s) of Student Outcomes area. Using the evaluation rubric, the evaluator will determine the holistic final summative rating of the school counselor.

IV. Bargaining unit members on limited contracts who are being considered for non-renewal shall have a minimum of three (3) observations in the final year of their contract.

V. Bargaining unit members rated "Accomplished" on their most recent evaluation may be evaluated every three (3) years. Bargaining unit members rated "Skilled" on their most recent evaluation may be evaluated every two (2) years.

a. During a year in which a bargaining unit member is not formally evaluated, the following are required:

i. Professional growth or improvement plan;

ii. One formal observation;

iii. Use the Metric of Student Outcome process, to determine a rating of skilled or higher on the Ohio School Counselor Evaluation Rubric, to continue the less frequent evaluation cycle.

b. Exceptions to this provision are:

i. Bargaining unit members in the final year of a Limited Contract;

ii. Bargaining unit members who have applied for a Continuing Contract.

VI. An evaluator must be a full-time, non-bargaining unit member, credentialed individual who is working full-time in the district except where otherwise agreed upon by the Association and the Board.

VII. An evaluator has the right to visit and observe a bargaining unit member at any time. The work of a school counselor is driven with the ethics of maintaining confidentiality in counseling relationships and this must be taken into consideration when engaging in observations of the school counselor.

VIII. A formal observation shall not be conducted on the day before or after a holiday, or on the day after an absence. Not more than one observation per year may take place on the last day of a marking period.

IX. The time between the first and second formal observation must exceed fifteen (15) school days.

X. The Board shall not formally evaluate any school counselor who has submitted an irrevocable official notice of retirement that has been accepted by the Board on or before December 1st of the school year.

XI. The Board shall not formally evaluate any school counselor who has or will be on paid or unpaid leave for fifty percent (50%) or more of the school year, which is defined as the number of whole days that is one-half of the number of days in the contract year (i.e., fifty percent (50%) of the school year is determined by dividing the number of contract days by two (2) and rounding up to the nearest whole number).

XII. Any complaint concerning this article will be submitted to the Evaluation Review Committee before the member may exercise any other rights they may have under the law or this contract.

Formal Evaluation Process:

A. A Formal Observation will consist of the following components:

1. Pre Observation Conference, scheduled at a mutually agreeable time.

2. Observation of at least 30 minutes

3. Post Observation Conference within 10 school days of the Observation, scheduled at a mutually agreeable time, except in the event of unforeseen and/or unavoidable circumstances.

B. No later than the Post-Observation Conference, the evaluator will give the bargaining unit member a copy of the completed "School Counselor Evaluation Rubric". Included on this document will be the following:

1. Name and position of person making the observation.

2. Date of visitation.

3. Time of day.

4. Length of time evaluator spent in observation.

5. Number of students in class, if applicable.

6. Description of service (e.g., classroom lesson, group, individual, etc.) if applicable.

7. Extenuating circumstances, if any.

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

   _____
   Bargaining Unit Member Signature

   _____
   Date

   _____
   Evaluator Signature

   _____
   Date

C. By the end of the following workday, the school counselor shall be provided a copy of the informal observation form (Informal Observation: Open-Ended Form) signed by the evaluator, including all scripted and anecdotal documents relative to the informal observation. Informal observations shall be at least five (5) consecutive minutes.

D. Evidence of school counselor performance, positive reports recognizing outstanding performance, major contributions, and/or professional accomplishments, etc., should be submitted at the time of the occurrence although they may be added at any time until the date of the Summative Evaluation Conference, except as noted in Mandatory Timeline F.2. Major responsibility for the

inclusion of these materials in the member's personnel and/or building file will rest with the member.

E. A Metric of Student Outcomes is defined as a school counselor providing a measurable long-term growth target, set in collaboration with school counselor and evaluator by October 15, demonstrating that students' skills, knowledge, or behaviors have positively changed as a result of the school counselor's activities.

Improvement Plan:
A bargaining unit member may be placed on an Improvement Plan if the bargaining unit member receives an overall Ineffective rating or an Ineffective rating on at least 2 of 7 components as defined on the School Counselor Evaluation Rubric.

Mandatory Timeline (No later than the following dates):
These dates may only be modified in the event of unforeseen and/or unavoidable circumstances.

A. October 1
   1. In those instances where the evaluator is the person other than the building principal, the unit member will be notified of the identity of the evaluator. When the identity of the evaluator is changed during the year, the member will be notified of the identity of the new evaluator.

B. October 31
   1. Bargaining Unit member and Evaluator collaboratively agree upon Metric of Student Outcome(s).

   2. Bargaining Unit member and Evaluator collaboratively agree upon Growth Plan, unless teacher is to be placed on an Improvement Plan.

   3. For Bargaining Unit members to be placed on an Improvement Plan, the evaluator shall complete the

plan in writing and meet with the Bargaining Unit Member to discuss the details of the plan.

C. January 15
   1. First Formal Observation and Post Observation Conference complete.

D. April 15
   1. Bargaining Unit Members submit Metric of Student Outcome(s) results to Evaluator.

E. May 1
   1. Second Formal Observation complete.

F. May 10
   1. Second Formal Observation Post Observation Conference complete.

   2. Copy of the Final Summative Rating of School Counselor Effectiveness form given to school counselor at the conclusion of the Summative Evaluation Conference. A Bargaining Unit member may provide additional information one time to the evaluator within ten (10) days of the receipt of this form and may request a second conference with the evaluator.

ARTICLE XII

FILES AND RECORDS

SECTION 1200
PERSONNEL FILES

1200.1 Types of Personnel Files

A. District Files

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

B. Building Files

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

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

   Anecdotal information, prepared by the evaluator, will be for the benefit of both the bargaining unit member and the evaluator. This information is to be shared with the employee and should be utilized throughout the year as

need arises. All copies to be filed are to be signed by the member signifying that they have read the report.

3. Adequate and current records on each bargaining unit member will be kept by the evaluator. These records will include all reports related to Article XI, plus records of visitation and anecdotal information in keeping with Article VI of this Agreement.

4. In cases where the effectiveness of the bargaining unit member's performance is in doubt, that member's building file will contain adequate reports to clearly define the professional growth, problems encountered, inservice education participation, help offered, visitation, conferences held, and progress or lack of progress shown.

5. If a bargaining unit member changes buildings or, in the case of those members not assigned to a building for evaluation purposes, is reassigned or transferred to a different position, the member's building file shall accompany them.

1200.2 Maintenance of Personnel Files

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

1200.21

Upon request by the bargaining unit member, they shall be given access to the contents of their file, or if they so desire, the bargaining unit member will be furnished a reproduction of the contents of their file. A reasonable cost may be assessed for reproduction of file contents.

1200.22

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

A. Administrative employees or other employees of the Board working at the direction of administrative employees; and

B. Persons acting under the direction or authorization of the bargaining unit member.

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

1200.23

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

1200.24

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

1200.25

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

1200.26

Each member of the bargaining unit shall have the right to indicate those documents and/or other materials in their personnel file which they believe to be false or inappropriate. The member shall have the right to request, in writing, that the materials be removed from the file. Such written request shall be reviewed by the Superintendent. Following the review, a meeting shall be held with the member, if requested. If the bargaining unit member disagrees with the Superintendent's decision, they may file a grievance.

1200.3 Handling Complaints Concerning Teachers

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

A. The person receiving the complaint will determine the validity and/or seriousness of the complaint. Depending upon this decision, the complaint may be disregarded or brought to the attention of the appropriate person in charge of the stated staff member.

B. If the complaint is referred to the building principal or supervisor, they will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the bargaining unit member at that time.

C. If the complaint is referred to the bargaining unit member, they will be given the identity of the complainant and the opportunity to discuss the details of the situation with their principal or supervisor. Together they will cooperatively decide on an appropriate response to the complainant and/or solution to the situation causing the complaint.

D. If the complaint is not referred to the bargaining unit member, then such complaint shall be disregarded and may

not be used in any subsequent conference, evaluation, or other assessment of the bargaining unit member involved.

E. When a complaint is made to Children's Services or law enforcement concerning a bargaining unit member the identity of the reporting district employee shall be anonymous.

ARTICLE XIII

LEAVES – PAID

SECTION 1300
SICK LEAVE

1300.1 Reporting Absences

When a bargaining unit member is to be absent from work, they shall notify the building principal or designee and/or immediate supervisor of their impending absence no less than one and one-half (1 ½) hours prior to the time classes begin in their school or the first official duty for personnel not assigned to a building, except in the case of an emergency.

1300.2 Sick Leave Allowance

A. Sick leave shall be provided to bargaining unit members in compliance with ORC 3319.141 and this Agreement.

B. Each full-time bargaining unit member shall accrue sick leave at the rate of fifteen (15) days per year for each full year under contract. These days are accrued at the rate of one and one-fourth (1 ¼) days per month under contract and are awarded to the employee at the end of each month.

C. For this Article, full-time shall be defined as one hundred eighty-five (185) days or more of service for at least six (6) hours per day. A regular bargaining unit member who renders less than full-time service shall accrue proportionate amounts of sick leave on a pro-rated basis for the time actually worked at the same rate as that granted full-time bargaining unit members.

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

1300.3 Utilization of Sick Leave

Bargaining unit members may use sick leave consistent with ORC Section 3319.141 and within the limits of this Article for absence due to:

A. Family and Parental Leave

1. Birthing parent may use up to twelve (12) weeks of sick leave (up to 60 days of leave) in the twelve (12) week period immediately following the birth of the child.

2. Non-birthing parent may use up to six (6) weeks of sick leave (up to 30 days of leave) in the six (6) week period immediately following the birth of the child.

3. Adoption - A bargaining unit member who is directly responsible for the care of a newly adopted child of pre-school age new to the family unit may use up to thirty (30) days of sick leave for the purpose of caring for the newly adopted child. Where both spouses are members of the bargaining unit, the number of days is in the aggregate.

4. Emergency Guardianship/Kinship - Bargaining unit members may use up to five (5) days of sick leave for the emergency placement of a child with the bargaining unit member for guardianship/kinship where the bargaining unit member has newly become legally responsible for the care of a minor child.

B. Other Utilization of Sick Leave

1. Personal illness or injury.

2. Disability due to pregnancy.

3. Exposure to contagious disease.

4. Illness or injury in the bargaining unit member's immediate family.

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

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

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

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

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

   Routine medical and dental appointments will be scheduled, where possible, to utilize one-half (½) day of sick leave.

1300.4 Requirements and Limitations

A. Each bargaining unit member using sick leave shall furnish the Board with a written, signed statement of the proper, prescribed form to justify the use of sick leave. Additional information may be required, where necessary. This section shall be administered consistent with ORC 3319.141.

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

C. The bargaining unit member cannot be gainfully employed, during their normal work hours as an employee of the district, while using sick leave.

D. Sick leave shall not be accrued while a bargaining unit member is on unpaid leave of absence.

E. Sick leave shall be accrued while the bargaining unit member is under contract and using sick leave within the limits of this section/Article.

F. A bargaining unit member who is absent due to illness for a period of eight (8) or more consecutive school days shall be required to submit a doctor's certificate verifying the illness

and the employee's inability to report to work during the absence.

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

1300.5 Credit for Previously Earned Sick Leave

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

1300.6 Additional Sick Leave Allowance

A. Advancing Sick Leave

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

B. Sick Leave Transfer

1. When a bargaining unit member has exhausted all of their accumulated sick leave, advancements from paragraph

1300.6, A. all personal leave, and additional days are still needed, they may request through the Association that the additional days be transferred from other bargaining unit members' accumulated sick leave.

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

Reason	Days
a. Hospitalization or illness of a bargaining unit member for cancer, stroke, heart attack, or other catastrophic illness, or the periodic reoccurrence of a debilitating illness as diagnosed by a physician. These occurrences may include multiple surgeries or illnesses/ surgeries requiring long-term recovery.	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.
b. Hospitalization or catastrophic illness for any of the above, or the periodic reoccurrence of a debilitating illness as diagnosed by a physician for a member of the bargaining unit member's immediate family. These occurrences may include multiple surgeries or illnesses/ surgeries requiring long-term recovery.	Up to twenty (20) days per school year per bargaining unit member but not to exceed the number of days remaining in the school year.
c. Medical leave for maternity (normal) delivery.	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 bargaining unit member(s) authorizing the Board Treasurer to transfer the days. Notice will be provided to the Treasurer not less than ten (10) workdays prior to the payroll in which the donated sick leave will first be included.

5. Bargaining unit members shall earn sick leave while being provided additional leave under this section. Earned sick leave days will be utilized as they are posted and before days are transferred under this section. A bargaining unit member may utilize this sick leave transfer provision to repay days owed the Board of Education under paragraph 1300.6, A.

6. Donated sick leave may not be used to defer application for or receipt of disability retirement benefits.

7. A bargaining unit member may only apply for and use the "sick leave transfer" provision for one (1) normal delivery and post-partum recovery during her employment with the South-Western City Schools. Donated sick leave for maternity (normal delivery) shall only be available to members during the initial five (5) years of district employment, except under extenuating circumstances when a bargaining unit member who is beyond their initial five (5) years has exhausted their sick leave due to prior pregnancy, serious and/or chronic illness, or any combination thereof, for themselves or family, as determined by the SWEA President or designee and Assistant Superintendent of Personnel.

8. The Association shall administer this provision in compliance with applicable laws and regulations.

9. Any donated sick leave days provided to a bargaining unit member under this provision will be charged against any Family and Medical Leave available to the member.

SECTION 1301
PERSONAL LEAVE (PAID)

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

A. Personal leave shall not be utilized in the following situations:

1. The day before or after a scheduled holiday or vacation, including opening and closing of school.* If a member wishes to extend a scheduled holiday or vacation by utilizing one or more days of personal leave, the member must request approval from the Superintendent or designee for all days that would extend the scheduled holiday or vacation.

2. Days of scheduled parent/teacher conferences.*

3. During the first five (5) days and the last five (5) days of each school year.*

4. When the number of bargaining unit members in any building requesting personal leave for that day exceeds the greater of two (2) persons or five (5) percent, rounded up to the nearest whole number, of the bargaining unit members assigned to that building.*

5. On Mondays and Fridays in May of any year if the number of bargaining unit members in any building requesting personal leave for that day exceeds the greater of one (1) person or three (3) percent, rounded down to the nearest

whole number, of the bargaining unit members assigned to that building.*

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

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

a. Serious accident in the bargaining unit member's family residing in the same household which requires the presence of the member.

b. Closing procedure when buying or selling a home (1 day).

c. Receiving a degree at a university or college.

d. Attendance at a college graduation of the employee's son, daughter, or spouse.

e. Funeral of a close friend or family member not provided for in the sick leave policy.

f. Attendance at a wedding of the bargaining unit member's son or daughter.

g. Internal Revenue hearing involving the bargaining unit member (1 day).

h. Moving (when being done by contract firm and no alternate time outside work hours can be arranged) (1 day).

i. Parent conference concerning bargaining unit member's dependent (½ day).

j. Emergencies requiring immediate attention, (e.g., assisting in emergency relief and aid, emergency home maintenance, emergency car failure).

k. Adverse travel conditions which prohibit the bargaining unit member from safely reaching their

work assignment or commercial carrier grounding or cancellation which prohibits the staff member from reaching their work assignment. This provision applies only to instances where an individual is out of town and unable to reach their work assignment, not to an individual who cannot reach their assignment from their home.

l. Parental leave (1 day).

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

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

7. To engage in gainful employment elsewhere.

8. Engaging in work stoppage or strike activity.

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

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

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

3. Accumulation: Unused personal leave not converted to sick leave or paid may be carried forward (cumulated) and used in the following school year. Cumulated personal

leave days will be subject to the same limitations as all other personal leave. The maximum number of personal leave days available for use in any year is as follows:

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

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

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

D. Misuse or falsification of an application for paid personal leave by the bargaining unit member may be cause for denial of the leave or dismissal.

SECTION 1302
RELIGIOUS LEAVE (PAID)

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

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

A. The request must be in writing, identifying the date(s) and the specific holiday for the leave being requested, to the Assistant Superintendent – Personnel.

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

SECTION 1303
TEMPORARY MILITARY LEAVE

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

SECTION 1304
ASSAULT LEAVE

In accordance with ORC Section 3319.143 assault leave shall be granted to a bargaining unit member who is absent from their assigned duties because of injury resulting from an assault. Such leave will not be charged against Sick Leave or Personal Leave. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, to a maximum of ninety (90) days paid leave.

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

1304.1

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

1304.2

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

1304.3

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

1304.4

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

1304.5

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

1304.6

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

1304.7

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

1304.8

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

1304.9

Bargaining unit members who have sustained damage to clothing, eyeglasses, or similar items of personal apparel in the course of quelling a disturbance during the school day in the performance of duties at school events will be reimbursed for the

cost of such damage up to a maximum amount of $200 per occurrence. Bargaining unit members will notify principals of any altercation within twenty-four (24) hours of it happening.

ARTICLE XIV

LEAVES - UNPAID

SECTION 1400
LEAVES OF ABSENCE - BARGAINING UNIT MEMBER REQUESTED

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

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

   The SWEA President shall be notified within five (5) days of Board action to approve an unpaid leave of absence for a bargaining unit member.

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

   1. All leaves shall be without pay.

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

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

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

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

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

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

   a. Reason for requested leave.

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

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

8. Where applicable, two (2) months prior to the expiration of the leave, the bargaining unit member shall notify the Superintendent or their designee, concerning their intentions about returning at the end of the leave.

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

10. Any bargaining unit member who does not return to service at the stated termination date of such leave shall have abandoned their contract and shall terminate the Board's responsibility for continued employment.

11. Upon the return to service, the bargaining unit member shall resume the contract status previously held and shall maintain their current position on the salary schedule except they shall not be granted salary increments for the period of absence. (120 days of service are required for a year of experience on the schedule.) Bargaining unit members returning to service after the last day of school shall be provided benefits from the date of the expiration of their leave.

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

13. Time spent on leave of absence will not be considered as service time for purposes of eligibility for continuing contract.

14. A bargaining unit member may, as a condition of being granted a leave of absence, enter into an agreement with the Board to reimburse the Board for its portion of the requested cost of retirement in the event the bargaining unit member elects to purchase retirement credit for the period of the leave of absence.

SECTION 1401
EXTENDED MILITARY LEAVE

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

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

The Superintendent or their designee may grant a short-term personal leave without pay.

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

1. All requests must be made in writing, stating the reason for the request and the number of day/dates for the days requested.

2. Except in cases of emergency, the request shall be submitted to the Assistant Superintendent of Personnel at least ten (10) days prior to the requested leave.

3. The bargaining unit member may present their rationale for the request in person to the Superintendent or their designee prior to a decision being made regarding the request.

4. Each request will be evaluated on an individual basis with the disposition based on the merits of the request. The Superintendent or their designee will notify the bargaining unit member in writing of the disposition of the request within five (5) days of receiving the request.

5. After five (5) consecutive days of unpaid leave, seniority is adjusted.

ARTICLE XV
ABSENCES FOR OTHER REASONS

SECTION 1500
TIME LOST WITH JUDICIAL PROCEEDINGS

1500.1

A. When a bargaining unit member is required to appear before a court or administrative agency (other than the Board) as a complainant, defendant, or a witness regarding a matter directly related to the member's work assignment or work-related responsibilities, there shall be no loss of wages or reduction in leave. If the bargaining unit member is a complainant in a matter in which the Board is a named party, they will be required to use personal leave for any absence.

B. When a bargaining unit member is a complainant or defendant in a non-work related matter and is required to appear before a court or administrative agency, there shall be no loss of wages or reduction in leave for up to one (1) day per school year. If additional leave is required, such member may use personal leave, including the use of such leave absent the restrictions in Article XIII, Section 1301A of this Agreement.

1500.2

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

1500.3

The Board shall grant bargaining unit members leave with pay to serve on a jury on days the member is under contract to teach. The leave shall not be charged against any other leave. Requests for jury duty leave shall be submitted in writing to the member's immediate supervisor as far in advance as possible. The member

will submit evidence of jury service completed for each day of leave.

SECTION 1501
HONORING A DECEASED STUDENT OR EMPLOYEE

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

A. The principal or supervisor may release a representative group of students and/or employees of their building to attend memorial services of the deceased student or employee.

B. Exceptions, such as closing school in a building, will be made at the discretion of the Superintendent.

SECTION 1502
ATTENDING A FUNERAL

Permission to attend the funeral of any other person may be granted by the principal or immediate supervisor and there shall be no loss of pay if the absence is less than one-half (½) day.

SECTION 1503
VISITATION

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

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

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

Visitation leave will be paid at the member's regular daily rate.

SECTION 1504
ATTENDANCE AT PROFESSIONAL MEETINGS AND CONFERENCES

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

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

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

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

The district Fund will be allocated to each building on a per bargaining unit member basis. By July 1, buildings will receive 80% of their anticipated allocation. By October 15, the remaining allocation shall be made based on the number of bargaining unit members assigned to the building as of October 1. Those

members not assigned to a building will have their per bargaining unit member allocation administered by the personnel office. The amount allocated to each building is the Building Professional Leave Fund (BPLF). When funds are limited, a professional leave request may be granted if the member assumes the expense of attending the conference, with the cost of the substitute charged to the BPLF. Any amount not expended from the Fund or the BPLF in any year will be added to the amount appropriated in the following year.

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

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

B. By July 1, a report shall specify all expenditures from the Fund and each BPLF by date, professional meeting and bargaining unit member.

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

These funds shall be directed by the Site-Steering Committees. Up to eighty percent (80%) of these funds may be rolled over at the end of the fiscal year for use in the subsequent fiscal year. A building may submit a waiver request to roll over additional funds for a specified use. In the event the fund has one thousand dollars ($1,000) or less at the end of the fiscal year, then the entire amount shall be rolled over to the next fiscal year.

1504.1 Application Procedures

Bargaining unit members requesting professional leave payments through the BPLF must submit a written request for approval. Such request shall include information and

documentation concerning the reason for the leave, the date of the leave, the estimated cost, the purpose of the leave, the member's position, the relationship of the meeting to the member's job assignment, and such other appropriate information as deemed necessary. Individual PD Request Forms (A Request for Attendance at Professional Meetings) may be obtained from any school or in the District Service Center and should be used for submitting a request. The process shall be as follows:

1. All applications must be submitted to the building designee chosen pursuant to Article XX, at least fifteen (15) days prior to the intended use of the leave. There will be provision on the application form for the approval or rejection of the request and allocation of funds from the BPLF.

2. Individual PD Request Forms will be signed by the Building Principal or their SSC designee and the SWEA Head Representative or their SSC designee. Professional leave expenditures may not be approved in excess of the amount then remaining in the BPLF. Approval is contingent upon the availability of substitutes, as determined by the Superintendent or their designee.

3. Requests approved at the site will be sent to the Superintendent or their designee within five (5) days of the site's receipt of the request. This part of the process is for final substitute availability approval only.

4. Requests for professional leave approved or not approved will be returned to the applicant within five (5) days after the application has been received by the Superintendent or their designee.

5. When an application is denied, either at the site or by the Superintendent or designee, the reason will be given to the applicant in writing.

1504.2 Guidelines for Approval of Professional Leave Requests

A. Bargaining unit members who are presenters at a professional conference shall be granted first priority for the

use of available (unencumbered) professional leave funds for attendance for the duration of that conference. When funds are not available, the presenter shall be permitted to attend the conference with no financial obligation to the District.

B. All non-presenting bargaining unit members will be given equal consideration under the criteria in Section 1504.3.

C. Each site shall annually designate a portion of its allocation for requests that may not directly relate to its building improvement plan. This shall be done pursuant to Article XX of the Agreement.

1504.3 Criteria

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

A. The amount of funds appropriated in the Building Professional Leave Fund.

B. The availability of substitutes to maintain the school program.

C. The request's relevance to the building Continuous Improvement Plan.

D. The applicant's responsibility to the sponsoring organization. (Are they an officer of the organization and/or an active participant in the meeting?)

E. The number of previous uses of professional leave in a given year.

F. The bargaining unit member's seniority.

1504.4 Criteria for Reimbursement of Expenses

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

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

C. A request for reimbursement shall be submitted to the Superintendent or their designee within five (5) school days of the return from leave.

D. The bargaining unit member shall submit the approved leave request form, and all required receipts for expenses incurred.

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

1504.5 Reimbursement to be Paid

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

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

B. The cost of substitutes will be paid from the Professional Leave Fund. Outside funding may be used when available.

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

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

E. All meals while in attendance at, and traveling to and from, the conference or workshop are reimbursable to a maximum of thirty-five dollars ($35.00) per day.

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

1. Mileage to and from the meeting based on Article XVI, Section 1603.06 of this Agreement. Normally, when two (2) or more representatives are attending the same

meeting, only one (1) mileage allowance will be paid. The maximum travel allowance will be the lesser of air coach and per mile rate.

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

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

4. Expenses incurred through the use of public conveyances, taxis, and airport limousines as a result of travel to and from meetings and accommodations will be fully reimbursable.

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

H. Other necessary and reasonable expenses may be reimbursed with proper documentation.

I. Reimbursement shall occur within thirty (30) days of approval of expenses.

J. When the anticipated cost of approved professional leave exceeds $500, the bargaining unit member requesting funds will be advanced the amount in excess of $500. The remainder of approved expenses will be reimbursed according to the procedure outlined above. If the bargaining unit member does not actually attend the professional development activity, the bargaining unit member will be required to reimburse the District (through withholding from a future paycheck) for all funds advanced unless the failure to attend was due to extenuating circumstances outside the control of the bargaining unit member, as approved by the Assistant Superintendent - Personnel.

SECTION 1505
PROFESSIONAL INITIATIVES FUND

The Professional Initiatives Fund is designed to encourage improved teaching and learning. Fund requests must be submitted by bargaining unit members representing an individual member, a building, subject area, grade level, attendance area or the District. Members are encouraged to submit proposals that integrate their personal/professional development goals with the following program goals:

1. To expand the knowledge base of teaching and learning.

2. To provide awareness and training for expanded teacher leadership roles within the District.

3. To provide support for school restructuring and organizational change efforts at the building and/or District level.

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

The Board will annually budget and appropriate funds equal to six-tenths (0.6) times the then current BS-0 salary to be appropriated by the Fund Committee. Such annual appropriation to this Fund will end on July 1, 2025, and shall be reallocated to the 1701.7 IEP Conference Fund (*see*, section 1701.7 for applicable terms). Any amount not expended from that Fund in any year will be added to the amount appropriated in the following year. If the State Auditor has declared the district in Fiscal Watch or Fiscal Emergency, the Board may, after prior notice to the Association, transfer any unencumbered amount in Professional Initiatives Fund to the General Fund for the duration of the Fiscal Watch or Fiscal Emergency.

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

approved leave. Reimbursement of expenses approved by the Committee will be made in accordance with Sections 1504.4 and 1504.5 of this Article. The availability of substitutes must be verified by the Assistant Superintendent - Personnel prior to Committee approval of any activity requiring substitutes.

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

SECTION 1506
TUITION REIMBURSEMENT

Each bargaining unit member will be reimbursed at the rate of one-hundred eighty dollars ($180.00) per semester hour for up to six (6) semester hours (or one-hundred twenty dollars [$120.00] per quarter hour for up to nine [9] quarter hours) per year. Effective in the 2014-2015 school year, the reimbursement rate will be $225.00 per semester hour for up to six (6) semester hours (or $150.00 per quarter hour for up to nine (9) quarter hours) per year. Reimbursement for tuition for the OSU Outreach Program shall not exceed the fee charged for the three (3) hour credit. The Board will annually appropriate $175,000 for this purpose. If all conditions indicated herein are met, then the bargaining unit member will receive reimbursement in the form of a lump sum Board of Education check payable on the second pay date in November of the year following the year in which the course work was taken. The funds shall be dispersed in an equitable manner as determined by the Committee as referenced in Section A below.

A. Administration

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

B. Reimbursement Eligibility

1. The credit must be initially earned after the bargaining unit member has signed a contract for employment with the South-Western City Schools Board of Education, which has been approved by the Board.

2. The credit, as verified by transcript and verification of payment, must have been earned within the previous twelve (12) months (fall through summer) from an accredited institution as defined in Section 1600.4.

3. The bargaining unit member must notify the Committee on or before October 15th that they are requesting reimbursement under the provisions of this section. Such reimbursement shall be for credits earned during the period from the fall through the summer of the immediately preceding school year.

4. On or before October 15th, the bargaining unit member must submit to the Committee an official transcript verifying the credit earned and verification of payment (receipt, credit card receipt, account statement).

5. Courses that may be reimbursed are:

   a. Courses required for the initial professional educator license;

   b. Courses required for renewal of an existing license/certificate;

   c. Courses necessary to upgrade an existing license/certificate;

   d. Courses necessary to earn additional licenses/certificates, if such licensure/certification has been identified by the Superintendent as an area of high need in the district; and

   e. Any other courses taken for professional development.

C. Reimbursement Restriction

1. It is mutually recognized and agreed that this Article shall not apply if and to the extent that a bargaining unit member is eligible to take advantage of fee waivers for the course(s) in question.

2. Bargaining unit members cannot receive tuition reimbursement for coursework covered by a fee waiver. The use of a fee waiver does not preclude a bargaining unit member from accessing tuition reimbursement for hours beyond the fee waiver application.

3. If a bargaining unit member does not return to the district in the year after the coursework was taken, the member will not receive reimbursement for any coursework taken the preceding year.

4. Conferences and workshops for which the Board grants professional leave under Article 1504 of this Agreement shall not be eligible for reimbursement under this Article.

5. A passing mark of "B" or higher, or "Pass," or "Satisfactory" for a pass/ fail or satisfactory/ unsatisfactory course, must be received in order to be eligible for reimbursement for any course.

ARTICLE XVI

SALARY AND BENEFITS

SECTION 1600
PLACEMENT ON THE SALARY SCHEDULE

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

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

1600.1 Salary Schedule Categories

Categories on the salary schedule shall be:

1. Bachelor of Arts or Bachelor of Science Degree.

2. BA or BS plus 30 semester hours (hours must be awarded after the degree is conferred − date on official transcript for degree conferred/courses completed will be used).

3. Master's Degree.

4. Master's plus 30 semester hours or higher degree (hours must be awarded after the degree is conferred − date on official transcript for degree conferred/courses completed will be used).

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

1600.2 Qualifying Criteria

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

1. Courses necessary for the renewal of a certificate,

2. Courses required for certification in a new area,

3. Courses specifically selected to enhance the bargaining unit member's professional/job-related skills and/or knowledge.

4. Approved district inservice program.

1600.3 Determination of Applicability

Since the bargaining unit member is in the best position to plan for their own professional growth and development, they shall determine that the course or program in which they enroll is appropriate and meets the qualifying criteria.

1600.4 Credit Verification

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

SECTION 1601
CONDITIONS RELATED TO SALARY MATTERS

1601.01 Proper Certification/License

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

1601.02 Fulfillment of Employee Requirements for Eligibility of First Pay

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

Appropriate personnel items include, but are not limited to:

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

Upon written request by the bargaining unit member adequately substantiating the reason(s) for their 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.

1601.03 Tuberculosis Screening

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

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

1601.04 Resigning and Returning in Same Year

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

1601.05 Returning to District

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

1601.06 Contract Terminated Legally

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

1601.07 Credit for Years of Service

A. Effective with bargaining unit members hired for the school year 2025-2026 and thereafter, experienced bargaining unit members who are entering the District for the first time shall receive full credit for the first nine (9) years of teaching experience in any public school system, or chartered non-public school system; except that, the Board may, in its sole discretion, grant additional experience credit of up to three (3) years based on the needs of the District, as recommended by the Assistant Superintendent - Personnel.

B. Effective with nurses hired for the school year 2002-2003 and thereafter, the statement in Section 1601.07(A) shall be revised to include "nursing experience as an R.N. or with a B.S.N." A year of nursing experience shall consist of twelve (12) months of service. Remaining portions of a year of not less than eight (8) months can be counted as a year of service.

C. Effective with related services personnel hired for the school year 2025-2026 and thereafter, the statement in Section 1601.07(A) shall be revised to include "experience in their profession." A year of experience in their profession shall consist of twelve (12) months of service. Remaining portions of a year of not less than eight (8) months can be counted as a year of service.

1601.08 Military Service

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

1601.09 Career-Technical Education

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

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

1. Career-Technical teachers with an initial Two-Year Career-Technical Provisional License will be placed in the Bachelor's Degree salary category.

2. Career-Technical teachers who possess an initial Five-Year Professional Career-Technical License in the area in which they are teaching, have completed the appropriate Career-Technical licensure program as required by the Ohio Department of Education and Workforce, have earned 24 semester hours of college training, and have passed the appropriate licensure examinations after the date of receiving their initial Two-Year Career-Technical Provisional License will be placed in the BS/BA plus 30 semester hour salary category.

3. Career-Technical teachers who possess a Five-Year Professional Career-Technical License in the area in which they are teaching and who have completed eighteen (18) semester hours beyond those required for placement in the BA/BS plus 30 category will be placed in the Master's Degree salary category.

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

1601.10 Employment of Retired Teachers

As used in the Section, "retired teachers" means bargaining unit members who have retired and have received service retirement benefits from the State Teachers' Retirement System for a period of time consistent with STRS requirements for the maintenance of retirement benefits. Retired teachers may be employed in full or part-time bargaining unit positions. Notwithstanding any other provision of this Agreement or Ohio law to the contrary, retired will be offered placement on the salary schedule at a step that, in the discretion of the Board, is warranted based on the position to be filled/needs of the District. Retired teachers will advance on the salary schedule in the event they are reemployed, but they will not accrue seniority for any other purpose.

Retired teachers will be employed under one-year limited contracts only and will not be eligible for either multi-year contracts or continuing contracts. Retired teachers will not be eligible for any retirement incentive that may be offered by the Board, are not eligible for severance benefits, and are not eligible for any tuition reimbursement/fee waivers. Retired teachers shall be entitled to all other benefits in this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, the employment contracts of retired teachers shall automatically expire at the end of the school year for which the contract was issued, without Board action to non-renew such contracts. Retired teachers shall have no right to employment in any subsequent year unless awarded a contract for that year by action of the Board.

SECTION 1602
DEFINITION OF YEAR

As used in this Article, "year" means actual service under a teaching contract of not less than 120 school days within a school year.

SECTION 1603
EXTRACURRICULAR SUPPLEMENTAL CONTRACT PAY CONSIDERATIONS

1603.01 Time of Payment

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

Bargaining unit members with year-long assignments will receive payment for one-third (⅓) of the assignment completed, December 20, March 20, and June 20 at the end of the school year. The principal or immediate supervisor will verify completion of the assignment to the Personnel Department.

1603.02 Extracurricular Supplemental Contract Salary Schedule

A. Transferring experience for placement on salary schedule.

1. Each year as a head coach, director, etc., in a given activity will be accepted as one (1) year of experience in that activity for placement on the head coach salary schedule.

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

3. Each year as an assistant in a given activity will be accepted as one (1) year of experience in that activity for placement on the assistant coach salary schedule.

B. The index listed for each salary classification will be applied to the beginning 0 Step of the BS Degree salary schedule which is in effect in September of each school year. Supplemental salaries will not be changed during a given school year as a result of an increase in the base salary schedule during that year.

C. A stipend of $2,000.00 is allocated to each of the four (4) high schools for supervisors of conditioning. A plan for the payment of the $2,000.00 to staff members will be developed by the Athletic Council and be approved by the athletic director and the principal of each school. This plan will be submitted to the Assistant Superintendent - Personnel for the following school year by June 1st of each year.

D. The subsidy for high school club advisors will be $6,000.00 per high school (including the Career Academy) for club advisors' salaries. These funds shall be used at the discretion of the high school principal and shall include costs related to the school musical (i.e., vocal director, orchestra director and choreographer). The principal of the building will be responsible for evaluating the performance of the clubs annually, and for developing their plan for the following year.

This plan must be submitted to the Assistant Superintendent - Personnel by June 1st for the following school year.

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

Each of the middle schools will be allocated $4,000.00 to be used at the discretion of each building principal for clubs, musicals, newspaper advisor, student council advisor, etc.

Each of the intermediate schools will be allocated $4,000.00 to be used at the discretion of each building principal for clubs, musicals, newspaper advisor, student council advisor, etc.

Each elementary school will be allocated an amount determined by multiplying the October ADM for that school times $5.00 per pupil to be used at the discretion of each building principal for clubs, musicals, safety patrol coordinator, student council advisor, etc.

E. Each high school will be given the option of employing a trainer, an Assistant Athletic Director, and an equipment manager, according to the salary schedule, with that person assuming full responsibility for the respective position or the school may employ more than one (1) person with each person assuming partial responsibility and partial pay for the position. The principal will recommend the plan to be used in their building and the payment of the amount of salary for each person when the joint plan is used.

F. The following are independently Board published items incorporated herein by reference. A copy of each shall be posted online:

1. Guidelines for Formation of New School Activities;

2. Criteria and Procedure for Requesting Additional Extracurricular Personnel; and

3. Criteria and Responsibility Factors for Supplemental Pay for Extracurricular Activities.

1603.03 Hourly Rate of Pay

Bargaining unit members who are requested by an administrator and who agree to perform work outside the normal teacher day, other than their normal duties/responsibilities (e.g., grading, lesson planning, etc.), shall be paid an hourly rate of pay established at .001 x the BA-0 step of the salary schedule.

1603.04 Long Term Projects

A. Compensation

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

B. Resident Educator Program

1. The Resident Educator Program, Year One (originally titled Entry Year Program dated March 7, 1990), will, during the term of this Agreement, be maintained in effect.

2. Resident Educator Program Compensation

a. Annual PAL Stipend, $1,000.00.

b. Annual Steering Committee Member (Association) Stipend and PAL Communications Coordinator (Association), $1,000.00.

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

3. Resident Educator Program, after Year One

a. The Steering Committee defined in the Year One Program will provide advice and recommendations regarding the implementation, operation and evaluation of the program after Year One.

1603.05 Professional Development

1603.051

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

1603.052

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

1603.06 Mileage Reimbursement

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

1603.07 Confidentiality of Salary Information

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

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

1603.08 Severance Pay

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

1603.081 Sick Leave Accrual Method

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

   One-third (⅓) of the bargaining unit member's accumulated but unused sick leave to a maximum of 285 days.

B. The Treasurer of the Board shall determine the daily rate of payment by dividing the annual salary by the actual number of days included in the term of service under the bargaining unit member's current contract.

C. The Treasurer shall determine the total severance pay the employee will receive by applying the following formula:

DAILY RATE (As established in Section B)	MULTIPLIED BY	DAYS OF SICK LEAVE (As established in Section A).

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

1603.082 Application

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

1603.083 Payment

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

1603.084 Death

The Board of Education will pay severance pay to the estate of a deceased bargaining unit member in the same amount and manner as though the employee were eligible for severance pay by reason of retirement.

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

A retiring bargaining unit member may request that all or a portion of the member's severance pay be transferred to a tax-sheltered annuity 403(b) and/or 457 Plan provided that the transfer is permissible under then-existing IRS regulations governing the tax shelter of such payments. Transfer will be made only to a 403(b) and/or 457 Plan that is previously in place and which complies with Board regulations applicable to 403(b) and/or 457 Plans for members. The District and Treasurer assume no liability for the tax consequences of such a transfer and have no obligation to advise the member of the tax consequences of any transfer made pursuant to this Section. Any member requesting such a transfer will hold the District harmless from any liability connected with the transfer except loss resulting from failure on the part of the District, or any of its employees, to comply with this provision. If the member's total severance pay exceeds the amount to be transferred to the member's 403(b) and/or 457 Plan, the balance will be paid to the member in accordance with Section 1603.083 above.

1603.09 Pay During Emergency Closing

Bargaining unit members will receive full pay for days when school is closed because of an emergency, provided they follow the directions in Article XVII, Section 1700.23. Also, when

following the conditions of the Article, there will be no deduction for sick leave or for emergency leave. All days in excess of five (5) calamity days, for which the Board determines shall be made up, will be served without additional compensation and will be on a schedule mutually agreed to by the Board and the Association.

1603.10 Insurance Coverage – Private Vehicle

Bargaining unit members not covered by, or until covered by, adequate Board insurance which will hold bargaining unit members harmless for loss and liability, shall not be requested or directed by any member of the administrative staff to transport students. Bargaining unit members may volunteer to transport students if they wish. No bargaining unit member is permitted to transport students in their private vehicle without prior authorization of an administrator.

Head Start personnel who are covered by Board liability insurance may be required to provide non-routine transportation for pupils. In the event of claims for damages arising out of such transportation the Board will defend and indemnify the employee, whether sued individually or jointly with the Board, to the extent required by the Ohio Revised Code. Any such member will immediately notify the Board of any accident involving the transportation of pupils and any claims made as the result of any such accident and will cooperate in the investigation and defense of such claims.

SECTION 1604
PAYCHECK DISTRIBUTION

1604.1 Payroll Procedure

All bargaining unit members shall be paid twice monthly.

Deductions will be made from all paychecks issued with one half (½) of the total amount of monthly deductions deducted from each paycheck.

1604.2 Dates of Payment

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

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

All certificated/licensed personnel on extracurricular supplemental contracts (such as class advisor, coaching, intramural, club advisor and co-curricular salaries) will receive their supplemental pay on the 20th date.

1604.3 Paycheck Errors

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

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

1604.4 Communications Regarding Payroll

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

1604.5 Direct Deposit and Pay

Each bargaining unit member will have their pay deposited directly through electronic transfer to a financial institution

participating in the automatic clearing house system. Members shall have access to pay stubs through a secure website and have the option of email notification.

1604.6 Social Security Numbers

Social Security numbers will not appear on bargaining unit member pay stubs.

SECTION 1605
PAYROLL DEDUCTIONS

1605.01 Retirement

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

A. The amount to be picked up and paid on behalf of each bargaining unit member shall be the total bargaining unit member contribution as required in ORC Section 3307.51. The bargaining unit member's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

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

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

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

1605.02 Income Tax

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

1605.03 Tax Sheltered Annuity 403(b)/457 Plans

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

1605.04 Miscellaneous Deductions

The Treasurer is permitted, with the authorization of the bargaining unit member, to withhold portions of the bargaining unit member's salary for any or all of the following: (1) SMART Federal Credit Union, (2) the State Teachers Retirement System for the repurchase of service credit, or (3) the South-Western Education Foundation.

1605.05 Political Action Committee

The Treasurer shall take such deductions from a bargaining unit member's regular monthly earnings as may be authorized by the bargaining unit member and shall transmit them to OEA Fund or SWEA-PAC in accordance with guidelines developed cooperatively by SWEA and the Treasurer.

1605.06 Deduction for Absence or Separation

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

1605.07 Insurances Available to Regular Employees

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

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

Administrators' Association, which agreement is incorporated as if rewritten into this Agreement.

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

1605.071

Regular Full-Time Employees -- A regular full-time employee is one employed on a regular basis for the school year who works three-fourths (¾) of the school day or more; if the employee's regular assignment consists of full days but fewer than five (5) days per week, the employee will be considered full-time if regularly employed for three-fourths (¾) of the school week or more. Such employees are entitled to full participation and benefits in all insurance programs provided by the Board.

1605.072

Regular - Less Than Full-Time -- A regular, less than full-time employee is one employed on a regular basis for the school year who works less than three-fourths (¾) of the school day; if the employee's regular assignment consists of full days but fewer than five (5) days per week, the employee will be considered part-time if regularly employed for less than three- fourths (¾) of the school week. The same insurance programs are available to regular, less than full-time employees as are available to full-time employees. The Board's premium contribution will be proportional to the amount of time such employee works compared with the amount of time a full-time employee works (e.g., for a half-time employee, the Board will pay 50% of the premium otherwise payable by the Board). The employee will pay the balance of the premium through payroll deduction.

1605.073

Insurance Coverage During Leave Of Absence -- An employee granted a leave of absence by the Board may

continue all or any selected insurance coverage(s) for the duration of such leave to a maximum of two (2) years. However, except as otherwise provided by the Family and Medical Leave Act of 1993, the employee must pay 100% of the premium(s) during the leave.

1605.074 Payment of Premiums Table

A. Regular Employees – Full-Time

Coverage	Health Care*	Vision	Dental	Life
Single	87.5% Paid by Board	100% Paid by Board	90% Paid by Board	$50,000 Paid by Board
Family	75% Paid by Board	100% Paid by Board	90% Paid by Board	$50,000 Paid by Board for Employee Only

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

*For employees whose spouse is also an employee of the District, the Board will pay 75% of the total family premium plus the single premium cost.

B. Regular Employees - Less than ¾ of the school day.

Coverage	Health Care, Dental, Vision, Life Insurance
Single	Premium pro-rated based on percentage of day(s) (or week(s) if the employee regularly works full days for fewer than five (5) days per school week) worked.
Family	Premium pro-rated based on percentage of day(s) (or week(s) if the employee regularly works full days for fewer than five (5) days per school week) worked.

C. For an employee who enrolls under paragraph A above for family coverage whose spouse is also a regular full-time District employee, the Board will pay 75% of the total family premium plus the single premium cost. For an employee who enrolls for family coverage under paragraph A above whose spouse is a regular, less than full-time District employee, the Board will pay 75% of the total family premium plus the single premium cost prorated as to the spouse's part-time service. For an employee who enrolls for family coverage under paragraph B, above whose spouse is also a District employee, the Board will pay 75% of the total family premium prorated as to the employee's part-time status plus the single premium cost prorated as to the spouse's part-time status if the spouse is less than a full-time employee.

D. The Board will to the extent available under Internal Revenue Code Section 125 pay any health insurance premium contributions payable by the employee on a pre-tax basis.

1605.075 Application Procedures

Group Insurance Benefits - New employees who wish to enroll must do so within thirty (30) days of their effective employment (starting) date. All other bargaining unit members who wish to enroll or change coverage may do so only during the open enrollment period of each year. Exceptions to the open enrollment period would be granted for "qualifying events".

1605.076 Files

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

1605.077 Coverages

The insurance coverage shall not be modified during the term of this Agreement except as provided in the

South-Western City Schools Insurance Committee Agreement referenced in 1605.07.

1605.078 **Worker's** Compensation

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

1605.079 Section 125 Flexible Spending Plan

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

SECTION 1606
RETIREMENT INCENTIVE

1606.01 Eligibility for Retirement Incentive

Except as provided below, bargaining unit members who apply and are accepted for service retirement benefits from the State Teachers Retirement System with an effective retirement date of the first day of the month after the last teacher workday immediately following the school year in which the member first becomes eligible for service retirement will be paid retirement incentive payments as provided in this Article.

Bargaining unit members who, after completing the 185-day contract year, require seven (7) or fewer days in a new contract year in order to retire with the eligibility for the retirement incentive, shall be afforded the opportunity to staff the District Enrollment Center during the month of July at the current, highest Board-approved substitute daily rate. The date(s) and times of work shall be mutually agreed between the parties to meet operational need. The bargaining unit member's workday will not exceed seven hours and forty-five minutes, inclusive of a thirty- minute duty-free lunch. The bargaining unit member will

then submit their resignation for purposes of retirement effective August 1 of that calendar year and be awarded the retirement incentive.

Bargaining unit members who otherwise do not retire in the year of first eligibility forfeit the opportunity to receive a retirement incentive payment.

1606.02 Retirement Incentive Amounts

Bargaining unit members eligible for retirement incentive payments will be paid a lump sum payment based on the number of credited retirement service years, as determined by the State Teachers' Retirement System, times five hundred dollars ($500) per year up to a maximum of $17,500.

1606.03 Payment

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

ARTICLE XVII

TEACHING CONDITIONS

SECTION 1700
NORMAL TEACHING DAY

1700.01 Definitions

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

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

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

The term "student day" means that period between the time class convenes and the time school is dismissed, as defined by Appendix E.

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

Standard Schedules

Schedules for the schools of the District at each instructional level will be determined by the Board in compliance with the educational standards governing the operation of public schools in Ohio and the provisions of this Agreement. Appendix F describes the standard schedules for the schools of the District at each instructional level on the effective date of this Agreement. The specific times described therein will vary by a few minutes from school to school based on local needs. The standard schedule may change from year-to-year during the term of this Agreement provided that any such change resulting in a significant departure from the standard times described in Appendix F will not be implemented without first giving the Association notice of such change and the opportunity to bargain.

1700.02 Reporting Time

A. Preschool, Elementary, Intermediate and Middle School Report Time

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

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

B. High School Report Time

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

C. The length of the regular school day for bargaining unit members will not exceed seven hours forty-five minutes, inclusive of lunch.

D. Other responsibilities which may extend beyond the normal teaching day are covered under this Agreement.

1700.03 Lunch Periods

Lunch periods shall be for a minimum of one-half (½) hour free from assignment duty. Bargaining unit members shall not be assigned additional duties in order to implement the thirty (30) minutes uninterrupted, duty-free lunch period.

1700.04 Leave from Building During the School Day

1700.041

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

1700.042

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

1700.05 Building Staff Meetings/Professional Development

Bargaining unit members will not be required to attend more than nineteen (19) general staff meetings per year outside the regularly scheduled normal teaching day, not to exceed a total of nineteen (19) hours in the aggregate. No meeting will be scheduled and held on the same day, except under extenuating circumstances. Meetings will not exceed one (1) hour in duration and will be scheduled to commence immediately before or after the normal teaching day. The exception to the one (1) hour maximum is that up to two (2) meetings may be one and one-half (1 ½) hours long. Notice of such meetings for a school site should be given one month before the meetings are to be held and are not subject to the exception in sentence two, above. Meetings scheduled to last one and one-half (1 ½) hours shall count as one and one-half (1 ½) hours toward the total nineteen (19) hours independent of their actual length.

If needed, building principals may require attendance at a nineteenth (19th) meeting, not to exceed one (1) hour, to train staff on safety issues and/or state required training.

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

Departmental, phase, or grade level meetings should be substituted for a general staff meeting whenever possible. When scheduled by an administrator these meetings count toward the nineteen (19) meetings referred to above.

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

1700.06 Unsatisfactory Conditions

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

Upon notification:

A. The building principal or their designee will take appropriate steps in an effort to bring about a satisfactory solution to the condition and notify the bargaining unit member within three (3) work days as to what is being done to remedy the condition. The use of available alternate classroom facilities will be considered where appropriate. The problem will be remedied, if practicable, within two (2) weeks from the date of the original complaint.

B. Upon mutual determination that no satisfactory solution is available at the building level, the principal will notify the Superintendent of the complaint and the actions taken in response to the complaint.

C. If the Superintendent is unable to bring about a mutually agreeable solution, the Superintendent will make a written report to the Board with a copy to the Association President. Such report will include a statement of the condition and the actions taken in response to the complaint. The Association may make a presentation to the Board at the time the report is considered.

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

1700.07 Instructional Materials/Facilities

1700.071

The Board shall provide appropriate texts, library facilities, laboratory equipment, audio-visual equipment, maps and globes, art supplies, physical education equipment, current periodicals, paper and other clerical supplies, and supplementary materials, either in hard copy or digital copy (when available), as they are the tools of the teaching profession and for the benefit of the students of the District as required to implement the Course of Study.

1700.072

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

1700.073 Process for Budgetary Requests

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

1700.08 Supervisory Duties

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

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

1700.09 Number of Teaching Periods

1700.091 High School

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

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

1700.092 Middle School

The principal will further consult with the bargaining unit member about their teaching assignment. Up to five (5) teaching periods [six (6) for Unified Arts] with two (2) supervisory periods [one (1) for Unified Arts] are found in the present middle school day (1996-1997) as periods are now structured in the day. If a bargaining unit member is assigned six (6) teaching periods, they will not be involuntarily assigned any before or after school supervisory duty.

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

1700.093 Elementary Art, Music, and Physical Education

The principal will further consult with the bargaining unit member about their teaching assignment. Elementary art, music, and physical education teachers shall not be scheduled to teach more than six (6) classes per day in grades K through 4.

1700.094 Intermediate School

The principal will further consult with the bargaining unit member about their teaching assignment. Unified arts teachers will teach up to six (6) periods with one (1) supervisory duty.

1700.10 Inservice/Workdays

The first contract day of the school year for all bargaining unit members as specified in the adopted school calendar will be reserved for District-wide or building inservice or such other meetings or activities as may be scheduled by the Superintendent or their designee. The second contract day of the school year for all bargaining unit members will be reserved for classroom and/or lesson preparation without any meetings. With consensus of the SSC, the activities on day one and two can be transposed. The last contract day of the school year for all bargaining unit members will be used for end-of-the-year check-out responsibilities with no meetings. This day will immediately follow the last scheduled student day in that school year.

Three (3) additional inservice/workdays shall be scheduled; one (1) near the end of the first three (3) grading periods. One day near the end of the first grading period (Central OEA/NEA Day) shall consist of professional development during the first half of the day, followed by classroom and/or lesson preparation without any meetings during the second half of the day. One (1) day near the end of the second grading period shall consist of classroom and/or lesson preparation without any meetings. One (1) day near the end of the third grading period shall consist of professional development during the first half of the day, followed by classroom and/or lesson preparation without any meetings during the second half of the day.

With prior consensus of the building SSC, equivalent time served may be awarded on the four (4) workdays outlined above for participation in a building retreat prior to the beginning of school, schedule pick-up activities, student orientation, and graduation.

Bargaining unit members who qualify for a waiver pursuant to Section 2006 or equivalent time served shall be required first to utilize the equivalent of a full day of the waiver at a time not reserved for professional development.

Bargaining unit members may not utilize waiver time in conjunction with personal leave on an inservice day near the end of the first or third grading periods.

1700.11 Number of Class Preparations

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

1700.12 Class Size

A. Elementary

Effective with the 2003-2004 school year and thereafter, all regular elementary school classes (K-4) will be scheduled where possible to not exceed twenty-five (25) pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed twenty-six (26) pupils after the 16th day of school will be reduced so that no class will exceed twenty-six (26) pupils except that if the bargaining unit member and principal agree, a given class may exceed twenty-six (26) pupils as an alternative to reorganization of the classes within the school building. Pupils enrolling after the 16th day of school will be assigned to that class within the building which has the fewest number of pupils. At the end of the second and third grading periods, any class having more than twenty-seven (27) pupils will be reduced in size to twenty-seven (27) or less, unless the bargaining unit member and principal agree otherwise. When, and as long as, a class is assigned twenty-seven (27) pupils, a person will be assigned to assist the classroom teacher two (2) days per week. This will be accomplished without reassigning said personnel from other duties already allocated. Scheduling of said personnel will be done with the input of the classroom teacher. The Board will comply with State-mandated 25:1 average ratios for grades K-4. The maximum weekly class load for Unified Arts teachers will be 725 students with a maximum of 27 classes.

B. Intermediate and Middle School

Effective with the 2003-2004 school year and thereafter, all regular intermediate and middle school classes (5-8) will be scheduled where possible to not exceed twenty-five (25) pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed twenty-six (26) pupils after the 16th day of school will be reduced so that no class will exceed twenty-six (26) pupils except if the bargaining unit member and principal agree, a given class may exceed twenty-six (26) as an alternative to the reorganization of classes within the school building. Pupils enrolled after the 16th day of school will be assigned to that class within the building which has the least number of pupils. At the end of the second or third grading periods, any 5th or 6th grade class having more than twenty-six (26) pupils will be reduced in size to twenty-six (26) or less, unless the bargaining unit member and principal agree otherwise. At the end of the second and third grading periods, any 7th or 8th grade class having more than twenty-six (26) pupils will be reduced in size to twenty-six (26) or less unless the bargaining unit member and principal agree otherwise. When, and as long as, a class is assigned twenty-seven (27) pupils, a person will be assigned to assist the 5th or 6th grade classroom teacher two (2) days per week and two (2) days a week for a 7th or 8th grade classroom for an amount of time equivalent to the time for which the teacher is responsible for those pupils. This will be accomplished without reassigning said personnel from other duties already allocated. Scheduling of said personnel will be done with the input of the classroom teacher. No more than thirty-one (31) students shall be assigned to a physical education class or a study hall. The maximum weekly class load for 5-6 Unified Arts teachers will be 810 students with a maximum of thirty (30) classes.

C. High School

Effective with the 2003-2004 school year and thereafter, all regular high school classes will be scheduled, where possible, so as to have an average class size in each departmental area of approximately twenty-six (26) pupils per class. Classes which exceed thirty (30) pupils after the 16th school day for

pupils will be reduced so that no class will exceed thirty (30) pupils, except that if the bargaining unit member and the principal agree, a given class may exceed thirty (30) pupils as an alternative to reorganization of the classes within the given school. Pupils enrolling after the 16th day of school will be assigned to that class within each appropriate area having the fewest number of pupils. At the end of the second and third grading period, any class having more than thirty (30) pupils will be reduced in size to thirty (30) or less unless the bargaining unit member and principal agree otherwise. When, and as long as, a class is assigned thirty-one (31) pupils, a person will be assigned to assist the classroom teacher one (1) day per week for an amount of time equivalent to the time for which the teacher is responsible for those pupils. This will be accomplished without reassigning said personnel from other duties already allocated. Scheduling of said personnel will be done with the input of the classroom teacher. High school classes will be structured so that no teacher will have more than 155 students per day. No more than thirty-four (34) students shall be assigned to a physical education class, and no more than forty (40) students shall be assigned to a study hall.

D. The special education program of the District will be operated in conformity with the applicable regulations of the Ohio Department of Education and Workforce.

E. The teacher maximum pupil load and class size limits do not apply to teachers of musical performance classes and classes where enrollment is subject to permission of the instructor.

F. Kindergarten teachers will have the services of an aide in the classroom on an "as-needed" basis as determined by the Administration at its sole discretion; provided that, for the 2011-12 school year, the number of kindergarten aides will not be reduced by more than fifty percent (50%) of the number of kindergarten aides employed in the 2010-11 school year and, for the 2012-13 school year, the number of kindergarten aides will not be reduced by more than fifty percent (50%) of the number of kindergarten aides employed in the 2011-12 school year.

G. Bargaining unit members who accept combined classes assigned in writing by the Administration at levels K-4 and who retain such assignments for the entire school year will be paid a supplement of two thousand five hundred dollars ($2,500.00) per year. The stipend amount will be pro-rated for members who do not hold such assignment for the entire year. Payment will be made as part of regular salary. This stipend will not be available for any teacher in any building whose combined class results from the teacher's own written initiation. Assignment to combined classes will be made consistent with Article VIII. Combined class assignments are not promotions.

H. The Board will maintain three (3) full-time aides or the equivalent to assist the District school nursing staff.

I. The Board will make every effort to balance the number of students assigned to be instructed by elementary art, music, and physical education teachers.

1700.13 Room Assignment

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

1700.14 Attendance at Open House

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

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

1700.15 Central OEA/NEA Day

Effective for the 2017-2018 school year and thereafter, Central OEA/NEA Day shall consist of professional development during the first half of the day, followed by classroom and/or lesson preparation without any meetings during the second half of the day except when a member must complete the training in site-based decision-making skills pursuant to Section 2003.

1700.15 Support in Maintenance of Discipline

A. Pupil Conduct Codes

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

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

B. Notice of Violent Behavior

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

C. Middle School Discipline

With regard to establishing a preventive and positive procedure for dealing with discipline, each middle school is encouraged to develop a process by which discipline and its

causes can be evaluated. Data obtained through this process will be used to cooperatively develop the most effective and productive way(s) of dealing with the discipline problem(s) at each building.

D. Building Emergency Notification Plan

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

E. Building Security Plan

Each building will have a building security plan developed annually by the Site Steering Committee. The building security plan will be available to bargaining unit members.

1700.17 Assault or Legal Action

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

1700.18 Bargaining Unit Member Incurring Injury or Damage

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

1700.19 Consent to Participate in Research

Teacher Consent in Research Projects by College Students or Outside Agencies

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

1700.191

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

1700.192

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

1700.193

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

1700.194

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

1700.195

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

1700.196

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

1700.20 Individual Conference Guidelines

Bargaining unit members shall be afforded the following opportunities:

1. To know the general purpose of any meeting prior to attending.

2. To arrange, in cooperation with the administrator, a mutually agreeable time for meeting.

3. To have an Association representative of their choice at any meeting to provide counsel, or the opportunity to request such counsel during the meeting.

1700.21 Reports and Check Out

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

1700.22 Controversial Issues

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

1700.23 Emergency Closing

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

1700.24 Staff Facilities

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

1700.25 Parent-Teacher Conferences

When Parent-Teacher conferences are part of the school schedule, bargaining unit members will conduct a total of twelve (12) hours of Parent-Teacher conferences per school year at times when pupils are not scheduled to be present. Distribution and scheduling of hours will be determined by the Site Steering Committee at each site.

1700.26 High School and Middle School Department Leaders

A single period of release time during the teacher day or an annual stipend will be appropriated each year to compensate high school and middle school teachers who are assigned as Department Leaders and who perform additional responsibilities for the benefit of their department(s)/schools. It is within the administration's discretion to determine whether to allow release time or a stipend. If a stipend is elected, the stipend shall be $1,800 per Department Leader.

Departments that shall have Department Leaders are:

> High School: Math, Science, Social Studies, English, Business/Career Tech, and Special Education
>
> Middle School: Math, Science, Social Studies, Language Arts, and Special Education

High School Department Designees

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

amount of the stipend for each high school building and the career academy is $5,000.

SECTION 1701
PLANNING

1701.1 Individualization of Teacher Planning

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

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

2. The daily lesson plan must be available, if requested, at the time of a significant job performance observation.

3. Bargaining unit members must provide a daily lesson plan for their substitute teacher.

4. Three times per year during an unannounced informal visit, the evaluator may view a member's daily lesson plan for the time of the visit. After the informal visit, the evaluator will provide feedback concerning the daily lesson plan to the bargaining unit member.

5. Review of lesson plans will not be made for purposes of harassment.

1701.2 Elementary School Planning Time

Full-time bargaining unit members in the elementary schools will have a minimum planning time of not less than two hundred (200) minutes per week within the normal teaching day. Of that time, members will have a planning time of at least three (3)

forty-five (45) minute planning periods per week or two (2) sixty (60) minute planning periods per week during the student day.

1701.3 Intermediate and Middle School Planning Time

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

1701.4 High School Planning Time

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

1701.5 Site-Based School Program Enhancement

A. School Program Enhancement Funds

For the 2000-2001 school year and each succeeding year of this Agreement, the Board will allocate the sum of $365,000 as school program enhancement funds to be spent in accordance with this pilot program. Funds will be allocated in the following manner:

1. Each school will be allocated a minimum allocation as follows:

   a. Elementary Schools, $6,000;
   b. Intermediate Schools, $8,500;
   c. Middle Schools, $8,500;
   d. High Schools, $5,000.

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

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

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

B. Establishment of the Building Plan

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

1. a description of the specific needs to be served by the plan and the manner in which the needs were identified,

2. a description of the pupil population to be served by the plan,

3. measurable goals by which the effectiveness of the plan can be assessed,

4. timelines for the implementation of the specific activities required by the plan,

5. a description of the educational benefit to be gained from implementation of the plan,

6. a description of the timelines and methods by which the plan will be evaluated, and

7. a minimum of two-thousand dollars ($2,000) at each elementary and intermediate will be used as stipends for TBT leadership.

A building plan may provide for the use of School Program Enhancement Funds to provide additional opportunities for collaborative planning, the improvement of student

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

C. Employment of Personnel

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

D. Allocation of Funds Title

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

E. Deletion of Provision

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

F. Up to eighty percent (80%) of these funds may be rolled over at the end of the fiscal year for use in the subsequent fiscal year. A building may submit a waiver request to roll over additional funds for a specified use. In the event the fund has one thousand dollars ($1,000) or less at the end of the fiscal year, then the entire amount shall be rolled over to the next fiscal year.

1701.6 Travel Time

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

1701.7 IEP Conferences

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

IEP Writing – Any teacher who is primarily responsible for writing ten (10) or more student IEP(s) shall be provided with a substitute teacher for three (3) school days per school year to write the IEP(s). Any teacher who is primarily responsible for writing less than ten (10) student IEP(s) shall be provided with a substitute teacher for one (1) school day per school year to write the IEP(s). Any bargaining unit member who is partially responsible for writing twenty (20) or more student IEP(s) shall be provided one (1) student day per school year to write the IEP(s). Bargaining unit members shall not be granted release time for both writing IEPs and for writing partial IEPs. Release time is to be served within a district facility. This time will be scheduled in cooperation with a building administrator and is subject to the availability of a substitute teacher, if one is required. Any bargaining unit members who desire such assistance will be provided appropriate computer software and

hardware to assist in that process and any necessary training for this purpose.

IEP Conference Fund − The Board shall allocate the sum of $100,000 to be used to compensate bargaining unit members who attend a meeting of the IEP Team, as required by OAC 3301-51-07 (I), during their planning period or outside the normal workday.

Bargaining unit members attending a meeting of the IEP Team, as required by OAC 3301-51-07 (I), during their planning periods or outside the normal workday will be compensated at the rate of .0075 x the BA-0 step of the salary schedule. The payment shall be charged to the IEP Conference Fund.

The timesheets will be submitted by the bargaining unit member to the building principal. Payments shall be made to bargaining unit members no later than the first payroll of July each year. In the event that the total requested amount exceeds the IEP Conference Fund, all bargaining unit members will receive a prorated payment. Timesheets must be turned in to the building principal no later than the last teacher workday of the school year.

The Board agrees to reallocate to section 1701.7 IEP Conference Fund $300,000 of the monies reserved as of July 1, 2025, pursuant to section 1505 Professional Initiative Fund. The remaining reserve in the 1505 Professional Initiative Fund will continue to be available for the stated purposes until such time as the reserve is exhausted.

The Board will cease allocating monies for the 1505 Professional Initiative Fund and will add the equivalent of the annual allocation (six-tenths (0.6) times the then current BA-0 salary) to the 1701.7 IEP Conference Fund beginning on July 1, 2025, and each year thereafter, such that the IEP Conference fund will have an annual allocation of $100,000, plus six-tenths (0.6) times the then current BA-0 salary. Any remaining reserve in the 1701.7 IEP Conference Fund will continue to be available for the stated purposes until such time as the reserve is exhausted.

1701.8 Annual Ordering

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

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

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

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

1701.9 Classroom Visitation Guidelines

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

A. Prior arrangements with the bargaining unit member should be made. Visitor(s) should inform the member of the general purpose of the visitation or observation.

B. When prior arrangements have not been made, bargaining unit member(s) and/or visitor(s) shall have the opportunity

to reschedule the visitation if the visitation is at an inconvenient time.

C. When practical, the visitor(s) and the bargaining unit member should arrange a conference to discuss the observation.

D. No electronic devices will be used to make any record of the visit except by agreement of the bargaining unit member (this policy also applies to school personnel).

E. Building administrators will do all that is possible to prevent unnecessary classroom disruptions.

SECTION 1702
CURRICULUM DEVELOPMENT

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

1. District Curriculum Study Committee

2. Central Curriculum Committee

1702.1 District Curriculum Study Committee

A. Membership (each functioning committee)

1. A general chairperson designated by the Superintendent/ designee.

2. SWEA designee appointed by the President of the Association.

3. Representatives from each school.

a. High School - one member representing the subject area or affected course.

b. Middle School - one bargaining unit member (per grade level) in the subject under study.

c. Elementary School - one bargaining unit member per school representing grades K, 1, 2 and one bargaining unit member representing grades 3 and 4.

d. Intermediate School - one bargaining unit member per school representing grades 5 and 6.

B. Function

1. To accomplish any of the following tasks consistent with the seven-year curriculum cycle:

   a. Textbook adoption

   b. Evaluate and revise curriculum consistent with state standards

   c. Evaluate, revise and update student-based Competency Tests

   d. Write courses of study

   e. Evaluate, revise, and update present course of study

   f. Write Curriculum Guide

   g. Evaluate, revise, and update present Curriculum Guide

2. To communicate to the affected building staff membership and administration via the building representative(s) about the identified task.

3. To communicate from affected building staff membership to the study committee via the building representative(s) about the identified task.

4. To communicate in writing to and from the Central Curriculum Committee via the study committee Chairperson/designee.

5. To make study committee closure presentation to Central Curriculum Committee via Chairperson/designee prior to presentation to the Board.

6. To develop building level implementation procedures for board approved documents by each building representative in cooperation with the building principal/designee.

C. Meetings

1. A tentative schedule of meetings and overall scope of task to be accomplished shall be determined at the initial meeting of the District Study Committee and copies will be provided for each committee member.

2. The agenda shall be the responsibility of the Chairperson of the Committee.

3. Minutes of the meeting shall be distributed to all committee members and all members of the Central Curriculum Committee.

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

1702.2 Central Committee

A. Membership

1. The Superintendent or their specifically designated representative shall serve as chairperson.

2. Four (4) additional top-level administrators involved in staff and/or curriculum development.

3. The President of SWEA or their designated representative.

4. Four (4) additional representatives as appointed by the Association President.

5. Four (4) bargaining unit member representatives [one (1) elementary, one (1) intermediate, one (1) middle school, and one (1) high school], to be appointed by the aforementioned members (1 and 3) of the Central Committee.

6. Four (4) principals, one from each level, appointed by the same aforementioned members (1 and 3) of the Central Committee.

B. Central Committee Function

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

2. Develop and monitor a seven-year curriculum cycle that will include all areas of the curriculum and a timeline showing all stages of development, implementation, evaluations, and revision.

3. Distribute to all bargaining unit members a copy of the seven-year curriculum cycle and the district's long and short term goals and objectives no later than May 15th for the next school year. Updates will be provided as the Committee deems necessary.

4. To call instructional level or subject area meetings as deemed necessary by the Committee. Bargaining unit members' participation shall be voluntary if held outside regular school hours.

5. To organize subcommittees as deemed necessary.

6. To oversee the work of all subcommittees and all district curriculum study subcommittees.

7. To act in an advisory capacity to district level curriculum study committees in the curriculum development process.

8. To receive and present completed documents for Board approval via the Superintendent or their designee.

9. Monitor the work of all District study committees through regular and timely reports submitted to the Committee by study committee chairpersons and to the Association through the SWEA designee.

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

C. Meetings

1. Meetings of Central Committee shall be regularly scheduled throughout the school year with no fewer than three (3) meetings during the year. Additional meetings may be called by the Chairperson as needed or upon request of Committee Members (building or central). Building committees or representatives, study committee chairpersons or members, individual bargaining unit members and/or administrators, may contact the Chairperson regarding agenda items or their desire to personally be placed on the agenda for presentation of an item of business. The schedule of Central Committee meeting dates shall be made available to Site Steering Committee members no later than the last week of September of each school year.

2. Agenda for the meeting shall be the responsibility of the Chairperson. Items for the agenda may be submitted by any member. Items should be submitted at least five (5) days prior to the day of the meeting.

3. Minutes of the meeting shall be tentatively approved by the Superintendent and SWEA President prior to distribution. Copies of the minutes shall be distributed to all Committee Members and to the building committees

at each building. Formal approval of the minutes shall occur at the next meeting.

SECTION 1703
PROFESSIONAL GROWTH

1703.1 Introduction

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

1703.2 Inservice Program

The inservice programs in the District shall involve professional bargaining unit members. This involvement shall be in the initiation and the implementation of the inservice programs.
The Administration will inform the bargaining unit members of those inservice programs which are mandatory as certain inservice programs develop; otherwise, the inservice is voluntary. All mandatory inservice shall be done during the normal teaching day.

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

1703.3 Professional Development Day Schedule 2017 - 2018 school year and thereafter

A. As referenced in Section 1700.10 above, the master calendar shall include two half-days of professional development near the end of the first and third grading periods. Professional development shall not extend beyond the midpoint of the teacher workday - currently:

    a. Elementary – 11:07am;
    b. Intermediate and Middle School – 12:10pm; and
    c. High School – 11:23am.

    No staff meetings will occur outside of the regularly scheduled day on Professional Development Days.

B. One half-day of professional development activities will be determined by the Site Steering Committee to support the building's Continuous Improvement Plan. The other half-day of professional development will have a district-wide focus. The focus and schedule for this half-day will be determined by the District Staff Development Committee and approved by the Administration. The schedule will be published by May 1 of the preceding year to allow for planning by individual building sites.

C. Professional Development for Bargaining Unit Members from Multiple Sites

1. A group of bargaining unit members from multiple sites may meet to participate in professional development activities on a given professional development day if they are released by their respective building SSC's for such purpose.

2. A bargaining unit member desiring to be released from obligation at the site on a given professional development day in order to participate in professional development activities at a different site may do so only if granted permission by the building SSC.

3. A bargaining unit member requesting to be released from obligation at the site on a given professional development day must submit to the SSC a form including the date of the professional development day in question and an explanation of how the intended professional development activity will support the building's Continuous Improvement Plan. If approved by the SSC, the form will be signed by the building principal and the SWEA head faculty representative or their SSC designee.

4. Bargaining unit members will neither be required nor pressured to participate in professional development activities away from their respective sites.

5. The provisions of Items C-1 through C-4 above do not apply to the district-wide focus half-day.

D. The Board will annually budget and appropriate to the Professional Development Day Fund an amount equal to 1.33 times the then current BS-0 salary to be distributed to each building on a per bargaining unit member basis. By July 1, buildings will receive 80% of their anticipated allocation. By October 15, the remaining allocation shall be made based on the number of bargaining unit members assigned to the building as of October 1. The Site Steering Committee will utilize the fund to support the activities cited in Paragraph B above.

SECTION 1704
INTERNAL SUBSTITUTION

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

1704.1

The regular bargaining unit member will be paid at the internal substitute rate of pay. The internal substitute rate of pay shall be established at .006 X the BA-0 step of the salary schedule or the district established beginning substitute rate of pay whichever is greater.

1704.2

High school, middle school and intermediate school bargaining unit members in schools with fixed class periods, who are assigned during their conference periods to cover the assignment of the bargaining unit member shall be paid at the rate of one-sixth (⅙) of the internal substitute rate of pay for each 45 or 55 minute period, or a proportional amount for smaller periods. Such assignment shall be on an equitable basis.

1704.3

Elementary, intermediate and middle school bargaining unit members of self-contained classes who are assigned students from an absent bargaining unit member's class shall be

compensated at the internal substitute rate of pay per day divided on a pro-rated basis of the portion of the class taken and the period of time they have the students. Any students reassigned from an absent bargaining unit member's class shall be divided either within their grade level, or the grade levels immediately above or below. Such assignments shall be made on a fair and equitable basis. The building principal may assign students to additional grade levels at their discretion.

(Example: Four (4) regular bargaining unit members divide the twenty-six (26) students of an absent bargaining unit member equally among their classes for the entire day, they would be paid one-fourth (¼) of the internal substitute rate of pay.)

1704.4

In elementary and intermediate, there may be instances that after every reasonable effort to secure a substitute for music, art, unified arts, or physical education have been made, and the principal is unable to assign a non-classroom certificated employee, the bargaining unit member may have to continue their regular program during the scheduled music, art, or physical education time. This would cause the regular bargaining unit member to lose their scheduled planning time.

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

1704.5

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

1704.6

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

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

SECTION 1705
CRITICAL BUILDING CONCERNS

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

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

PROCEDURES

1. Prior to requesting a study, the bargaining unit member(s) should have followed all of the procedures outlined in Article IV of this Agreement if applicable.

2. The SWEA President will give written notification to the Assistant Superintendent - Personnel requesting an informal review of the building in question.

3. Within five (5) working days the Assistant Superintendent - Personnel will inform the principal in writing that a petition has been filed.

4. The Assistant Superintendent - Personnel will contact the SWEA President to establish a meeting for an informal review.

5. Within ten (10) working days of step number 4, a meeting will be held by the Assistant Superintendent - Personnel and SWEA President at which time a decision will be made whether or not to pursue a formal review.

6. If it is decided that such a study is not appropriate, a letter signed by the SWEA President and the Assistant Superintendent - Personnel will be sent immediately to the requesting bargaining unit member(s) with a copy being sent to the principal regarding the action taken.

7. If it is decided that such a study is appropriate, the Assistant Superintendent - Personnel will inform the principal, in writing, within two (2) working days regarding the initiation of a study.

8. The Superintendent will meet with the President of SWEA within three (3) working days of the initiation of the study to appoint the committee of four (4) persons.

9. Within five (5) working days of the committee selection, the Study Committee will meet with the building principal. The major purpose of this meeting will be to determine the method for gathering data for the study.

10. The Committee will collect data for the study in accordance with the provisions determined by the Study Committee. The principal will have input into this procedure of data collection as per procedure 9 above.

11. The findings of the study and appropriate recommendations will be verbally reported to the Superintendent and the building principal.

12. Within five (5) working days of the report of study result recommendations to the Superintendent, the Superintendent

will meet with the principal of the building in question and inform them of any actions they plan to implement.

13. The Superintendent will inform the President of SWEA concerning the actions they have taken in regard to recommendations of the Study Committee.

14. The principal shall be permitted to meet with the Superintendent to inform, discuss, counsel, etc., concerning their building situation prior to the study, or following the communication of the study recommendations.

SECTION 1706
SPECIAL EDUCATION

INTRODUCTION

Students with IEPs will be placed in their least restrictive environment, as designated by their IEP, at the earliest possible opportunity during the school year. If, and when, a placement is at capacity, any student(s) with IEP(s) who are not placed shall be placed in the class best able to accommodate them.

If there is a need for additional placements every effort will be made by the district administration to obtain additional appropriate placements. If, in the event a placement is unavailable, the students not placed will be evenly distributed to those classes most able to absorb them while also meeting as nearly as possible their special needs.

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

1706.1 Definitions

A. Inclusion - Means the practice of assigning students with an IEP to a general education classroom with the full or part-time accompaniment of special service personnel.

B. For purposes of this section (1706), General education classrooms are defined as:

Math
Social Studies
Science
Reading
Language Arts

C. Special Education Classroom − Means a classroom that exclusively serves students with IEPs.

D. Student with an IEP - Means a student identified with a disability and receiving specially designed instruction outlined in an Individual Education Plan.

1706.2 Least Restrictive Environment Advisory Committee (LREAC)

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

A. Provide support for South-Western City Schools' implementation of the LRE mandate.

B. Administer a Needs Assessment to the bargaining unit members relevant to meeting the needs of students in the LRE and develop and implement a training package based upon the results of that assessment. The training package shall be sent to the Staff Development Committee Coordinator to be scheduled as a part of the District's overall staff development plan.

C. To assist in implementing LRE programming in a manner consistent with Federal, State, and District policies and procedures.

D. To recommend to the Superintendent and Association President any amendments to the Negotiated Agreement that may be necessary to implement the LRE mandate.

E. Association members who serve on the LREAC will be paid a stipend as provided in Section 1603.04(A) of the Collective

Bargaining Agreement for committee service. Said payment shall be made on March 20 of each school year. The Committee may submit recommendations, as provided in paragraph D above, for the continuation or modification of association member compensation for committee service after June 30, 2005.

F. The LREAC shall be comprised of five (5) members appointed by the Superintendent and five (5) members appointed by the Association President. Additional members may be added by a majority vote of the committee.

G. The LREAC shall establish its operating rules and meeting schedule.

1706.3 Inclusion Programs Shall Include the Following:

A. Common Planning Time for Special Education Inclusion Programs

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

B. General Education Instructor Participation in IEP Conferences, Preschool-12

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

C. General Education Teacher Participation in Inclusion

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

1706.4 Class Size and Instructional Period Caps

The district will ensure that the special education program of the District will be operated in conformity with the applicable regulations of the Ohio Department of Education and Workforce. Caseload and instructional period ratios outlined in OAC 3301-51-09 (I-2) for specific disability categories will not be exceeded when an intervention specialist is serving students from multiple disability categories.

A. Special Education Classrooms shall include no more than twelve (12) students with IEPs at grades K-8 and no more than sixteen (16) students with IEPs at grades 9-12; unless the Ohio Operating Standards for the Education of Children with Disabilities specify lesser amounts.

B. At the Elementary Level, no more than five (5) students with IEPs are to be placed in any Elementary general education classroom without the full or part-time accompaniment of special service personnel. For Unified Arts classes, the Board will make every effort to meet the standard set for general education classrooms. Students with "speech only" IEPs are not included in the cap referenced in this paragraph.

C. At the Intermediate Level, no more than five (5) students with IEPs are to be placed in any Intermediate general education classroom without the full or part-time accompaniment of special service personnel. General education classrooms, as used in this paragraph include math, science, social studies, reading, and language arts classes. For Unified Arts classes, the Board will make every effort to meet the standard set for general education classrooms. Students with "speech only" IEPs are not included in the cap referenced in this paragraph.

D. At the Middle School Level, no more than six (6) students with IEPs are to be placed in any general education classroom without the full or part-time accompaniment of special service personnel. General education classroom, as used in this paragraph includes math, science, social studies, reading, and language arts classes. For Unified Arts classes, the Board will make every effort to meet the standard set for general education classrooms.

   At the Middle School Level, when an intervention specialist is assigned to provide part-time accompaniment to students in more than one general education classroom in a single instructional period, no more than ten (10) students with IEPs will be assigned to each of the general education classrooms. An intervention specialist will not be assigned to more than two general education classrooms in a single instructional period. The Board will make every effort to ensure than an intervention specialist serves no more than thirteen (13) students in an instructional period. In any event, no Intervention Specialist shall serve more than fifteen (15) students in a single instructional period.

E. At the High School Level, no more than seven (7) students with IEPs are to be placed in any general education classroom without the full or part-time accompaniment of special service personnel. General education classroom, as used in this paragraph includes math, science, social studies, and English. For all other classes, the Board will make every effort to meet the standard set for general education classrooms.

   At the High School Level, when an intervention specialist is assigned to provide part-time accompaniment to students in more than one general education classroom in a single instructional period, no more than ten (10) students with IEPs will be assigned to each of the general education classrooms. An intervention specialist will not be assigned to more than two general education classrooms in a single instructional period. The Board will make every effort to ensure than an intervention specialist serves no more than sixteen (16) students in an instructional period. In any event, no intervention specialist shall serve more than twenty (20) students in a single instructional period.

F. The teacher maximum pupil load and class size limits do not apply to teachers of musical performance classes and classes where enrollment is subject to permission of the instructor.

G. In the event a bargaining unit member feels a building or grade level plan for the delivery of special education services does not best meet the needs of students, the bargaining unit member may request a review of the plan by the Least Restrictive Environment Advisory Committee (LREAC). The request, submitted to the SWEA President and Superintendent, must list the reasons for the review and shall be heard at the next regularly-scheduled LREAC meeting, but no later than thirty (30) calendar days after the request has been made. The committee's written recommendation shall be submitted to the SWEA President and Superintendent. This process shall not be utilized for matters that are grievable.

1706.5 Class Preparations per Instruction Period

The Board will make an effort not to assign bargaining unit members to teach multiple courses of study to a Special Education Class during a single instructional period.

SECTION 1707
STUDENTS WITH 504 PLANS

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

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

SECTION 1708
MEDICAL PROCEDURES AND MEDICATION

No member of the bargaining unit other than nurses, multi-handicapped instructors and Head Start teachers shall be required to administer medication, assist a student with bodily needs, or perform medical procedures. All persons required to perform any of the above shall receive proper training. Members may volunteer to administer medication, to assist a student with bodily needs or to perform medical procedures provided such members are properly trained. The Association will not contest the out-sourcing of work involving the administration of medication, assistance of students with bodily needs or performance of medical procedures for students unless such out-sourcing is in direct violation of an agreement reached through the committee established by the Alternative Bargaining Team on Community Services.

ARTICLE XVIII

PART-TIME BARGAINING UNIT MEMBERS

SECTION 1800
CONTRACTS

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

SECTION 1801
BENEFITS

Benefits for part-time bargaining unit members shall be provided in accordance with Article XVI, Section 1605.072.

SECTION 1802
SCHEDULED WORKDAY

1802.1

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

1802.2

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

1802.3

The number of teaching periods, preparations and supervisory duties will be equitably assigned in a fashion consistent with teaching periods, preparations and supervisory duties assigned full-time members in the same area.

SECTION 1803
GENERAL PROVISIONS

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

ARTICLE XIX

DRUG-FREE WORKPLACE ACT/SMOKING

SECTION 1900
DRUG-FREE WORKPLACE ACT

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

1900.1

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

1900.2

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

1900.3

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

1900.4

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

1900.5 Disciplinary Action

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

SECTION 1901
SMOKING

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

ARTICLE XX

SITE-BASED DECISION-MAKING

SECTION 2000
DEFINITION

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

SECTION 2001
ORGANIZATION

A. Each building shall have at least a Site Steering Committee minimally consisting of five (5) bargaining unit members in buildings with a certificated staff of twenty-five (25) or less, or seven (7) bargaining unit members in buildings with a certificated staff in excess of twenty-five (25). The majority of the committee shall be bargaining unit members. Membership shall be determined annually and shall consist of:

1. Building principal or their designee.

2. A member appointed by the principal.

3. SWEA Head representative or their designee.

4. The slate of the remaining bargaining unit members of the committee shall be jointly identified and agreed upon by 1 and 3 above and ratified by a majority vote of the bargaining unit members on the staff.

5. Additional non-bargaining unit members shall be added, consisting minimally of one (1) classified staff member and one (1) parent and, where appropriate, one (1) student. The individuals shall be determined by consensus of those members agreed to in 1-4 above, except that the manner in which the classified staff member is recommended for appointment to the Site Steering

Committee will be determined through agreement between the Board of Education and OAPSE.

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

B. District-Wide Programs

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

SECTION 2002
SITE STEERING COMMITTEE FUNCTIONS

1. To determine the areas of operation that will be site-based.

2. To guide site-based decision-making committees and foster decisions reflecting the mission and goals of the site and the vision and beliefs of the District.

3. To provide for an evaluation of the effectiveness of curriculum offerings and teaching methods.

4. To provide for a curriculum needs assessment that improves the total school program.

5. To develop and communicate the Continuous Improvement Plan.

6. To designate district curriculum study building representatives.

7. To facilitate two-way communication with other committees off-site including but not limited to the Central Curriculum Committee.

8. To assist in the training and implementation of site-based decision-making in buildings and serve as a model for other committees.

SECTION 2003
TRAINING

1. Between May 1 and the inservice/workday scheduled near the end of the first grading period, all persons who will be serving on any site-based decision-making body who have not had the mutually agreed upon training in site-based decision-making skills, will receive a mutually agreed upon number of hours of training. The training may include, but not be limited to, identification of stakeholders, reaching consensus, how to collaborate, accountability as a representative team member, different levels of decision-making and using timed agendas.

2. Recognizing that Site Steering Committees are on a continuum of development, the Board will provide ongoing support in terms of training. The District Staff Development Committee will prepare an annual progress report identifying developmental needs at the sites based on criteria including the following: (1) each site's progress in implementing the site-based decision-making skills as identified in paragraph 1 above; (2) each site's progress in development and implementation of its continuous improvement plans; (3) such other factors as may enhance the effectiveness of the

Site Steering Committee. Based on the results of the progress report, the Board will identify and allocate resources for intervention at a level appropriate to each site. Such intervention may include additional training, support of an appropriate number of SSC process consultants, and other intervention resources as determined by the District Staff Development Committee. Intervention at a particular site may also be initiated by the joint request of the Superintendent and the Association president.

3. An annual stipend will be appropriated each year to compensate bargaining unit members for training hours and committee work. In buildings with a certificated staff of twenty-five (25) or less the amount will be $2,200 and in buildings where the certificated staff is in excess of twenty-five (25) the amount will be $3,000. Each Site Steering Committee is responsible for apportioning the amount allocated by the Board under this paragraph among bargaining unit participants on site-based decision-making bodies. Payment by the Board to affected bargaining unit members will occur on March 20, provided the Treasurer of the Board receives notice from the committee by March 1 as to who is eligible and the individual amounts due.

4. All training will be at the District's expense.

5. The District and the Association shall collaboratively plan, implement, and revise the training described in paragraph one (1) of this section.

SECTION 2004
CONSENSUS

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

SECTION 2005
ACCOUNTABILITY

1. Meetings of the Site Steering Committee shall be held at least once a month. The method for calling additional meetings shall be determined by the SSC.

2. Agendas for all site-based decision-making committees shall be developed by the principal or their designee and the SWEA representative of the committee. Items for the agenda should be submitted in writing five (5) days prior to the meeting and the agenda should be published five (5) days prior to the meeting in a defined location at each site. The building principal or their designee and SWEA representative may mutually waive the five-day requirement.

3. Minutes of all site-based decision-making committee meetings shall be recorded and copies distributed to all members at the site. Minutes shall provide evidence that affected stakeholders have been identified and represented, consensus has been achieved, procedures for collecting and analyzing data have been described and anticipated outcome has been stated.

4. The work of site-based committees shall demonstrate a commitment to continuous improvements by making quality decisions reflecting up-to-date research, methodologies, and innovative practices and by evaluating the effectiveness of those decisions.

5. All requests for bargaining unit members to cover classes/duties for a bargaining unit member attending District Committee Meetings will be initiated and provided for by the building administration.

SECTION 2006
DECISION-MAKING PARAMETERS

1. Site-based decisions shall be made according to this section of the contract.

2. Site-based decisions shall be in compliance with state and federal law, board of education policy and employee

negotiated agreements. Decisions shall have appropriate waivers if required and not create an adverse effect on other sites or parties of interest. Approved waivers will be for a maximum of one (1) year and will automatically expire unless extended by mutual agreement. Waivers for state department regulations would come through the Ohio Department of Education and Workforce. The Superintendent and Association President will mutually determine which proposals will be implemented or rejected or dealt with in a manner deemed appropriate by both parties. Any amendments necessary as a result of any joint bargaining team agreement will be submitted for ratification in accordance with Article I, Section 101 of this Agreement.

ARTICLE XXI

COMMUNITY SERVICES

SECTION 2100

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

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

- Board of Education
- SWEA
- OAPSE
- SWAA

Given the following:

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

ARTICLE XXII

MEMORANDA OF UNDERSTANDING

SECTION 2200
MEMORANDA OF UNDERSTANDING

1. The Board and the Association have, during the course of negotiations for this Collective Bargaining Agreement and predecessor agreements, entered into memoranda of understanding. Those memoranda having current application are attached to this Agreement.

2. Notwithstanding any provision of Ohio Law to the contrary, including but not limited to Chapter 4117 of the Revised Code, the parties agree that no issue which would not otherwise be a mandatory subject of collective bargaining shall become a mandatory subject of collective bargaining solely by reason of reference to that issue in a memorandum of understanding.

3. Memoranda of understanding shall designate whether or not the provisions of such memoranda are enforceable through the grievance procedure of the Collective Bargaining Agreement. The grievance procedure of Article IV may be used to determine compliance with the provisions of any memorandum attached to this Agreement, unless such memorandum expressly provides that it is not subject to the grievance procedure.

ARTICLE XXIII

DISTRICT WIDE WAIVERS

A group of district wide employees (defined as bargaining unit members holding positions which are posted as "district wide") may request a waiver, as described in Section 2006, by submitting the waiver request directly to the Superintendent and Association President.

Requests shall follow the same procedures and meet the requirements listed in Section 2006.

APPENDIX A

SALARY SCHEDULE INDEX AND SALARY SCHEDULES

A. The attached Salary Schedule designated Schedule "A" will be in effect from July 1, 2025, through June 30, 2026.

B. The attached Salary Schedule designated Schedule "B" will be in effect from July 1, 2026, through June 30, 2027.

C. The attached Salary Schedule designated Schedule "C" will be in effect from July 1, 2027, through June 30, 2028.

APPENDIX A

South-Western City Schools
SALARY INDEX

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

APPENDIX A-1

SALARY SCHEDULE "A"

SOUTH-WESTERN EDUCATION ASSOCIATION				
JULY 1, 2025 – JUNE 30, 2026 SALARY SCHEDULE				
BA BASE: $50,290.00				
STEP	**BA/BS**	**BA/BS + 30**	**Masters**	**MA + 30**
0	$50,290.00	$52,804.50	$55,319.00	$57,833.50
1	$53,005.66	$55,671.03	$58,336.40	$60,951.48
2	$55,721.32	$58,537.56	$61,353.80	$64,069.46
3	$58,436.98	$61,404.09	$64,371.20	$67,187.44
4	$61,152.64	$64,270.62	$67,388.60	$70,305.42
5	$63,868.30	$67,137.15	$70,406.00	$73,423.40
6	$66,583.96	$70,003.68	$73,423.40	$76,541.38
7	$69,299.62	$72,870.21	$76,440.80	$79,659.36
8	$72,015.28	$75,736.74	$79,458.20	$82,777.34
9	$74,730.94	$78,603.27	$82,475.60	$85,895.32
10	$77,446.60	$81,469.80	$85,493.00	$89,013.30
11	$80,162.26	$84,336.33	$88,510.40	$92,131.28
12	$82,877.92	$87,202.86	$91,527.80	$95,249.26
13	$85,593.58	$90,069.39	$94,545.20	$98,367.24
14	$85,593.58	$90,069.39	$97,562.60	$101,485.22
15	$85,593.58	$90,069.39	$100,580.00	$104,603.20
18	$88,309.24	$92,935.92	$103,597.40	$107,721.18
21	$91,024.90	$95,802.45	$106,614.80	$110,839.16
24	$93,740.56	$98,668.98	$109,632.20	$113,957.14

APPENDIX A-2

SALARY SCHEDULE "B"

SOUTH-WESTERN EDUCATION ASSOCIATION				
JULY 1, 2026 – JUNE 30, 2027 SALARY SCHEDULE				
BA BASE: $51,799.00				
STEP	**BA/BS**	**BA/BS + 30**	**Masters**	**MA + 30**
0	$51,799.00	$54,388.95	$56,978.90	$59,568.85
1	$54,596.15	$57,341.49	$60,086.84	$62,780.39
2	$57,393.29	$60,294.04	$63,194.78	$65,991.93
3	$60,190.44	$63,246.58	$66,302.72	$69,203.46
4	$62,987.58	$66,199.12	$69,410.66	$72,415.00
5	$65,784.73	$69,151.67	$72,518.60	$75,626.54
6	$68,581.88	$72,104.21	$75,626.54	$78,838.08
7	$71,379.02	$75,056.75	$78,734.48	$82,049.62
8	$74,176.17	$78,009.29	$81,842.42	$85,261.15
9	$76,973.31	$80,961.84	$84,950.36	$88,472.69
10	$79,770.46	$83,914.38	$88,058.30	$91,684.23
11	$82,567.61	$86,866.92	$91,166.24	$94,895.77
12	$85,364.75	$89,819.47	$94,274.18	$98,107.31
13	$88,161.90	$92,772.01	$97,382.12	$101,318.84
14	$88,161.90	$92,772.01	$100,490.06	$104,530.38
15	$88,161.90	$92,772.01	$103,598.00	$107,741.92
18	$90,959.04	$95,724.55	$106,705.94	$110,953.46
21	$93,756.19	$98,677.10	$109,813.88	$114,165.00
24	$96,553.34	$101,629.64	$112,921.82	$117,376.53

APPENDIX A-3

SALARY SCHEDULE "C"

SOUTH-WESTERN EDUCATION ASSOCIATION				
JULY 1, 2027 – JUNE 30, 2028 SALARY SCHEDULE				
BA BASE: $53,353.00				
STEP	**BA/BS**	**BA/BS + 30**	**Masters**	**MA + 30**
0	$53,353.00	$56,020.65	$58,688.30	$61,355.95
1	$56,234.06	$59,061.77	$61,889.48	$64,663.84
2	$59,115.12	$62,102.89	$65,090.66	$67,971.72
3	$61,996.19	$65,144.01	$68,291.84	$71,279.61
4	$64,877.25	$68,185.13	$71,493.02	$74,587.49
5	$67,758.31	$71,226.26	$74,694.20	$77,895.38
6	$70,639.37	$74,267.38	$77,895.38	$81,203.27
7	$73,520.43	$77,308.50	$81,096.56	$84,511.15
8	$76,401.50	$80,349.62	$84,297.74	$87,819.04
9	$79,282.56	$83,390.74	$87,498.92	$91,126.92
10	$82,163.62	$86,431.86	$90,700.10	$94,434.81
11	$85,044.68	$89,472.98	$93,901.28	$97,742.70
12	$87,925.74	$92,514.10	$97,102.46	$101,050.58
13	$90,806.81	$95,555.22	$100,303.64	$104,358.47
14	$90,806.81	$95,555.22	$103,504.82	$107,666.35
15	$90,806.81	$95,555.22	$106,706.00	$110,974.24
18	$93,687.87	$98,596.34	$109,907.18	$114,282.13
21	$96,568.93	$101,637.47	$113,108.36	$117,590.01
24	$99,449.99	$104,678.59	$116,309.54	$120,897.90

APPENDIX B

EXTRACURRICULAR SALARY SCHEDULE

ATHLETIC DIRECTOR

CLASS I
Band Director - HS
Basketball - HS
Football - HS
Trainer - HS

CLASS II
Athletic Director, Asst. - HS
Baseball - HS
Drama - HS
Lacrosse - HS
Soccer - HS
Softball - HS
Vocal Music Director - HS
Volleyball - HS
Wrestling- HS

CLASS III
Bowling - HS
Building Coordinator - MS
Cross Country - HS
Equipment Manager
Golf - HS
Gymnastics - HS
Swimming - HS
Tennis - HS
Track - HS

CLASS IV
Band, Asst. (2) - HS
Basketball Asst. - HS
Basketball - MS
Cheerleading Fall - HS
Cheerleading Winter - HS
Football, Asst. - HS
Football - MS
Gymnastics - MS
Track - MS
Marching Band Staff - HS
Wrestling, Asst. - HS
Yearbook Advisor - HS

CLASS V
Baseball, Asst. - HS
Band Director - MS
Cross Country - MS
Lacrosse, Asst. - HS
Soccer, Asst. - HS
Softball, Asst. - HS
Strings/Orchestra - HS
Strings/Orchestra – MS
Show Choir – HS
Student Council Advisor - HS
Swimming, Asst. - HS
Tennis Clinic - MS
Track, Asst. - HS
Vocal Music, Asst. - HS
Vocal Music Director - MS
Volleyball, Asst. - HS
Volleyball - MS
Wrestling - MS
Skills USA - HS
Building Tech Coordinator - ES/IS/MS

CLASS VI
Cheerleader Fall, Asst. - HS
Cheerleader Winter, Asst. - HS
Cheerleader Fall - MS
Cheerleader Winter - MS
Drill Team Advisor
Football, Asst. - MS
In-the-Know
Junior Class Advisor
Key Club Advisor - HS
Literary Magazine - HS
Newspaper Advisor - HS
Senior Class Advisor
Special Olympics - HS
Track, Asst. - MS
Wrestling, Asst. - MS
Business Prof. of America - HS

CLASS VII
Cheerleader Fall, Asst. - MS
Cheerleader Winter, Asst. - MS
Freshman Class Advisor
Graduation Coordinator
Jazz Band - HS
Mock Trial - HS
Show Choir - MS
Sophomore Class Advisor
National Honor Society - HS
Yearbook Advisor- MS

CLASS VIII
Band Director - IS
Vocal Music Director - IS
Strings/Orchestra – IS

APPENDIX B-1

EXTRACURRICULAR SALARY SCHEDULE
(SUPPLEMENTAL)

EFFECTIVE JULY 1, 2025 – JUNE 30, 2026

BEGINNING BA/BS: $50,290

	Index/ Years of Experience					
	Index	**0-2 years**	**Index**	**3 – 4 years**	**Index**	**5+ years**
Athletic Director	0.21	$10,561	0.23	$11,567	0.25	$12,573
Class I	0.17	$8,549	0.19	$9,555	0.21	$10,561
Class II	0.15	$7,544	0.17	$8,549	0.19	$9,555
Class III	0.13	$6,538	0.15	$7,544	0.17	$8,549
Class IV	0.11	$5,532	0.13	$6,538	0.15	$7,544
Class V	0.09	$4,526	0.11	$5,532	0.13	$6,538
Class VI	0.07	$3,520	0.09	$4,526	0.11	$5,532
Class VII	0.05	$2,515	0.07	$3,520	0.09	$4,526
Class VIII	0.03	$1,509	0.05	$2,515	0.07	$3,520

APPENDIX B-2

EXTRACURRICULAR SALARY SCHEDULE
(SUPPLEMENTAL)

EFFECTIVE JULY 1, 2026 – JUNE 30, 2027

BEGINNING BA/BS: $51,799

	Index/ Years of Experience					
	Index	**0-2 years**	**Index**	**3 – 4 years**	**Index**	**5+ years**
Athletic Director	0.21	$10,878	0.23	$11,914	0.25	$12,950
Class I	0.17	$8,806	0.19	$9,842	0.21	$10,878
Class II	0.15	$7,770	0.17	$8,806	0.19	$9,842
Class III	0.13	$6,734	0.15	$7,770	0.17	$8,806
Class IV	0.11	$5,698	0.13	$6,734	0.15	$7,770
Class V	0.09	$4,662	0.11	$5,698	0.13	$6,734
Class VI	0.07	$3,626	0.09	$4,662	0.11	$5,698
Class VII	0.05	$2,590	0.07	$3,626	0.09	$4,662
Class VIII	0.03	$1,554	0.05	$2,590	0.07	$3,626

APPENDIX B-3

EXTRACURRICULAR SALARY SCHEDULE
(SUPPLEMENTAL)

EFFECTIVE JULY 1, 2027 – JUNE 30, 2028

BEGINNING BA/BS: $53,353

	Index/ Years of Experience					
	Index	**0-2 years**	**Index**	**3 – 4 years**	**Index**	**5+ years**
Athletic Director	0.21	$11,204	0.23	$12,271	0.25	$13,338
Class I	0.17	$9,070	0.19	$10,137	0.21	$11,204
Class II	0.15	$8,003	0.17	$9,070	0.19	$10,137
Class III	0.13	$6,936	0.15	$8,003	0.17	$9,070
Class IV	0.11	$5,869	0.13	$6,936	0.15	$8,003
Class V	0.09	$4,802	0.11	$5,869	0.13	$6,936
Class VI	0.07	$3,735	0.09	$4,802	0.11	$5,869
Class VII	0.05	$2,668	0.07	$3,735	0.09	$4,802
Class VIII	0.03	$1,601	0.05	$2,668	0.07	$3,735

APPENDIX C

SUPPORT PERSONNEL SALARY SCHEDULE

Position	**Ratio** (Applied to current teacher salary schedule)	Total Days	Before	After
Counselor – High School	1.06	205	10	10
Counselor – Middle School	1.06	195	7	3
Counselor – Intermediate School	1.06	190	5	0
Counselor – Elementary School	1.06	190	5	0
Elementary Staff Development Teacher	1.06	190	4	1
Teacher Leader	1.03	188	3	0
Department Leader – High School and Middle School	1.00	189	2	2
Professional Development Trainer	1.00	205	10	10
Instructional Coach	1.00	187	2	0
Preschool Case Manager	1.00	205	10	10
NOTE: Individual bargaining unit members are responsible for working the total number of days. The number of days before and after may be mutually revised by bargaining unit members and their immediate supervisor.				

APPENDIX D

SUPPORT PERSONNEL SALARY SCHEDULE AND EXTENDED TIME SUPPLEMENTAL CONTRACTS

Position	Ratio (Applied to current teacher salary schedule)	Total Days	Before	After
Psychologist (Initially employed in position prior to January 1, 1997)	1.15	205	10	10
Psychologist (Initially employed in position on or after January 1, 1997)	1.06	195	5	5
Social Worker	1.06	195	5	5
Head Librarian – CCHS, FHHS, GCHS, WHS (Initially employed in position prior to January 1, 2002)	1.00	200	10	5
Head Librarian – CCHS, FHHS, GCHS, WHS (Initially employed in position on or after January 1, 2002)	1.00	195	5	5
Family Consumer Science/Vocational Home Economics (Initially employed in position before the 2006-2007 school year)	1.00	195	5	5
Family Consumer Science/Vocational Home Economics (Initially employed in position for the 2006-2007 school year and thereafter)	1.00	185	0	0
Marketing Tech II/Senior ME Teacher/ME II (Initially employed in position before the 2002-2003 school year)	1.00	200	15	0
Marketing Tech II/Senior ME Teacher/ME II (Initially employed in position for the 2002-2003 school year through the 2005-2006 school year)	1.00	192	5	2
Marketing Tech II/Senior ME Teacher/ME II (Initially employed in position for the 2006-2007 school year and thereafter)	1.00	188	2	1
Marketing Tech I/Junior ME Teacher/ME I	1.00	187	2	0
Career Based Intervention/CBE/OWE/OWA/DCT Teachers (Initially employed in position before the 2006-2007 school year)	1.00	192	5	2

Position	Ratio (Applied to current teacher salary schedule)	Total Days	Before	After
Career Based Intervention/CBE/OWE/OWA/DCT Teachers (Initially employed in position for the 2006-2007 school year and thereafter)	1.00	185	0	0
ROTC Instructor (Responsible for working 205 days and to be on duty every day school is in session.)	1.00	205	10	10
Career Academy Career Technical Teacher (Initially employed in position before the 2006-2007 school year)	1.00	195	5	5
Career Academy Career Technical Teacher (Initially employed in position for the 2006-2007 school year and thereafter)	1.00	185	0	0
Occupational Ed Teacher (WHS)	1.00	192	5	2
Educational Success Program Teacher (Initially employed in position before the 2006-2007 school year)	1.00	205	10	10
Educational Success Program Teacher (Initially employed in position for the 2006-2007 school year and thereafter)	1.00	195	5	5
Nurse	1.00	186	1	0
NOTE: Individual bargaining unit members are responsible for working the total number of days. The number of days before and after may be mutually revised by bargaining unit members and their immediate supervisor.				

APPENDIX E

STUDENT DAY
SOUTH-WESTERN CITY SCHOOLS

Level	Starting Time	Dismissal Time
Preschool	8:30 AM 12:15 PM	11:15 AM 3:00 PM
Elementary School*	8:20 AM	2:40 PM
5/6 Intermediate School**	9:10 AM	3:55 PM
7/8 Middle School**	9:10 AM	3:55 PM
High School	8:00 AM	3:20 PM

*Students begin leaving at 2:40 PM

**Students begin leaving at 3:50 PM

MEMORANDA OF UNDERSTANDING

The signatures appearing on the Agreement Page (inside front cover page) are applicable to each of the following memoranda of understanding.

MEMORANDUM OF UNDERSTANDING
Section 101

During the term of the contract immediately preceding the current contract the President of the Association and Superintendent and their designees have engaged in discussions regarding matters considered to be mandatory subjects of collective bargaining. When those discussions have resulted in agreements, those agreements have been reduced to writing as memoranda of understanding. When the agreements required amendments to the Negotiated Agreement, those amendments have been submitted to the Association and then to the Board for ratification.

In the event, during the term of this agreement, that similar discussions shall become necessary or appropriate the parties intend that the practice described above shall govern their discussions. Such discussions shall not, however, require either party to amend or modify any provision of this negotiated agreement.

MEMORANDUM OF UNDERSTANDING
Section 102

In clarification of the composition of the Bargaining Unit in Section 102 of this agreement the parties have expressed and agreed to the following understandings as set forth below.

1. The Board of Education does not intend to reduce the composition of the bargaining unit, using the unit as it exists for the 1990-91 school year as a reference, through the employment of hourly, non-unit personnel to fill positions presently considered bargaining unit work. For example, a classroom teacher employed on a part-time basis will be

employed pursuant to Article XVIII rather than on a non-unit hourly basis.

2. The certificated positions presently excluded from the bargaining unit will not be redefined during the term of this agreement to substantially change the nature of the position to one primarily performing duties now performed by bargaining unit members.

3. Hourly Educational Success positions are not included in the bargaining unit. Such positions will cease to exist as of December 31, 1991. If Educational Success Positions or the equivalent of such positions are re-established on or after January 1, 1992 such positions will be filled by full-time bargaining unit members and will become bargaining unit positions at that time.

4. Bargaining Unit Members who are employed in bargaining unit positions and who are also employed in positions excluded from the bargaining unit will maintain all rights and benefits of bargaining unit membership with respect to their bargaining unit employment.

5. Bargaining unit work is that work which is currently being performed by bargaining unit members as such members are defined in Section 102. The definition of bargaining unit work shall not limit the exercise of any management right of the Board of Education to create, abolish, fill or not fill any position so long as consistent with the Negotiated Agreement. During the term of this agreement the Board may continue to subcontract those activities that have traditionally been the subject of subcontract and such additional activities as are not traditionally and customarily within the scope of bargaining unit work.

MEMORANDUM OF UNDERSTANDING
Sections 801.8 and 802.1

The parties acknowledge that the creation of special assignment positions as provided in Section 801.8 may impact wages, hours, or other terms or conditions of employment for Bargaining Unit

Members and thus give rise to a duty to bargain such matters. In the event that such an obligation arises, bargaining will be carried out in accordance with any applicable provisions of the Negotiated Agreement. If no provisions of the Negotiated Agreement are applicable then such bargaining will be carried out in good faith.

Recognition of the Superintendent's authority to determine and fill vacancies in Section 802.1 is not intended to change, alter, modify, enlarge or restrict the interpretation, intent or meaning of Article X of this agreement, nor is it intended to require maintenance of the size of the bargaining unit as it presently exists.

MEMORANDUM OF UNDERSTANDING
Article X

The Board and Association recognize that it may be necessary, during the term of this Agreement, to reassign vocational instructors based on changes in curriculum and enrollment. The parties recognize that such reassignments may result, not only in a change in the teaching duties of displaced vocational instructors but also a potential reduction in the compensation of such displaced instructors. The purpose of this Memorandum is to establish an orderly process to accomplish such changes. In the event that a vocational instructor is displaced as a result of such changes, the following will apply:

I. Definitions

"Displaced vocational instructor" means a vocational instructor whose teaching assignment has been abolished as the result of vocational program or curriculum changes.

II. Rights of Displaced Vocational Instructors

A. A displaced vocational instructor may apply for any position which is vacant at the time of displacement. Consideration of any such application will take place in the manner provided in Article VIII of the Agreement.

B. A displaced vocational instructor who has not been reassigned as the result of application for a vacant position will be involuntarily assigned to a teaching position. In the event that the compensation applicable to the position to which the displaced vocational instructor is assigned is less than the level of compensation enjoyed by the instructor prior to displacement, the compensation level paid to the displaced instructor will not be involuntarily reduced for a period of up to two (2) years from the date the displacement becomes effective.

C. In the event that there is no teaching position to which the displaced vocational instructor is eligible to be assigned, the instructor will be assigned to a position as permanent substitute, during which period the instructor will be expected to pursue alternate teaching certification. If the displaced instructor does not demonstrate certification for assignment to a teaching position other than that of permanent substitute within two (2) school years from the date the displacement became effective, the permanent substitute position will be abolished and the employment of the displaced instructor may be suspended pursuant to Article X.

D. Effective with the 2008-2009 school year and thereafter, the reference to two (2) years in items B and C above shall change to (1) year.

MEMORANDUM OF UNDERSTANDING
Section 1603.04 (B)

The Board of Education ("the Board") and the South-Western Education Association ("the Association") acknowledge that they have engaged in negotiations regarding the establishment of an entry year program and that those discussions have resulted in agreement on a written program, a copy of which program is attached to this memorandum. The parties further acknowledge that the written entry year program may be implemented by the Board at any time after March 1, 1990 provided that any supplemental contracts awarded or payments made during the 1989-90 school year (July 1, 1989-July 30, 1990) will be pro-

rated based on that portion of the school year remaining. Modifications to the program may be made as provided in Article XI of the program provided that modifications affecting a term or condition of employment will not be made without prior opportunity for negotiations between the Board and the Association.

First approved March 7, 1990.

MEMORANDUM OF UNDERSTANDING
Section 1700.08

The term "lunch room supervision" as used in Section 1700.08 means supervision within or adjacent to the lunchroom including taking and returning lunch tokens, hall supervision immediately adjacent to the cafeteria and general luncheon supervision.

The term does not include any other supervisory duties or study halls.

First approved January 22, 1988.

MEMORANDUM OF UNDERSTANDING
Article XVII, Section 1703

Grounded in the belief that all educational training and staff development must be directed to the educational needs of the students, the parties mutually affirm that the fundamental goals of staff development are: to facilitate a quality learning environment, improve student achievement, and enhance personal, professional, and organizational development of all District employees.

To achieve these goals, the Board shall support the structure of a joint-staff collaborative decision-making plan designed to develop staff development programs based on staff and District needs assessments. Coordination and follow-up support for staff members implementing staff development programs will be provided. The improvement of the staff development process will

be facilitated through research, knowledge dissemination, and the continuous quality improvement initiatives within the District.

The parties affirm a commitment to secure the time and financial resources needed to meet the stated goals.

MEMORANDUM OF UNDERSTANDING
Professional Development Trainer as a Teacher on Special Assignment
Appendix C

The Board and Association acknowledge that the bargaining unit member assigned to the position of Professional Development Trainer is currently designated as a teacher on special assignment as that term is defined in the Negotiated Agreement.

For any school year covered by this Agreement during which that position continues to be designated as a teacher on special assignment position, the member assigned to that position will be provided extended service of ten (10) work days before school and ten (10) work days after school for a total work year of 205 days.

MEMORANDUM OF UNDERSTANDING
Head Start Teachers: Medical Procedures

The Board and the South-Western Education Association enter into this memorandum of understanding in order to clarify the role of Head Start teachers pursuant to Section 1709, "Medical Procedures and Medication."

Whereas Section 1709 states, in part, "No member of the bargaining unit other than nurses, multi-handicapped instructors and Head Start teachers shall be required to administer medication, assist a student with bodily needs or perform medical procedures," the Board and the Association agree to the following understandings with respect to Head Start teachers:

1. The center managers will keep track of medication. The nurse assigned to Head Start will work with the center managers to

set up proper monitoring procedures. Center managers will primarily be responsible for dispensing and tracking medications.

2. An example of bodily needs with which Head Start teachers assist students is occasional diaper changes.

3. As appropriate, when the Head Start nurse is present at the site, they may be asked to assist with medical procedures.

4. Head Start teachers, with proper training, may be required to provide some specific medical assistance. An example would be unblocking a trachea tube.

5. The Board will seek and promote volunteers to help with any part of Section 1709 so as to minimize classroom disruptions. Some payment may be offered.

6. Pursuant to Section 1709, the Board may pursue out-sourcing so that, if cost effective, consistent care can be put in place.

MEMORANDUM OF UNDERSTANDING
Allocation of Available Building Space

The Board and Association acknowledge that there is a need in some of the District's school buildings for additional space to be used for parent/pupil meetings and a need for additional telephone service for communication with parents. As additional classroom facilities become available, there may be opportunities in some school buildings to allocate unused space, or in the case of telephone service, additional resources, to serve these needs.

Upon the written request of a building Site Steering Committee, the District building services personnel will conduct a review of available space and resources within a building to determine whether additional space can be utilized for meeting rooms and, if requested, to determine whether additional telephone service can be made available. Any such determination must be consistent with District's goals, objectives and fiscal resources. The designation of any building space as a meeting room or area, or the extent of available telephone service in any building, may

be changed at any time based on the needs of the pupils and instructional goals of the District.

MEMORANDUM OF UNDERSTANDING
TESOL Classroom Teachers

Pursuant to the memorandum of understanding establishing an ESL Services Review Committee (pp. 184-85 in the 2000-2002 Collective Bargaining Agreement), representatives of the Board and SWEA met during the second half of the year 2000 to jointly develop an ESL service model for implementation in the fall of 2001. Following are the agreements reached between the Board and SWEA concerning the ESL program implementation during this process.

1. TESOL classroom teachers will be required to have TESOL certification, except temporarily and for good cause as referenced in Section 801.3 of the Collective Bargaining Agreement.

2. The TESOL classroom teacher positions will be posted and filled according to Article VIII of the Collective Bargaining Agreement.

3. New TESOL classroom teachers will be classified as regular bargaining unit members with full rights, benefits, and responsibilities as set forth in the Collective Bargaining Agreement.

4. Every effort will be made to limit the number of students in a K-12 TESOL classroom to twelve (12) or fewer.

5. This memorandum will be enforceable according to the provisions of Article IV of the Collective Bargaining Agreement.

MEMORANDUM OF UNDERSTANDING
Accelerated Learning Center (ALC)

The Board and the Association agree to the following understanding related to Bargaining Unit Members assigned to the Accelerated Learning Center:

1. Assignment: For any open, posted position at the ALC any bargaining unit member who has the required credentials shall be given right of first refusal for the position. In the event that more than one Bargaining Unit Member has the required credentials and applies for the posted position, Section 802 will apply. Bargaining unit members shall not be involuntarily transferred into an ALC position.

2. Planning Time: The minimum amount of planning time for bargaining unit members shall be the equivalent of 5 periods per week of planning time. In the event planning time is only scheduled during the ALC time, planning time may be spread out over no fewer than two days.

3. Days Without Classes: Bargaining unit members will meet with the Executive Director of Secondary Education no later than October 30 to determine mutually agreeable activities to take place during periods of time when South-Western City Schools (SWCS) is in session but Columbus State Community College (CSCC) is not.

    a. Acceptable uses of this time may include: communicating with parents, focused intervention with students, professional development, planning future ALC curriculum, communicating progress to home school counselors, meetings/observations of CSCC faculty, meetings with DE teachers in other districts

    b. Unacceptable uses of this time include: clerical work, traditional "duty" assignments, more than one period per day of internal substitution

4. Observation: Observations conducted by CSCC staff for the purposes of meeting College Credit Plus requirements will not be used for the teacher's OTES evaluation.

5. Personnel File: A bargaining unit member choosing to have material generated by the CSCC staff included in their personnel file may do so in accordance with Section 1200.1, Item B(2).

6. Normal Teacher Day: Prior to accepting a position at the ALC, bargaining unit members will be given the option to view how their normal teaching day will be structured with regards to teaching assignments, planning time, duty times, etc.

7. Leaving the ALC:

    a. A bargaining unit member choosing to leave their assignment in the ALC shall notify Personnel by May 1 and will be offered a teaching position for which they are certified/licensed prior to the employment of any new persons for such positions for the following school year.

    b. For the purposes of an overstaffing situation at the ALC, the ALC shall be considered a separate site.

    c. Bargaining unit members to be reassigned from the ALC at the initiation of the Board shall be involuntarily transferred in accordance with Section 802.5.

8. The understandings stated herein do not set precedent for either the Board or the Association.

9. The understandings stated herein are enforceable pursuant to Article IV of the *SWEA Collective Bargaining Agreement*.