

Final Contract
2017-2020

06-26-2017
0295-01
17-MED-03-0251
K35640

PROFESSIONAL AGREEMENT

between the

SPRINGFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

SPRINGFIELD, OHIO

and

SPRINGFIELD EDUCATION ASSOCIATION

2017-2020

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Salary Schedule Effective August 1, 2017-July 31, 2018
(Exhibit A)

Salary Schedule Effective August 1, 2018-July 31, 2019
(Exhibit B)

Salary Schedule Effective August 1, 2019-July 31, 2020
(Exhibit C)

Issue Record Form (Exhibit D)

Memoranda of Understandings
Notice to Job Applicants
Special Qualifications Identified
Wednesday Collaboration Day

PREAMBLE

Teachers have a professional obligation to help students realize their full potential as worthy and effective members of society. To fulfill this obligation each teacher shall strive to:

Make the well-being of students the teacher's fundamental value in all decision making and actions.

Fulfill all professional responsibilities with honesty and integrity.

Protect students from conditions harmful to learning, or to health and safety.

Avoid using the teacher's professional relationship with any student for personal gain or advantage.

Be a positive role model for students in dress, grooming, attendance and punctuality.

AGREEMENT

This Agreement, developed and agreed to by the Springfield, Ohio, Board of Education, hereinafter referred to as the "Board", and the Springfield Education Association affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", shall be in force from July 1, 2017 through June 30, 2020, except as otherwise provided.

ARTICLE ONE - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all professional, non-supervisory, certificated/licensed personnel, including, by way of illustration, full and regular part-time contracted teachers, full and part-time counselors, psychologists, nurses, librarians, speech and language pathologists, , but excluding r tutors, adult education instructors, summer school teachers, substitute teachers, athletic directors, and excluding, further, all administrators, supervisory personnel and confidential employees of the Board.

Unless a different meaning is indicated in the text, the term "teachers" shall be used throughout this Agreement to apply to all bargaining unit employees irrespective of their particular job titles.

ARTICLE TWO - NEGOTIATIONS PROCEDURES

A. **Negotiation Meetings** A request for the initiation of negotiations may be submitted in writing by the Association to the Superintendent, or by the administration to the President of the Association no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the Agreement.

A mutually convenient meeting shall be held to submit written proposals for bargaining. Such meeting shall take place on or after April 15th of the year the Agreement expires unless other dates are mutually agreed upon.

Thereafter, negotiation meetings shall be held at such times and places as are agreed to by the members of the Joint Negotiation Committee.

Except by mutual agreement of the parties, new proposals will not be submitted at any meeting subsequent to the first meeting.

Negotiation meetings shall not be conducted during the regular school day except as mutually agreed.

The chairman of either team may call a recess for caucus of reasonable length at any time.

B. **Membership of the Joint Negotiation Committee.** The Board and the Association shall each be entitled to five representatives or designees and three observers to conduct negotiations. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Any pressure or coercion by one party to influence the selection of representatives of the other party shall be contrary to good faith negotiations. All negotiations shall be conducted exclusively between said representatives and designees. Each team of representatives shall be authorized to admit no more than two consultants at one time to such meetings. Such consultants, if any, shall be designated prior to the opening of each Joint Negotiation Committee meeting, and shall have the right to speak to the Committee when called upon by either party. No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

C. **Confidentiality/News Conferences/News Releases**. Negotiations will be conducted confidentially and in private except as information and progress reports of negotiations are released to the public either through jointly-prepared news releases or jointly-held press conferences following the expiration of the Agreement. Such news releases will be made or press conferences will be held

periodically as the parties may mutually agree, but in no event less frequently than every thirty (30) days, until agreement is reached or negotiations reach ultimate impasse. Jointly-held press conferences will be structured so that the Administration and the Association will have an equal opportunity to provide any information deemed appropriate under the circumstances. Disclosure of information in any jointly-prepared news release or at any jointly-held press conference will not be deemed to violate the confidentiality of the negotiations or be used as the basis for any unfair labor practice charge.

D. **Exchange of Information.** The Board agrees to furnish to the Association available information concerning the financial resources of the district, adopted budgets, and such other information as may reasonably be required. The Association agrees to furnish to the Board available information on its proposals and such other information as may reasonably be required. Nothing contained in the above shall be construed to require that the Board or the Association provide any information not already available or to provide such information in any form other than that in which it would normally be provided.

E. **Impasse in Negotiations.** The parties mutually agree to the following dispute resolution procedure as an alternative to and in lieu of the dispute resolution procedure provided in § 4117.14 of the Ohio Revised Code.

If the parties have not settled all issues for a successor agreement 21 days before the expiration of the current agreement, the Federal Mediation and Conciliation Service shall be requested to assign a mediator to assist the parties in their further negotiations.

If the parties are unable to reach agreement by the expiration of the current agreement, or any extension thereof to which they have mutually agreed, and the parties have engaged in mediation as directed by the Federal Mediator during the 14 days immediately preceding the expiration of their current agreement, teachers in the bargaining unit shall have the right to strike at or following the expiration of the contract, provided the Association has given the Board and the State Employment Relations Board a ten-day written notice of its intent to strike as required by § 4117.14 of the Ohio Revised Code.

F. **Agreement.** When agreement is reached it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Association. When approved by the membership of the Association, the Agreement shall be signed by the Association and be submitted to the Board for its action. Thereupon, after Board approval, the Agreement shall be binding contractual obligation upon the parties during the stated term of the agreement.

ARTICLE THREE - GRIEVANCE PROCEDURES

A. **Definitions.**

1. A "grievance" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of one or more of the provisions of the Agreement. Such claim shall specify the part of the Agreement which is claimed to have been violated.

2. A "grievant" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. The term "days" shall mean teacher work days during the school year and week days during summer months.

B. **Purpose.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Procedure.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. Any grievances not appealed within the time limits set forth below shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth below, it may automatically be appealed to the next level. The time limits specified may, however, be extended by mutual agreement.

LEVEL ONE

Within twenty (20) days of an event or condition or the teacher's knowledge of the event, that the teacher considers to be a grievance, he/she may file a written grievance by completing Step I of a Grievance Report Form and submitting it to his/her immediate supervisor. If no grievance is filed within the specified time, the grievance shall be considered waived.

Within five (5) days of the filing of the grievance, a hearing shall be arranged between the grievant, the immediate supervisor, and Association representative, and other parties who may be needed to give information relative to the claim. The written disposition shall be given to the aggrieved and the Association within ten (10) days of the hearing.

LEVEL TWO

If the grievant is not satisfied by the disposition of the immediate supervisor, he/she may continue the grievance with the Superintendent or his/her designated representative within five (5) days after the disposition in Level One, by completing Step 2 of the Grievance Report Form and submitting it to the Superintendent or his/her designee. Within the next ten (10) days a hearing shall be arranged between the grievant, the Superintendent or his/her designated representative (who must be someone other than the grievant's immediate supervisor), and a representative of the Association and other parties that may be needed to give information relative to the claim. In the event a grievance involves the Superintendent or his/her designee, as being a "party of interest" against whom action might be taken, the Level Two hearing shall be conducted by another administrator designated by the Superintendent. The written disposition shall be given to the grievant and the Association within ten (10) days of the Level Two hearing.

Any grievances alleging a violation of either evaluation procedure shall be initiated at Level Two.

LEVEL THREE

If the grievant is not satisfied with the disposition on Level Two, he/she may request that the issue be presented at a mediation conference, which shall be presided over by a mediator provided by the Federal Mediation and Conciliation Services. Such request must be made in writing within five (5) days after the grievant receives the Level Two disposition.

Mediation conferences will be scheduled at the earliest date that the mediator, the parties and their representatives are reasonably available for such purpose. Mediation conferences will be held at the Board offices or at such other suitable place as the mediator directs.

Mediation conferences will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussions. The mediator shall have the authority to meet separately with any person or persons having knowledge of the grievance. The mediator will keep confidential anything stated to him in a private session, unless the person or persons involved agree otherwise.

If the parties resolve the grievance through mediation, they shall reduce the terms of their settlement agreement to writing. Unless the Administration and the Association agree otherwise, the resolution of the grievance through mediation shall be on a "no-precedent" basis.

The costs of grievance mediation shall be shared equally by the Association and the Board.

LEVEL FOUR

If the grievance is not resolved at the Level Three mediation conference, the Association may request that the issue be submitted to arbitration. Such request must be made in writing within ten (10) days after the Level Three mediation conference is concluded.

Upon the filing of such request with the Superintendent, the Board and the OEA Labor Relations Consultant or the Consultant's designee shall jointly request a panel of nine (9) arbitrators from the American Arbitration Association, from which names shall be alternately stricken by the parties. The last name remaining on the list shall be appointed to hear the grievance.

The costs of grievance arbitration shall be paid by the unsuccessful party (the Association or the Board) unless the grievance is sustained in part and denied in part, in which case the costs of the arbitration shall be shared equally by the Association and the Board.

The arbitrator shall have the authority to consider only a single grievance unless the parties mutually agree to submit more than one grievance involving a common question of fact. The arbitrator's decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented within the limitations expressed herein.

The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

Any teacher involved in the arbitration will be excused with full pay for the hearing during school hours if the hearing is held at such a time. Absences of teachers to attend such hearing shall be charged against Association Leave, except for the grievant, the Association representative, and arbitrator requested witnesses, who are members of the bargaining unit.

D. **Miscellaneous**

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the bargaining unit, or any other participant in the grievance procedure by reason of such participation.

2. No teacher may be represented by any teacher organization other than the Association in a grievance initiated pursuant to this procedure.

3. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.

4. A grievant may appear on his/her behalf or may be represented at any and all steps of the Grievance Procedure by the Association's Labor Relations Consultant, or by Association's counsel, or by any other person of the grievant's choice except that the grievant may not be represented by an officer or employee of any teacher's organization other than the recognized bargaining agent. A grievance may be withdrawn at any level without prejudice or record.

5. If a grievance affects a group or class of teachers, the Association may submit, within twenty (20) days after the Association actually first knows, or reasonably should have known, of the event or condition, such grievance in writing directly to the Superintendent's designee and the processing of such grievance shall be commenced at Level Two.

6. Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties of interest.

7. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this Agreement.

8. Forms for filing grievances, making reports, and other necessary documents shall be jointly prepared and given appropriate distribution to facilitate operation of the grievance procedure.

9. Other than not limiting the individual rights of a teacher to discuss the grievance informally with members of the administration through normal channel of communication, the parties agree that any dispute which is or could be the subject of a grievance is to be resolved exclusively through the grievance procedure of this Agreement.

10. Building faculty representatives and other representatives of the Association shall not interrupt the educational program in processing grievances and shall report to the office of the building being visited and state the purpose of the visit immediately upon arrival.

11. The following items shall not be the basis of any grievance filed under the procedure outlined in the process:

a. Nonrenewal of any teacher's limited contract;
b. The content of any teacher evaluation.

12. Processing of grievances at Levels One and Two shall be during non-school hours except as otherwise approved by the Board.

13. In any grievance concerning an error in the pay rate of a teacher, the twenty (20) day time limit for filing the grievance in writing at Level One shall not begin to run until the teacher has actual knowledge of the error, and the grievance may proceed only if presented in writing within twenty (20) days after the teacher has such actual knowledge.

14. In any grievance concerning the termination of a teacher's limited, continuing or supplemental contract for just cause or any other discipline resulting in loss of pay, the grievant shall have the right and option to waive Level Three - Mediation and proceed immediately from Level Two to Level Four - Arbitration.

15. Notwithstanding any other provisions of this Agreement, the termination of limited and continuing teacher contracts shall be for just cause and shall be reviewable only through this grievance procedure (and not through the procedures specified in Ohio Revised Code Section 3319.16 and 3319.161, which are hereby expressly superseded)

ARTICLE FOUR - RIGHTS

MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights to manage, direct, and control the operations of the District. The exercise of these powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ASSOCIATION RIGHTS

A. **Exclusive Association Rights.** In addition to the rights of the Association as exclusive bargaining representative provided in Chapter 4117 of the Ohio Revised Code, the Association shall enjoy the following rights during the term of this Agreement:

1. The Association may conduct conferences with teachers on school time, with permission of the building principal. The conduct of such business shall not interfere with instruction.

2. Bulletin board space shall be designated in each building for the general use of the Association. Such bulletin board space shall be in the main office area of each building and shall be in addition to that space provided in the lounge area when at all possible.

B. **Association Release Time**

1. **Full/Part Release Time - Association President.**

The Association may annually request full or partial release time for its President, provided that if partial release time is requested, the President and his/her building principal agree on a work schedule for the President that meets the needs of the building. The Association shall reimburse the Board in advance on a monthly basis as invoiced by the Board for the President's (full or partial) gross compensation, including the Board's employer share of contribution of retirement and all fringe benefits, such as cost of Workers' Compensation, hospitalization, life insurance, and dental. In the event payment of these invoiced charges is not made within ten (10) days of date of the invoice, the President will have authorized the amount of the invoice to be deducted from the President's next payroll check, and the monthly charges shall continue to be deducted in this manner until such time as the Association has made the applicable monthly advanced payment. The Association shall make such request in writing of the assignment of its President no later than June 30 of the year prior to application. Such assignment shall be for the school year and must be renewed by June 30 of each year by a written request from the Association prior to June 30.

The Association agrees to indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including attorney fees and expenses, paid or payable by the Board, that shall arise as a result of granting release time to the Association President. The Association further agrees to provide the Board with a surety bond in an amount as the District's Treasurer deems necessary for this purpose, provided that such surety bond will not exceed an amount more than the District's current general liability insurance coverage.

2. **Alternative Release Time - Association President**.

In any school year the Association does not timely request release time for its President as provided for in the preceding section, Board shall permit the President of the Association or his/her designee up to twenty-five (25) days or the equivalent thereof of professional leave per year to carry out official Association business. Additional professional leave shall be granted the Association President or his/her designee upon request, and

with the approval of the Superintendent, provided that the Association shall reimburse the Board for the cost of any substitute teachers caused by the granting of such professional leave. The substitute daily rates shall be used to compute reimbursement to the District for Association leave pursuant to Article Four, Association Rights.

3. **Other Release Time**

In addition to the above, the Association shall be granted up to thirty-five (35) days a year of release time as needed by the President of the Association or his/her designees to conduct official Association business and to permit teachers to serve as delegates to the official Representative Assemblies of the affiliates of the Association. The use of these release days for attendance at delegate assemblies shall be limited to one (1) day a year per delegate and to a total of sixteen (16) delegates at any one time.

Any additional days needed by the Association for official Association business may be granted by the Superintendent; and if the cost for necessary substitutes is not assumed by the Board, such cost shall be assumed by the Association. "Other Release Time," as provided in this section, shall be requested in writing, using the appropriate form, at least three (3) days prior to the proposed leave day.

C. The Association shall be given a place on the program of the preschool conference for the orientation of new teachers. The Association shall be involved in the planning of the preschool conference and at district-wide opening day activities, if any.

D. The Association President or his/her designee shall be furnished a tentative agenda at least twenty-four (24) hours in advance of any regularly scheduled Board meeting. In the case of meetings involving important considerations (e.g., appropriations, budget adoption), the Board will make every attempt to supply copies of such attachments for Association study as soon as they can be made available. The formal agenda and all attachments shall be furnished at all Board meetings.

E. The Association telephone number shall be included in the Springfield City School Directory.

F. The Association shall be granted exclusive rights to payroll deduction for its annual dues and those of its affiliates and their departments.

G. **Service Fee**

Requirements

All teachers in the bargaining unit who do not choose to become members of the Association within sixty (60) days following their employment shall pay an annual "fair share" fee (as defined in Ohio Revised Code Section 4117.09(C)) for collective bargaining services rendered by the Association.

Fair share fees shall not exceed the annual dues uniformly required of Association members, excluding initiation fees, fines or assessments. The amount of the fair share fee shall be determined annually by the Association in conformity to all applicable federal and state laws and shall be certified to be accurate by the Association to the District's Treasurer before each school year and as further necessary to be accurate.

Fair share fees shall be subject to an internal Association procedure for a rebate for Association expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining. Such rebate procedure shall meet all requirements of applicable federal and state laws and shall be communicated each September, in writing, by the Association to all bargaining unit teachers who are not members of the Association.

Nothing in this Agreement shall inhibit or interfere with the rights of any teacher objecting to the payment of Association dues or fair share fees based on religious grounds. Such teachers shall have the right to make contributions of an equivalent amount to a non-religious fund in accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code, and the rules of the State Employment Relations Board governing such matters.

Payroll Deductions of Fair Share Fees

Such fair share fee shall be automatically deductible in twelve (12) (approximately) equal installments beginning with the first teacher payday of the second semester in each school year. Deductions will be made from each pay for twelve consecutive pay periods.

The annual fair share fee shall be prorated on a per diem basis for teachers first required to pay it after the opening of the school year. The annual fair share of a teacher required to pay it who resigns his/her position, receives a leave of absence, or terminates his/her employment after the beginning of the second semester shall be prorated on a per diem basis and deducted from the teacher's final paycheck.

The Board will provide the Association with a printout showing the names of teachers from whom such fair share fees were deducted. This itemized statement will be prepared monthly and issued to the Association's treasurer by the 15th of the month following the month in which deductions are made.

Indemnification

As an express condition to the Board's agreement to grant a fair share fee arrangement to the Association, the Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability, including attorney fees and expenses paid or payable by the Board, that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of this Article with respect to fair share fees.

Compliance with Applicable Laws and Regulation

The foregoing provisions regarding service fees shall be subject to all the requirements of Ohio Revised Code Section 4117.09(C) and the administrative regulations of the State Employment Relations Board as well as to any other federal or state law or regulations applicable to fair share fees.

H. The third Wednesday of each month shall be reserved for meetings of the Association. The Board and the administration shall refrain from scheduling any other school meetings on that day. If the Association has need for exclusive scheduling on another day, the Association shall notify the Director of Human Resources for any date that is the fifth such day of a month. (For example: if a month has five (5) Tuesdays in it, the fifth Tuesday could be requested.) Such notification shall be made thirty (30) days in advance of such date, and the Board and administration shall cancel any other scheduled meetings which are in conflict insofar as possible. (No more than a total of two meetings in any month.)

I. Members of the Association will be represented by the Association in all matters involving negotiations, the grievance procedure including teacher contract termination grievances (except as provided by Article Three, Section D(3)), hearings as provided in Ohio Revised Code Section 3319.11 for non-renewal of teacher contracts, and other matters where Association involvement is expressly provided for in this Agreement.

J. The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings at times when a custodian is normally on duty. At other times the Association may use the buildings according to the regulations established by the Business Office.

K. The Association shall have authorized access to teachers' mailboxes in the school buildings. The Association shall have the right to distribute materials through all building mailboxes located at the School Administration Building. The Association will indemnify and hold harmless the Board, Administration, its agents and employees for loss, mis-delivery or delay of Association mail, and for any and all claims of liability, criminal or civil, including reasonable attorney fees arising therefrom. Delivery of Association mail will be restricted to an Association faculty representative in each school building. Abuse of this privilege will result in its immediate termination. Further, this provision will be suspended during any organization campaign (commencing upon the date that a competing labor organization's representation petition is served on the Board Treasurer).

During the term of this agreement, the SEA president, vice president and secretary may use the District's computer network to provide meeting notices and other general information to teachers. This privilege shall be subject to the terms and conditions of the District's computer use policy, guidelines and procedures and shall not contain anything offensive, political, controversial or critical of the Board, any employee or representative of the District or other person. Abuse of this provision will result in its immediate termination. Further, this provision will be suspended during any organization campaign (commencing upon the date that a competing labor organization's representation petition is served on the Board Treasurer).

L. **School Facilities for Use of the Teachers.**

1. Board Goals: The Board accepts as a goal the provisions of the following for teachers:

   a. Well-equipped, well-lit, and clean work areas for preparing instructional materials;

   b. Clean, quiet, and reasonably furnished lounges and restrooms for staff;

   c. Lunchroom facilities apart from student facilities;

   d. Off-street parking where necessary due to traffic congestion or where street parking is illegal.

2. Teachers shall be permitted to use school phones to make calls concerning school business or in any emergency situation. Personal long distance calls shall be charged against the teacher's home phone or credit card.

3. Each teacher shall be provided a desk and filing cabinet. Each teacher who has no locked storage facility in the classroom shall, upon request, be

provided a locked storage space for personal effects in or adjacent to the classroom as the Board shall choose or design.

M. **Supplies**. Each teacher shall be provided with personal desk supplies such as pens, pencils, dry erase markers, grade book, plan book, paper, erasers, etc., to fulfill daily teaching responsibilities. Teachers shall be given the opportunity to order such materials at the end of each school year using the classroom supply list request form which is to be available in the principal's office. Supplies will be available on the first day of the school year. Teachers may request other materials during the course of the school year on a form available in principal's office. Materials and supplies will not be ordered if the appropriate form is not utilized.

ARTICLE FIVE - LEAVES AND RELATED MATTERS

A. **Sick Leave**.

1. Sick leave shall be allowed to accumulate to an aggregate of two hundred fifty-three (253) days.

2. Leave (deductible from sick leave) each year with full pay may be allowed for the teacher's illness or for illness in the teacher's family. Family shall be those residing under the same roof, blood or marital relatives or others for whom the teacher has legal responsibility. Blood or marital relatives need not live with the teacher.

3. Disability arising from complications of the teacher's pregnancy shall be considered a proper use of sick leave.

4. Sick leave is credited at the rate of one and one quarter (1¼) days per month, including the summer months between school sessions.

5. Advancement of Sick Leave: Teachers with no teaching experience in the State of Ohio and employed full-time as a contracted teacher shall receive on the first day of the school year an advance of five (5) days sick leave.

   Each teacher who has exhausted his/her accumulated sick leave shall be advanced five (5) days of sick leave per year, upon request. Such advancement will be charged against the sick leave the teacher subsequently accumulates.

   Receipt of payment for sick leave not earned under the law, followed by failure to complete contractual obligations, shall result in a financial obligation to reimburse the Board for any such overpayment.

6. In the event sick leave benefits provided by the Board are exhausted, the teacher may continue any or all insurance benefits by making payment to the Treasurer not later than the 25th of each month preceding the month for which payment is due.

7. Falsification of sick leave documentation is grounds for disciplinary action up to and including termination of employment.

8. Sick leave for regular part-time contracted teachers shall be accumulated and used on a prorated basis.

9. The Superintendent may require a medical certificate indicating the name and address of any attending physician and the dates of consultation, if any, in any case concerning the absence of a teacher because of illness when the absence is in excess of five (5) consecutive days. The request must be made no later than ten (10) working days after the teacher returns to work.

10. Patterns of absences (e.g. repeated Monday/Friday absences or prolonged absences) shall be grounds for explanation by the teacher upon request and/or require the teacher to provide documentation from a medical provider justifying the absences. This may be cause for progressive discipline.

B. Sick Leave Bank.

1. **Establishment**

a. Each teacher may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. Enrollment periods will be the entire month of September of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll.

b. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Bank Committee.

c. All contributions to the Sick Leave Bank must be authorized by the contributing employee in writing, and no contributions will be effective without said written authorization. Except as otherwise provided herein, once donated, day(s) contributed to the Sick Leave Bank are not returnable.

d. If at least 25 teachers are not enrolled by the school year enrollment period deadline, the prospective members will have their

donated days credited to their accumulated sick leave account, and the bank will not be established.

e. No contributions may be made except as provided in this Section.

2. **Operational Procedures**

a. Use of days from the Sick Leave Bank will be limited to those teachers who have contributed to the bank.

b. Use of days from the Sick Leave Bank will be limited to serious or catastrophic illness or injury of the teacher or teacher's family. Family shall be those residing under the same roof, blood or marital relatives or others for whom the teacher has legal responsibility. Blood or marital relatives need not live with the teacher. A doctor's statement is required with the application in order to be considered.

c. Use of days from the Sick Leave Bank will be considered only after the teacher has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.

d. The maximum number of days of sick leave that a teacher may (use/withdraw) is twenty percent (20%) of the total days of sick leave in the Bank at the end of the enrollment period. Additional sick leave withdrawals may be granted at the discretion of the Sick Leave Bank Committee.

3. **Sick Leave Bank Committee**

The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank. This committee shall be empowered to adopt rules and regulations and make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Sick Leave Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following persons:

a. Treasurer of the Springfield City Schools or his/her designee.

b. Administrator designated by Superintendent.

c. The Association President or his/her designee.

d. Two (2) teachers. These teachers are to be appointed by the Association President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle and secondary levels.

Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association President will designate the chairperson prior to the first meeting of the SBC.

The District payroll office shall keep the Sick Leave Bank records.

The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.

Guidelines will be reviewed annually by the Sick Leave Bank Committee.

C. **Bereavement Leave.** All full-time contracted teachers shall be granted up to five (5) days annually, not deductible from sick leave, for bereavement involving death in the teacher's immediate family (parent, child, spouse, sibling, grandparent, grandchild, mother or father-in-law, brother or sister-in-law, son or daughter-in-law). Any additional days will be deductible from other leave categories (personal leave or sick leave).

D. **Personal Leave.** Three (3) days of personal leave per year with pay shall be available to each full-time contracted teacher but with the following limitations:

1. Notification shall be given to the building principal forty-eight (48) hours in advance unless circumstances make it impossible to comply herewith.

2. Except as approved for emergency situations by the Superintendent or the Superintendent's designee, no more than three (3) teachers assigned to a building, or five percent (5%) of the teachers assigned to a building, whichever is greater, shall be on personal leave from any building per day.

3. Except as otherwise provided herein, personal Leave shall be unrestricted. During the first or last 20 work days of the school year, on a day before or after a holiday or school break period, on days which a professional conference is occurring, on in-service days, or on parent teacher conferences, personal leave may only be used for the following reasons:

   a. Business matters which cannot be performed at any other time;
   b. Religious holidays not included in the school calendar;

c. College graduation in the immediate family;
d. Funeral of a close friend;
e. Extension of bereavement leave for funerals because of special circumstances, i.e., travel distance;
f. Travel conditions, i.e., snow, accident, mechanical breakdown if the teacher is out of town or has an unusually long distance to travel to the school;
g. Emergency to property of teacher or immediate family, i.e., flooding, storm, fire, etc.;
h. Attendance at an official meeting not covered by the professional leave policy;
i. Any other reason for personal leave must be approved in advance.

The teachers must list the specific reason (a-i) on the request.

4. Personal leave is not to be considered or used for recreation. Personal leave may not be used to accompany spouse on business trips, nor may it be used in any case that would normally be covered by sick leave.

5. Personal leave shall not be cumulative. At the end of each school year (June 30) unused personal leave will be converted to sick leave and added to the teacher's sick leave accrual unless the teacher is at the maximum accumulation in which case, the teacher shall be paid 50% of his/her per diem rate for each unused day.

6. This policy shall not infringe upon the right of a teacher to be granted non-paid leave at the discretion of the Superintendent.

E. **Maternity or Child Care Leave of Absence**. The Board shall grant a leave of absence for maternity or child care, without pay, to any regularly employed teacher.

1. A teacher may request a leave of absence without pay for the purpose of maternity or child care. The written request must be submitted to the Director of Human Resources at least thirty (30) days prior to the start of the requested leave of absence except in emergency situations. The request shall state the anticipated length of absence desired by the teacher.

2. The duration of a maternity or child care leave of absence shall be no longer than two (2) years, but may be renewed by the Board upon request of the teacher. The teacher shall notify the Director of Human Resources of intent to return from leave no later than July

10, if the intent is to return for the ensuing school year. The right to return from leave other than the beginning of the school year shall be dependent upon an available opening in the teacher's field of certification.

3. Maternity or child care leave requested and granted shall be curtailed or terminated if requested by the teacher, prior to the expiration of the full term for which the Board granted the leave in case of circumstances eliminating the necessity for such leave as soon as a position for which the teacher is certified becomes available.

4. Teachers shall have the right to continue to participate in health, dental and life insurance programs at the teachers' expense during the leave period.

5. The continuing contract status of any such employee shall not be adversely affected by maternity or child care leave, but the normal annual salary increment shall not be granted unless one hundred and twenty days (120) of the contract have been filled.

F. **Maternity/Paternity Leave**. Maternity/Paternity leave up to three (3) days shall be granted to mothers and fathers at the time of birth or adoption of the child or premature termination of pregnancy and shall be deducted from sick leave.

G. **Political Leave**. Any full-time, contracted teacher who is elected or appointed to a political or professional office or position may be granted a full time leave of absence without pay in order to carry out the functions of that office or position. After such term of service, the teacher on leave may notify the Superintendent of his/her intention to resume classroom duties and will be reinstated to a comparable position upon his/her return to the classroom the following year. Such reinstatement does not necessarily include any supplemental positions the teacher may have held prior to the leave.

H. **Military Leave**. Teachers shall be granted military leave in compliance with Ohio Revised Code Section Sections 3319.14, and 5923.05.

I. **Sabbatical Leave**. Sabbatical leave of absence for study and research shall be granted by the Board to full-time contracted teachers under the following conditions:

1. In order to apply for sabbatical leave the teacher must be properly certificated/licensed in his/her area of instruction, and must have

completed five (5) consecutive years of regular employment in the Springfield City School District immediately prior to application.

2. Each year up to three percent (3%) of the eligible teaching staff may be granted such sabbatical leave of absence.

3. The applicant must not have been granted a sabbatical leave of absence from the Springfield City School District during the seven (7) consecutive years of service immediately preceding current application.

4. Sabbatical leave shall be without pay except that if the substitute (replacement) teacher's pay is less than the pay of the regular teacher who is on leave, the teacher on leave shall receive the difference upon return to work as follows:

   50% at the end of the first year following the teacher's return to work; and 50% at the end of the second year following the teacher's return to work.

5. Teachers on sabbatical shall have the right to continue to participate in health, dental and life insurance programs at the teachers' expense during the leave period.

6. Application for sabbatical leave shall be made in writing to the Director of Human Resources not later than March 15 or October 15, preceding the school term within which the leave is desired. The application shall include an acceptable plan for spending the leave in a manner of study and research calculated to contribute to the professional effectiveness of the applicant as a teacher and to the best interests of the school system.

7. A teacher on sabbatical leave shall not render teaching service for compensation in another educational institution, provided however, that this shall not preclude the acceptance of a fellowship or other assistance in research.

8. Upon completion of sabbatical leave the teacher shall file within sixty (60) days with the Director of Human Resources a written report of his/her educational pursuits while on sabbatical leave.
9. The teacher returning from sabbatical leave shall be placed on the salary schedule reflecting earned credits and with no loss of longevity steps due to the leave.

10. The teacher returning from sabbatical leave shall be placed in a teaching position comparable to the one held prior to going on leave.

J. **Professional Leave of Absence**. Professional leave of absence shall be granted up to one percent (1%) of the current full-time contracted staff for the purpose of study with the approval of the Superintendent, but without pay, and for a period of time not to exceed two (2) years.

Teachers eligible for professional leave consideration shall be those who have been employed by the Springfield City Schools for three (3) consecutive years and hold a continuing contract status, or who have been employed by the Springfield City Schools for five (5) consecutive years and hold a bachelor's degree.

1. The continuing contract status of any such employee shall not be adversely affected by the professional leave of absence.

2. The teacher has the right to return to the district for an assignment to a comparable teaching position (this does not include a supplemental position), if the request for such assignment is made on or before March 1, prior to opening of school the following August.

3. A teacher on leave for study must successfully complete a minimum of nine (9) semester hours per semester, or its equivalent, of graduate study in his/her related field as approved by the Director of Human Resources.

4. The teacher returning from professional leave shall be placed on the salary schedule reflecting the earned credits and with no loss of longevity steps due to this leave.

5. Professional leave of absence shall not constitute a break in service.

6. Teachers on professional leave shall have the right to continue to participate in health, dental and life insurance programs at the teachers' expense during the leave period.

K. **Leave for Professional Meetings**. Professional leave days will be allowed teachers for meetings and visits to other schools at the discretion of the Director of Human Resources. Such requests shall be in writing, using the appropriate form, at least three (3) days prior to the proposed leave day(s). The determination shall be based upon the professional growth needs of the teacher, contributions to the development of the

profession, and the value to the school district. Such leave is also subject to budget controls (as will be the reimbursement for expenses while on such leave) and the availability of an appropriate substitute if needed.

L. **Assault Leave.** In case of an assault on a teacher, arising out of and in the course of the teacher's employment, including co-curricular activities, which results in the teacher being disabled from performing teaching duties for which the teacher is qualified, the Board shall grant, without charge to sick leave, the first twenty (20) days of absence.

Thereafter, sick leave shall be used until the teacher's sick leave accumulation is reduced to thirty (30) days, whereupon the Board shall then advance to the teacher up to thirty (30) days as needed of special assault leave not chargeable to any future sick leave accumulation. The Board may require an examination and certificate from a licensed physician chosen and paid by the Board that the teacher is disabled from performance of teaching duties and the nature and duration of such disability. If the thirty (30) days assault leave are exhausted before the teacher is able to return to regularly assigned duties, the teacher's sick leave shall then be utilized.

M. **Court/Jury Leave.** The Board shall pay a teacher his/ her regular compensation while serving as a juror, or when subpoenaed as a witness or defendant so long as such court appearance is to perform public service or service related to the teacher's employment responsibility.

Court appearances not covered by this section shall be considered a proper use of personal leave.

A teacher serving in the capacity of juror or witness shall reimburse to the Board any and all monies received from the court as juror or witness fees.

Absence for court/jury leave shall not be deducted from or charged to any other category of leave.

N. **Other Unpaid Leave of Absence.** The Superintendent or the Superintendent's designee shall have the discretion to grant full-time contracted teachers unpaid leaves of absence for up to one (1) year for other reasonable purposes and on such terms and conditions as the Superintendent or the Superintendent's designee deems appropriate.

O. **Teachers Working on Special Assignments.** Teachers who elect to apply for career growth opportunities in quasi-administrative positions shall remain in the bargaining unit. The parties recognize that the unique character of these career development opportunities may conflict with certain provisions of the negotiated agreement. It is understood and

agreed that the following provisions will not apply and shall not be subject to a grievance:

Article VI, Section C - Transfers

Article VI, Section D - Reassignments

Article VI, Section I - School Day and Planning Time

Article VI, Section L - Covering Other Classes Than Assigned

Article VI, Section M - Teacher Evaluation

Article VI, Section N - Class Size and Teacher Load

Article VI, Section O - Equalization of Audio-Visual Equipment

Article VI, Section R - Teacher Contracts

Article VI, Section T - Due Process

Article VI, Section Y – Resident Educator Program

Article VII, Section B - Class Records

Article VII, Section C - Conferences

Article VII, Section D - Education Responsibilities

Article VII, Section G - Home Visits

Article VII, Section I - Lesson Plans

Article VII, Section J - Student Teachers/Student Observers

Article IX, Section E - Extended Time Pay

All other provisions of the negotiated agreement shall apply to such teachers.

Teachers working on special assignments may critique teacher's job performance but they shall not perform walkthroughs/informal observations, formal observations or evaluations of teachers pursuant to the evaluation procedures set forth in Article Six, Section M.

At any time a teacher working on special assignment decides he or she wants to return to a classroom teacher position, the Board will rescind the teacher's current employment agreement and reissue a regular teaching contract to the teacher. In that event, the teacher will be placed in a teaching position comparable to the position he/she held prior to his/her special assignment.

Teachers working on special assignments can be removed from those special assignments, but not terminated as teachers without due process.

ARTICLE SIX - EMPLOYMENT MATTERS

A. General Assignment

1. Quality education is achieved through quality instructors. The Board shall seek to employ teachers who are emotionally mature, intellectually rigorous, professionally enthusiastic, and of good character.

2. It shall be the responsibility of the Superintendent, or designee, to determine the personnel needs of the school district and to locate suitable candidates to recommend for employment. Assignments shall be made at the discretion of the administration and within the area of teacher competence, teacher certification/licensure, or fields of study, except temporarily in emergency situations.

3. All certified/licensed personnel shall be appointed by the Board only upon recommendation of the Superintendent.

4. Each teacher shall be responsible for securing proper and valid certification/licensure in Ohio.

5. Professionally certified/licensed employees of the Board shall be required to have a record of all college work on file in the Human Resources Office.

    a. The college record of official transcripts shall be submitted to the Human Resources Office at the time of employment. These transcripts shall become the property of the Board.

    b. Grade slips shall be submitted for completed courses when requirements for a degree are in progress. When the degree in progress has been completed, a complete official transcript shall be submitted.

c. When transcripts are not submitted within two months after employment, pay shall be withheld.

d. Duplicate grade slips or transcripts shall be returned to the staff member.

6. Whenever teacher turnover or requests for transfers within a building exceeds twenty five (25) percent of the number of teachers on the staff, an investigation shall be made by a committee appointed equally by the Association and the Board. The results of the study, with appropriate recommendations, shall be forwarded to the Superintendent and the Association. The Association shall be notified of the schools in which there is an official twenty-five (25) percent turnover and/or requests for transfer as of May 1 each year. In addition the Association shall be notified of the schools in which there has been an actual turnover of twenty-five (25) percent as determined by October 1 each year.

7. In order to facilitate transfers, as well as general recruitment, the Association agrees to encourage teachers to communicate to their principal or immediate supervisor their plans for the following year.

B. **Vacancies**

1. A vacancy shall be defined as a permanent teaching position resulting from a resignation, retirement, death, termination of a teacher, or a newly created teaching position.

2. Position openings are defined as a teaching opening occasioned by a transfer, as defined below. To the extent possible and practicable, notification of position openings will be made known to the Association President and to those who have requested transfers. Position openings will not be regarded as a vacancy for posting, or other purposes.

3. The administration shall have the right to determine whether or not to fill a vacant position. If the administration elects to fill a vacancy, the posting will be emailed to each teacher at their district email address and posted on the District's website for a period of five (5) days.

Vacancies that occur during the school year may be filled on a temporary basis until the end of the school year, at which time the position will be considered vacant. If the vacancy is filled with a long term substitute, after the 61st consecutive day of employment, the teacher will be placed on a regular teaching contract for the

remainder of the school year. This contract will automatically non-renew at the end of the school year. This provision supersedes any conflicting provision of Ohio Revised Code sections 3319.11 and 3319.111 regarding the requirements and process for non-renewal.

C. **Transfers**

1. **Definitions**

a. A transfer is the changing of a teacher's assignment to a different building, with or without a change in grade or subject.

b. Voluntary transfer is one that a teacher requests.

c. An administrative transfer is one that the Superintendent (or his/her designee) makes which is not requested by the teacher.

2. **Voluntary Transfer**

a. An opportunity to make a declaration of intention or to request a change of assignment to a specific building for the following year shall be provided each teacher in February. Teachers shall submit their statement of intentions to the Director of Human Resources no later than April 1. The Human Resources office will prepare and provide the Association with a list of requested transfers, except those made confidentially, no later than April 15.

b. The employees shall have five (5) days after the initial date of a vacancy posting to apply for the position with the office of Human Resources. Administration will determine which applicants will be interviewed. If an internal candidate is interviewed for the position and an external candidate is hired for that position, the internal candidate who is not hired may request the reasons why the teacher was not granted the transfer. The request must be in writing and must be made within fourteen (14) days of the date the Board of Education approves the hiring of applicant. The Board shall provide the reasons, in writing, within fourteen (14) days of the date of the request.

c. Teachers who request transfers and do not receive transfers shall be given priority consideration in the next school year if transfer is still desired and requested.

3. **Administrative Transfer**

a. Although the Board and the Association recognize that frequent transfers of teachers from one school to another are disruptive of the educational process and interfere with optimum teacher performance, they also recognize that administrative transfers of teachers may become necessary.

b. Administrative transfers may be made when, in the judgment of the Superintendent of Schools, or the Superintendent's designee, such transfers are necessary to ensure a fair distribution of experienced and qualified personnel, to meet load conditions resulting from enrollment changes, to meet instructional and supplemental duty requirements, to maintain a balance of experienced teachers on a particular staff, and to attain ethnic and minority balance.

c. When it is necessary to administratively transfer a teacher, the Director of Human Resources shall so indicate to the teacher in writing at the earliest possible time. A personal interview for further discussion of the transfer shall be scheduled upon request of the teacher.

d. Except when it is impossible or impracticable, teachers involved in administrative transfers shall be consulted, and consideration shall be given to the morale of the entire staff when plans for such transfer are made. Volunteers who qualify shall be considered first in transfer, and the qualified volunteer with seniority in the district shall be honored in revocation or acceptance. Written notices of administrative transfer for the next school year shall be given to the teacher concerned as soon as practicable and under normal circumstances not later than May 10. Appropriate explanation shall be provided when a teacher is administratively transferred.

e. Teachers administratively transferred shall be provided two (2) school days with substitute assistance or two (2) days of pay, at the current short term substitute rate, whichever the teacher elects, in preparation for their new teaching duties. At least one (1) of the two (2) such days shall be in the newly-assigned school.

f. Teachers who must be transferred due to the closing of buildings or programmatic changes are involuntary transfers, but shall be transferred according to this section's guidelines.

D. Reassignments

1. Definition

A reassignment is a change of subject or grade level within the same building.

2. Basis for Reassignment

Reassignments may be made when, in the judgment of the administration, they are necessary to meet class size or load conditions resulting from enrollment changes, to meet the instructional and supplemental duty requirements, or to maintain a balance of experienced teachers for a given subject or grade level.

3. Procedures for Reassignment

a. Teachers who wish to be reassigned for the following school year shall make a written request to their building principals no later than April 1.

b. Before reassignments are made, the building principal shall make reasonable efforts to consult with the teacher or teachers to be reassigned, and with any other teacher who has requested reassignment as provided in subsection (a) above. Consideration shall also be given to the impact of such reassignment(s) upon the morale of the entire building staff.

c. A written notice of reassignment will be given to the teacher concerned as soon as practical after the decision is made.

d. If requested by the teacher being reassigned, an appropriate explanation will be provided by the building principal, unless the teacher has requested or consented to the reassignment. Such explanation will be provided upon request to any teacher who did not receive a reassignment as provided in subsection (a) above.

E. **Supplemental Positions**

1. Job opportunities for which supplemental allowances will be paid to teachers are set forth in Article 9(C) of the Agreement.

2. The administration shall have the right to determine whether or not to fill supplemental duty positions and the right to determine the number of such positions to be filled.

3. Information about job opportunities that pay a supplemental allowance within the school system shall be posted in the same manner as other teaching vacancies, as specified in Article 6 (B)(3). Postings shall clearly set forth the qualifications for the position.

4. Teachers who desire to apply for such vacancies shall file their applications and qualifications in writing with the Director of Human Resources within the time limit specified in the notice.

5. When bargaining unit job opportunities occur that pay a supplemental allowance, teachers who meet qualifications and who are already employed by the Board shall receive first consideration.

6. In filling such positions the Board agrees to give consideration to such factors as the professional background of the applicants, their length of service and work performance in the school district, and experience elsewhere. It shall be understood that the filling of any position shall be governed by the principle of providing the best person for the position.

7. Teachers assigned supplemental duties for extra compensation may be relieved of that extra assignment by the Board when the discreet judgment of the Superintendent and the Board dictates that such removal from extra responsibility is in the best interest of the school system.

F. **Miscellaneous**

1. Teachers shall be provided with a written copy of the tentative teaching assignments on or before the close of the school year with the express understanding that such assignments may be revised. Teachers shall be advised as

soon as possible when changes in tentative assignments become necessary.

2. The filling of vacancies at the supervisory and administrative levels and the filling of newly-created supervisory and administrative positions (including county consortium positions) according to job description posting is the responsibility of the Board, and the decision of the Board with respect to such matters shall be final.

G. **Professional Development/In-service Education**

1. The Board and the Association recognize the desirability and value of provision by the district of professional development opportunities for teachers and teacher participation in these development programs. It is expected that each teacher will seek to improve his/her professional skills through the staff development programs in the school system. Additionally, teachers are encouraged to develop and participate in their own individualized program of professional growth and development.

2. Staff development programs in the school system shall reflect district and building goals.

3. Staff development programs in the school system (shall be under the leadership of the Superintendent or his/her designees) and shall be organized as follows:

   a. **New Teacher In-service**

      A maximum of two days of required pre-service professional development for teachers newly-appointed in the school system.

   b. **Building In-service Program**

      i. The principal and faculty advisory council, or its designee, of each school may plan or choose an in-service committee to plan in-service programs designed to meet the needs of that school.

      ii. The first staff in-service meeting shall be set before the end of the preceding school year by FAC. The FAC will propose five (5) dates for the remaining three (3) in-service meetings

which will be set by September 30th. The staff will vote through an anonymous vote conducted by the SEA building representative who is a member of the FAC. The three meetings receiving the most votes will be established as the meeting dates. No more than one of these meetings may be held in any month. The meetings shall be no longer than one and one-half (1 ½)hours. Teacher participation will be required unless excused by the building principal.

iii. To the extent that revenues available permit, the school district will provide in its annual budget an appropriation for building in-service programs.

c. **District-wide Staff Development**

One (1) day (or the equivalent thereof) will be used annually for a district wide program of staff development. After consultation with his/her Faculty Council, each building principal may schedule summer in-service day during the months of July or August in lieu of the district in-service day provided that this "trade" day is approved by a 2/3 vote of the building faculty prior to the end of the preceding school year. All teachers will be required to participate in the district-wide staff development day or summer "trade" day. Teachers who are unable to work on that day will not be paid for the day unless they participate in some other appropriate professional development activity of equivalent duration mutually agreed to by the teacher and his/her building principal.

H. **School Calendar**

1. Teaching contract year of no more than one hundred eighty-three (183) days shall consist of the following:

a. No more than One hundred eighty (180) days when students are in attendance.

b. One (1) day for professional conferences which is the opening day of school.

c. One (1) day for staff development in October. Central OEA/NEA In-service day shall not be a work day.

d. One (1) day for closing school or teacher record day (last day - staff only).

2. The equivalent of two (2) of the one hundred eighty (180) days shall be used for parent-teacher conferences, during which time students would be dismissed from school. The scheduling of such conferences shall rest with the building principal working with the teaching staff of the building.

3. The Association shall be given the opportunity at least sixty (60) days in advance to indicate its preference before action is taken by the Board in adopting the school calendar(s). This preference must be communicated in writing to the Superintendent at least thirty (30) days prior to the scheduled adoption of the calendar(s) by the Board. In case of disapproval of the proposed calendar(s), the Association shall make proposals for revisions to be considered for incorporation into the calendar(s) before action is taken by the Board in adopting the school calendar.

4. If the students have to make up days due to school closure, and teachers have already fulfilled his/her contracted days, which includes all approved leaves, teachers will be paid his/her per diem for the required student make up days. LMC will review changes to the inclement weather procedure annually.

I. **School Day and Planning Time**

1. The normal work day for teachers shall consist of seven and one quarter (7.25) consecutive hours including a duty-free lunch of thirty (30) consecutive minutes. Each elementary building shall set a mandatory starting and ending times for teachers assigned to the building. The thirty (30) minutes prior to the beginning of the student day may be used for duties, meetings, TBTs, etc. See paragraph 2 regarding plan time.

2. Each teacher shall be scheduled two hundred (200) minutes of planning time a week. Such schedule shall include daily uninterrupted, individualized planning time as follows:

a. At least one class period for each middle school and high school teacher (7 - 12).

b. A minimum of thirty (30) consecutive minutes per day for PK teachers before or after student contact time.

c. A minimum of thirty (30) consecutive minutes per day during the student day for K-6 teachers.

d. During weeks which a holiday or break period occurs, or when school is delayed or released early, the teacher may not receive the required amounts of planning time.

6. Building committees, i.e. IAT, Faculty Council, etc., will determine those meeting schedules in a manner that preserves their individual plan time.

7. To account for the disparity between elementary building dismissal times, all cluster, curriculum committee, grade level meetings, etc., must be scheduled no earlier than forty-five (45) minutes after the latest elementary dismissal, thus preserving the plan time guarantee.

8. The building administrator may not request a waiver of plan time to accommodate meetings.

9. The scheduling of all other planning time shall rest with the building principal working with the faculty council of the building.

10. Teachers shall reserve the second and fourth Monday afternoons of each month for building staff meetings and/or curriculum meetings. Such meetings shall be one (1) hourin length. The building principal reserves the right to call emergency meetings when conditions warrant.

11. Except in emergency situations, teachers shall be notified of faculty meetings no later than the close of the previous working day and when possible shall be given a tentative agenda at the time of the notice.

12. Class interruptions shall be kept to a minimum and public address announcements shall be conducted at an agreed upon time except in cases of emergency. Except in unusual circumstances, conferences between teachers and

administrators shall be by prior agreement and at mutually agreed upon times.

J. **Elementary Area Specialist Teachers.** All elementary area specialist teachers shall receive the same benefits as regular classroom teachers, including planning and duty-free lunch periods. They shall be on duty for the same total hours each day as other elementary teachers. For each building change necessitated by their schedule, they shall be granted no less than thirty (30) minutes within the school day for travel and preparation.

K. **RIF Procedure.** When by reason of decreased enrollment of pupils, return to duty of regular teachers after leave of absence, shortage of revenue, by reasons of suspension of schools or territorial changes affecting the district, or for other reasons approved by Ohio Revised Code section 3319.17 , the Board finds that it is necessary to reduce the number of teachers, it may make a reasonable reduction.

In making such reduction, the Board shall act in accordance with recommendation of the Superintendent of Schools. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations

The Superintendent shall within each teaching field affected, give preference to the retention of teachers on continuing contracts. Such continuing contract teachers shall be laid off or retained on the basis of evaluations, certification/licensure, and special qualifications. For purposes of this provision, "special qualifications" shall mean specialized skills or significant training (this does not include attending a two-hour workshop) needed to maintain an established academic program or course, foreign language proficiency needed to teach in an immersion or ESL program, whether the teacher is highly qualified, or other specialized training such as is required to teach advanced placement courses or to teach in the IB programs. No teacher with a continuing contract shall have his/her contract suspended until all limited contract teachers in that certification/licensure area shall have been laid off.

After giving preferences as set forth above to teachers on continuing contracts, the Superintendent shall give preference for retention to teachers on limited contracts on the basis of evaluations, certification/licensure, and special qualification. For purposes of this provision, "special qualification" shall mean

specialized skills or significant training (this does not include attending a two-hour workshop) needed to maintain an established academic program or course, foreign language proficiency needed to teach in an immersion or ESL program, or other specialized training such as is required to teach advanced placement courses or to teach in the IB programs.

Seniority shall be determined by the number of continuous years of teaching experience in the Springfield City Schools. For a teacher initially employed on or after June 1, 1995, seniority will commence on the date the Board takes action to employ the teacher. When two or more teachers have been hired by Board action on the same date, the teacher having first returned a signed acceptance of intent to employ to the district's human resources office (which shall be time stamped upon receipt) shall be deemed the more senior teacher. Seniority for all teachers employed prior to June 1, 1995 shall be determined by reference to the June 1, 1995 seniority list. The teacher shall continue to accrue seniority when he/she changes assignment to a different subject area, grade level, building, or when he/she is on any leave authorized by the Board. A copy of the seniority list shall be compiled annually and provided to the Association by November 1.

When a reduction in force takes place, a layoff/recall list shall be prepared in order of seniority, certification/licensure, and special qualification.

When a position becomes available, teachers whose continuing contracts have been suspended shall have the right to restoration to continuing service status if they are or become qualified for such position, and if they are highly qualified for the position. Seniority shall not be the basis of recall except between teachers with comparable evaluations.

If all the continuing contract teachers suspended have been restored to continuing service, or if additional teaching positions become vacant or are created for which no continuing contract teacher is qualified, first consideration shall then be given for a period of one (1) year from the date of the last day of their contract to teachers on limited contract who have been suspended or non-renewed, and they shall be restored on the basis of certification/licensure, and special qualification. Seniority shall only be the basis of recall as between teachers with comparable evaluations.

During layoff, teacher shall maintain all accumulation of sick leave days and shall retain his/her salary schedule placement. As long as he/she is subject to recall, a teacher will remain a part of the employee group for insurance purposes, provided that the teacher pays to the Treasurer monthly, in advance, the full cost of his/her insurance premiums.

The Board shall give written notice of recall from layoff by sending a registered letter or certified letter to said teacher at his or her last known address. It shall be the responsibility of each teacher to notify the Board of any changes of address. The teacher's address as it appears on the Board records shall be conclusive when used in connection with layoffs, recall or other notice to the teachers. The teacher shall also provide the Board with his/her current telephone number. If a teacher fails to report to work within the next fourteen (14) calendar days from date of receiving the recall notice, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit, and thereby terminate his/her individual employment contract and any other employment relationship with the Board.

Rejection of recall assignment for which a teacher is certified/licensed and qualified shall result in that teacher's name being removed from the recall list.

The Board shall not employ new teachers if there are such teachers on the recall list who qualify for any opening by reason of their certification/licensure and special qualifications.

A copy of the notice to a teacher of intent to suspend and a copy of the notice of his/her suspension shall be furnished to the Association at the time it is sent to the teacher.

The Board will update its recall list at the beginning of each school year in which any teacher remains on layoff and will furnish a copy of the updated list to the Association president no later than September 15.

L. **Covering Other Classes Than Assigned**. Substitute teachers shall be assigned to take the place of regular teachers who are absent on account of illness or on leave of absence, etc. They may also fill temporary teaching positions created by emergencies.

In all cases of teacher absence of one-half day or more, principals shall make a reasonable effort to secure the necessary substitute teachers. Only when a qualified substitute teacher is not available

or an emergency arises during the school day will teachers be assigned by the principal to cover classes of an absent teacher.

When a professional staff member is asked to substitute for an absent teacher and as a result loses his or her planning period, a record shall be kept of this waiver of planning period. The principal shall assign teachers to cover classes of absent teachers on an equitable basis consistent with the building plan for covering classes in Article 8, D 4 Faculty Advisory Council; however, the principal's judgment shall be final in deciding whether such assignments are in the best educational interest of the students in such classes.

Compensation for teachers so assigned to waive planning period and take the place of absent teachers shall be at the current hourly teacher rate as established in the Supplemental Salary Allowance Schedule. When pupils of an absent teacher are assigned among one or more teachers, the teacher(s) receiving such pupils shall equally share the established hourly rate for the time involved. When a specialist teacher is absent, the elementary teachers expecting special services for the day shall conduct class in the normal manner and no extra compensation shall be provided unless, in this process, the teacher must waive the thirty (30) minutes planning time guaranteed for the day.

Within one (1) week after the end of each semester the principal shall submit a record of such assignments to the Human Resources Office for verification and payment.

The principal may designate another professional staff member in the school to secure substitutes and to assign teachers to cover classes.

M. **Teacher Evaluation**

Mission Statement

The purpose of evaluation is to enhance the professional development and growth of classroom teachers. To facilitate this professional development and growth, feedback will be provided to each teacher regarding his/her performance with consideration of identified measures of effective teaching. The focus of the evaluative process shall be the identification and daily use of effective, learner centered teaching practices.

1. The term "evaluation" is used to describe the process of evaluating each teacher's performance.

   a. Its purposes are as follows:

      1. to improve pupil instruction;
      2. to aid in objective self-analysis and reflection;
      3. to review district and building goals and to establish individual goals, when necessary, to improve performance which will support district and building goals;
      4. to indicate professional growth (i.e., graduate work, attendance at workshops/conferences, review of professional literature, etc.);
      5. to assist in defining professional development needs;
      6. to provide information for establishing contract status and licensure;
      7. to provide teachers with an evaluation of their work by their evaluating administrators;
      8. to assist the teacher in implementing the prescribed curriculum; and
      9. to foster appropriate professional relationships and communication between teachers and evaluating administrators.

   Notwithstanding the foregoing purposes, however, it is recognized that Administrative and Board decisions regarding contract status and advancement may be based on considerations other than those reflected in teacher evaluations.

All teachers, as defined by Ohio Revised Code section 3319.111, shall be evaluated in accordance with the Board adopted evaluation policy and any memorandum of understanding supplementing that policy. All counselors, as defined by Ohio Revised Code section 3319.113, shall be evaluated in accordance with the Board adopted evaluation policy and any memorandum of understanding supplementing that policy.

All other teachers shall be evaluated using the current evaluation form. The timelines and frequency of observations and evaluations shall be as set forth in the Ohio Revised Code.

Any complaints regarding either the Board adopted evaluation policy, any memorandum of understanding supplementing the policy, or the non-OTES evaluation process shall be subject solely to the grievance procedure set forth in

this Agreement and it is intended that the evaluation processes shall supersede any evaluation requirements of Ohio Revised Code section 3319.11.

N. **Class Size and Teacher Load.**

1. Class size. Class size in grades K-6 shall mean the number of students in any regular academic class (activity type classes excluded now consisting of art, music and physical education).

   Maximum class size (Pre-K-6), including mainstreamed students, during the Agreement shall be as follows:

Grade Level	Maximum Class Size
Pre-School	State mandated maximums
K – 4 (including 3-4 splits)	25
5-6	30

   If the maximum class size is exceeded and the teacher notifies the building administrator of the issue, the administration shall take corrective action to reduce the class size or to assign an aide or tutor to assist the teacher with that class within eight (8) workdays unless the current physical limitations of the building in which the class is located preclude other reasonable alternatives. Corrective action steps and/or progress will be communicated to the teacher by Human Resources or the Special Education Department on a weekly basis until the student load issue is resolved. These maximums may be exceeded by agreement of an Association representative, the teacher and the building administrator.

2. Teacher Load. Teacher load in grades 7-12 shall mean the total number of students in all academic classes (activity type classes excluded now consisting of art, music and physical education) per day. Students scheduled through block scheduling shall be counted one time for each period during the block. Students enrolled in Plato or other online classes that are taking the classes inside a district school building shall count as .5 of a student for purposes of determining teacher load. Students taking online courses outside of the school building will not count in the teacher load calculation.

   Maximum teacher load (7-12), including mainstreamed students, during the term of the Agreement shall be as follows:

Grade Level	Load
7-8	162
9-12	162

If at any time the daily teacher load limits are exceeded and the teacher notifies the building administrator of the issue, the Administration shall take action to correct the situation or to assign an aide or tutor to assist the teacher within ten (10) work days if possible, given the current physical limitations of the building in which the problem exists. Corrective action steps and/or progress will be communicated to the teacher by Human Resources or the Special Education Department on a weekly basis until the student load issue is resolved. These maximums may be exceeded by agreement of an Association representative, the teacher and the building administrator.

3. Miscellaneous. In cases where the number of subject preparations by a secondary teacher becomes burdensome to the effectiveness of the teacher's performance, the situation may be brought to the attention of the building principal for consideration. If the concern of the teacher is not satisfied as a result of the principal's investigation and consideration, the teacher may request a joint meeting with the building principal, the education director involved, and the Director, Human Resources.

While activity type classes (now consisting of art, music and physical education) have been excluded from class size and teacher load limitations, the parties recognize that excessively large class loads and/or class sizes are not desirable and can be a detriment to learning and teaching. Every effort will be made to maintain reasonable activity type class sizes and teacher loads consistent with available resources and programmatic needs. A plan specifying these efforts will be developed by the end of this Agreement and reports of progress will be given by Human Resources to Labor Management Committee in the fall and spring of each school year.

Concerns regarding activity type class size or teacher loads may be addressed with the Director of Human Resources or the Labor Management Committee.

O. **Equalization of Audio-Visual Equipment**. The Board and the Association agree that an adequate and easily accessible supply of

audio-visual materials and equipment is helpful and may be essential to the teacher in classroom instruction. In the interest of a more effective audio-visual program the Board agrees to make reasonable effort toward the equitable distribution of audio visual equipment to serve the needs of each building. (This does not apply to any equipment purchased and controlled by any special funding guidelines.)

P. **Teachers Rights**

1. There shall be no discrimination in regard to race, creed, religion, color, national origin, sex, marital status, age, or disability.

2. No teacher shall be the subject of discrimination or coercion as a result of membership or participation in the activities of the professional organization in which he/she is a member.

Q. **Academic Freedom**. The teachers seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged. No special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject only to accepted standards of professional educational responsibility by members of the instructional staff.

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

R. **Teacher Contracts.**

1. Limited Contract Sequence

Upon completion of the teacher's initial contract the teacher will be issued a one year contract; upon completion of the teacher's second limited contract of employment in the Springfield City Schools, such teacher, if re-employed, shall receive a limited contract for a term of two (2) years. However, the Board may grant a one year contract to such teacher if:

a. The teacher's job performance during his/her contract term is only marginally satisfactory (i.e., any area of his/her evaluation falls below "meets requirements").

b. The teacher has been given a written reprimand during his/her current contract by the Superintendent or Director of Human Resources.

3. Continuing Contract

a. Notification of Continuing Contract Consideration

The teacher shall notify the Superintendent or designee in writing no later than September 15 of the school year in which the teacher wants to be considered for continuing contract status.

The teacher must meet or anticipate meeting, by the end of the school year, all the qualifications and conditions to be considered for a continuing contract.

A teacher becomes eligible for continuing contract upon satisfaction of one of the following:

1. Teacher has been employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another public school district.

2. In accordance Ohio Revised Code section 3319.08.

The written notification is being required in order to give the administration adequate notice to evaluate the employee for the purpose of awarding a continuing contract. Failure to provide the Superintendent or designee a timely written notification shall constitute a waiver, by the employee, of the right to a continuing contract at the end of that school year.

Each teacher whose name appears on The Continuing Contract Eligibility List, if generated by administration, shall be informed by September 10th that the employee's name appears on that school year's list. Administration shall be held harmless if this list is not accurate or if a teacher who is eligible is not notified because their name does not appear on the list.

A teacher who gives written notification after September 15th asking for continuing contract consideration shall be evaluated for a continuing contract the succeeding school year.

b. Continuing Contract Status Held Elsewhere in Ohio

Teachers who have attained continuing contract status elsewhere in Ohio and are employed by the Springfield City School District shall receive limited contracts for a term of one (1) year each of the first two years employment, if re-employed for a second year. At the end of the second year such teacher shall be placed on continuing contract or employment shall be non-renewed by the Board in accordance with Ohio Revised Code section 3319.11.

c. Except as otherwise provided in this Section, the Board shall adhere to the laws of the State of Ohio in regard to the granting of continuing contracts and teacher tenure.

d. Retired teachers as a condition of employment with the district shall execute a written waiver relinquishing any and all right to continuing status.

e. To the extent permitted by law, the provisions of this Article are intended to supersede the requirements of Ohio Revised Code sections 3319.08, 3319.11 and 3319.111 in regards to the notice of eligibility and eligibility for continuing contract.

S. **Non-renewal.** Non-renewal of limited contracts shall be in accordance with Ohio Revised Code Section 3319.11.

T. **Teacher Protection and Student Discipline**. When in the judgment of a teacher, a student requires the attention of student personnel employees or other specialists, he/she will so inform the

principal or his/her designee either orally or in such writing as may be required, using forms provided for referral to certain services. The principal or the designee, after consultation with the teacher, will arrange, if necessary, for a conference among the principal, the teacher, and the service specialist to discuss the problem and to decide upon appropriate action.

A teacher may refer to the principal or the designee for appropriate action, a student who seriously interferes with the learning opportunities of other students in the teacher's charge. The teacher shall communicate in writing (or in cases of extreme emergency, in person) the nature of the problem to the principal or designee. If such communication is done in person, a written report must be filed with the principal or the designee as soon as possible and ordinarily no later than the close of the school day. A standard check list referral form shall be used within each school for such referrals.

If a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, a teacher may remove a pupil from curricular or extracurricular activities under his/her supervision, for a period not to exceed twenty-four (24) hours. Immediately upon removal the teacher shall notify the principal's/building administrator's office and shall as soon as practicable thereafter submit in writing to the principal the reasons for such removal.

The teacher recognizes that the authority to suspend rests solely with the building principal as prescribed by law.

A teacher may also, within the scope of his/her employment, use and employ such amounts of force that is reasonable and as is necessary, to quell a disturbance threatening physical injury to others, to attain possession of weapons or other dangerous objects upon the person or within the control of the student for the purpose of self-defense or for the protection of persons or property. In the event such above actions become necessary or in the case of aggravated assaults upon the teacher, the situation will be reported as quickly as possible to the building principal or immediate supervisor in writing, giving in detail the instances thereof.

If litigation becomes a possibility, the Board will have an official representative made available to cooperate with the teacher and the teacher's counsel toward the protection of said teachers' rights.

If criminal proceedings or litigation arise out of an incident such as described above, and if the Board determines after investigation that the teacher has acted properly and in accordance with applicable Board policies, rules, regulations, and Ohio law, the Board, through its counsel, will furnish legal advice to the teacher to the extent necessary and authorized by law.

U. **Personnel Files**. A teacher's permanent personnel file shall be maintained in the Central Office. Portions of such files may be open to the general public pursuant to state law.

Notification shall be promptly given to any teacher at any time access to his/her personnel file is requested by a member of the general public pursuant to state law. To the extent that the information is available, teachers shall be given the name and address of any member of the general public obtaining copies of any information contained in their personnel files and shall be furnished, at no expense, copies of the information made available to any member of the general public.

A teacher shall have the right to examine his/her building personnel file if such a file is maintained by the teacher's principal or other supervisor. The teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review. If the teacher desires copies of any information in his/her personnel file, such copies will be made at the teacher's expense.

Anonymous material or material from unidentified sources will not be placed in any teacher's personnel file. As of the effective date of this Agreement, a teacher shall be given a copy of any materials at or prior to the time they are to be placed in the teacher's personnel files.

Any teacher may object in writing to any information in his or her personnel file which the teacher reasonably believes to be inaccurate, irrelevant, untimely, or incomplete. Such objections must be signed by the teacher and will become a part of the teacher's personnel file unless the Director of Human Resources agrees to correct or remove the disputed information from the teacher's file.

V. **Discipline.** The Board's right to manage, direct and control the operations of the district includes the right to discipline teachers for just cause. Discipline may consist of verbal warnings, written reprimands, suspensions with pay, suspensions without pay (for up to ten (10) work days), termination or such other appropriate action

as may be needed given the nature and magnitude of the misconduct involved.

Teachers shall have the right to be represented by the Association in any meeting or conference at which the teacher reasonably believes he/she will be disciplined.

Teachers will not be disciplined for misconduct based upon building surveillance video without first being given the opportunity to review such tapes. Teachers may be accompanied by an Association Representative to review building surveillance video tapes prior to any further action.

Except in situations of serious misconduct warranting immediate suspension or termination, the discipline of teachers shall be administered in accordance with the principle of progressive discipline. However, when progressive discipline is warranted, the Administration shall not be required to utilize any particular form or sequence of discipline in any given situation.

W. Reporting of Absence

Teachers who are not able to work as scheduled shall report their anticipated absence or tardiness as early as possible as directed by their building principal or other supervisor.

For requirements regarding medical certification see Article 5, Section A, Sick Leave.

X. Collection of Paid Administrative Leave

If a teacher is placed on paid administrative leave and subsequently pleads guilty, enters a plea of no contest, or is convicted, in a criminal proceeding, and the plea or conviction is based upon the facts that led to the teacher being placed on administrative leave, the Board of Education may collect any sums paid to the teacher during the period of administrative leave and/or may withhold those sums from any unpaid monies due to the teacher.

Y. Resident Educator Program

The Board of Education shall implement the Resident Educator Program in accordance with the Ohio Department of Education guidelines as they currently exist, or as they may be amended.

Teachers employed as a Resident Educator Mentor shall be Teachers on Special Assignment.

ARTICLE SEVEN - TEACHER RESPONSIBILITIES

A. Teachers agree to uphold the policies, rules, regulations, and practices of the Board, as long as those policies are not in conflict with this Agreement.

B. Teachers shall keep a class record (grade book or other approved data collection medium) of student evaluations and attendance and other such educationally related records as may be reasonably required.

C. Teachers shall be available at reasonable times for conferences with parents, pupils, or combinations of the three. Except in emergency or other urgent situations, such conferences will not be held on less than twenty-four (24) hours notice to the teacher and parent, unless both agree to meet more promptly.

1. This information shall be included in parent information sent home at the beginning of the school year.

2. It will be the responsibility of the teacher to conduct the conference. Factors the teacher may consider during the conference are:

   a. that the parent receives constructive suggestions;
   b. that there is emphasis on the pupil's successes and on methods of improving weaknesses;
   c. that the teacher's objectives are better understood;
   d. that a feeling of teamwork is nurtured without critical attitudes being directed toward other teachers or schools.

3. In cases where the teacher feels the presence of the principal, a supervisor, or counselor, would be vital to the success of the conference, the teacher may make such request. If such request is made, the conference date shall be rescheduled to assure administrative or supervisory attendance.

D. Teachers shall be called upon to perform assignments which are part of the basic educational responsibilities, such as:

1. Attendance and/or supervision at not more than two (2) student or parent oriented functions or activities per year, such as open house(s), plays, festivals, science fairs, music programs;

2. Making necessary classroom collections which are related to the educational program. Teachers assigned to collect funds shall be

indemnified and held harmless for any and all funds that might be lost or stolen.

E. Teachers shall be encouraged to aid in the responsibility of the profession to recruit potential future teachers.

F. Teachers shall be encouraged to involve themselves in matters of curriculum development, revisions of courses of study, and textbook selection by:

1. Serving on building and city-wide study councils and committees for curriculum, material selection, and building design;

2. Participating in on-going research and evaluation.

It is the intent of the Board and Association to work collaboratively on the continuous development, implementation, and evaluation of curriculum. Wide spread involvement of the teaching staff is needed for this process to be effective. Staff members at all levels are encouraged to participate.

G. Teachers are encouraged to conduct home visits during the year in cases of primary significance. Teachers may request to be accompanied by a principal, school nurse, counselor, or other home liaison person.

H. Each teacher shall cooperate and contribute to Evaluation team reports involving students in the teacher's classes. Such reports shall be the responsibility of Superintendent's designee and/or the case worker assigned to the school.

I. **Lesson Plans**.

1. By the first workday morning of each week, teachers shall have readily available in their classrooms for review by the administrator, either written or electronic overviews or detailed lesson plans for that week. The written overview shall be consistent with the academic content standards, instructional organizers and grade level indicators that the teacher proposes to teach for that week. In addition, there shall be readily available for review by the administrator the lesson plan for that particular day. The building administrator may request that the teacher provide a copy (electronic or paper) of the lesson plans to the administrator no later than the beginning of the next school day. Should the Administrator request a copy of the lesson plan, he/she shall provide written constructive feedback to the teacher in a timely fashion. Lesson plans for online learning classes shall be prepared and kept on file by the teacher assigned to the class.

2. Detailed lesson plans shall be in writing by the start of the school day they are to be used. The detailed plans shall be readily available and include the following:

   a. Daily instructional objectives consistent with the applicable academic standards, instructional organizers and grade level indicators;

   b. Procedures and/or differentiated instructional (learning) activities, e.g., reference data and/or learning styles;

   c. Materials to be used during instruction (e.g., books, technology and/or other materials); and

   d. Formative/summative and/or pre/post assessment tools consistent with grade level indicators, where applicable.

3. It is the responsibility of the teacher to provide lesson plans for a substitute for a maximum of two weeks when necessary.

4. After the school year ends, lesson plans shall be kept in the teacher's possession and readily available the next school year.

J. **Student Teachers/Student Observers**. Teachers shall be encouraged to accept the responsibility of working with a student teacher or a student observer on a voluntary basis only, keeping in mind the overall professional responsibility to be helpful in the training of future teachers. Arrangements for placement of student observers shall be made through the office of the building principal working with the university and the supervising teachers. Arrangements for placement of student teachers shall be made through the Director of Human Resources working with the University, the building principal, and the supervising teachers. Decisions on the student teacher procedures in the classroom shall be established jointly by the supervising teacher, principal, and university representative. An elementary supervising teacher shall have no more than one student teacher during the school year. In the secondary schools a class shall have no more than one student teacher during the school year.

ARTICLE EIGHT - COMMUNICATION

A. **Labor Management Committee**

1. There shall be a Labor Management Committee formed for the purpose of resolving contractual issues or issues that have been presented to the Joint Communications Committee and/or Faculty Advisory Council which were not resolved at those committees. This Committee shall consist of the Superintendent (or the Superintendent's designee) and four (4) administrators designated by the Superintendent, at least two (2) of whom participated in the negotiations resulting in the current Agreement, the Association's President, or the President's designee, and four (4) teachers designated by the Association's President, at least two (2) of whom participated in the negotiations resulting in the current Agreement. The Board's legal counsel and the SEA/OEA representative may assist in this Committee's work as requested by either party. The Committee shall meet on an as needed basis or at such other times as the Superintendent/designee and the Association President/designee shall mutually agree. Meetings will be held on the third Thursday of each month from 2:30 to 4:30 p.m unless otherwise agreed by the parties. The LMC shall be encouraged to solve identified problems in a creative atmosphere using a consensus based format. Meeting agendas will identify specific topics for discussion. Meetings shall be canceled if the agenda is not finalized by the Superintendent and the Association President (or their respective designees) at least three (3) work days prior to the meeting or if there are no agenda items for discussion. Minutes of the meetings will be sent to the Association President or designee to be sent to the bargaining unit members.

2. Major District Wide Initiatives

   If the Board of Education decides to put into place a major district-wide initiative (e.g., progress book, Schlecty), the administrator responsible for implementation of the initiative shall present to LMC a plan for the initiative. The plan shall include provisions for materials, resources, training/professional development and means for support after training.

B. **Administration Communication.** The Central Office Administration shall maintain communications with teachers by publishing a monthly staff bulletin.

C. **Faculty Advisory Council**. Each school building shall have a faculty advisory council. The purpose of the faculty advisory council shall be:

1. To assist in the development of faculty meeting agendas and waiver day time agendas, if applicable;

2. To act in an advisory role to the building principal regarding staff concerns, building policies, etc.;

3. To improve faculty-administration communications and morale.

4. To annually assist the building principal in developing a plan for the equitable assignment of teachers to cover classes of absent teachers as needed. The Plan shall be finalized and filed with Human Resources no later than October 15th each year.

5. To review student discipline and provide recommendations to building administration on improving student behavior and consistent application of student code of conduct.

Teachers shall annually select representatives to serve on their building faculty advisory council. The faculty advisory council in each elementary school shall consist of the building principal, or the principal's designee, and three teachers including the Association building representative. Each middle school council shall consist of the building principal, or the principal's designee, and five teachers including the Association building representative. The high school council shall consist of a High School Administrator and ten (10) teachers, including one (1) building representative. The alternative school faculty advisory council shall consist of the building principal or his/her designee and four (4) teachers. At least one of these teachers must be an Association building representative. Each building faculty advisory council shall meet at least once every month during the regular school year and the Chair shall be selected by the Committee. The principal and the chairperson shall develop agendas, for each faculty advisory council meeting. Meeting agendas will identify specific topics for discussion and will include a brief focus statement or narrative for each topic on the Issue Record Form. If this narrative is not included, the issue shall not be discussed. Minutes of each meeting will be prepared and approved by the committee and distributed to all teachers in the building as soon after the meeting as is reasonably possible.

If the chairperson or any two other members of the committee are concerned that the faculty advisory council is not functioning adequately, he/she/they may request the assistance of the Labor Management Committee. Meetings shall be canceled if the agenda is not finalized at least three (3) work days prior to the meeting or if there are no agenda items for discussion.

D. Local Professional Development Committee

1. Creation of Local Professional Development Committee

   There shall be one (1) district wide Local Professional Development Committee (LPDC), consisting of seven (7) members who are employees of the Springfield Board of Education.

   Four members of the LPDC shall be members of the bargaining unit and shall be appointed by the President of the Springfield Education Association. Two members of the LPDC will be appointed by the Superintendent and shall be a voting members of the Committee.

   Initial terms shall be staggered as follows:

SEA Appointees:	two 3-year terms one 2-year term one 1-year term
Superintendent Appointees:	one 3-year term one 2-year term

   Director of Human Resources

   Vacancies shall be filled in the manner of original appointment.

2. Meetings of the LPDC

   A quorum of the LPDC consists of no less than three (3) members appointed by the Association and two members appointed by the Superintendent.

   The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes.

   Actions regarding the Individual Professional Development Plan of a member of the teachers' bargaining unit shall be decided by a quorum with at least four (4) votes needed for approval. At the request of one of its administrative members, actions regarding the Individual Professional Development Plan of an administrator or other employee who is not a member of the teachers' bargaining unit shall be discussed and decided by a majority vote of only five members of the LPDC, a majority of whom shall be members appointed by the Superintendent or his/her designee.

   Amendment or adoption of bylaws by the LPDC shall require a two-thirds (2/3) majority vote of its full membership.

The LPDC shall meet at least monthly during those months school is in session and at such other times as five or more members may determine.

All meetings of the LPDC shall be public meetings and held outside of the student instructional day.

All records of the LPDC shall be public records. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

The Director of Human Resources shall be responsible for obtaining necessary secretarial support, supplies, equipment and space needed by the Committee.

3. Duties and Powers of the LPDC

The duties of the LPDC shall include, but not be limited to, the review and approval of professional development plans for re-certification and licensure, CEU approval, development of a list of persons to serve as Appeals Committee members, and the adoption and amendment of its bylaws, which among other things, will provide a procedure for determining which teacher members will not participate in discussing or voting on the coursework plans of administrators, a means for the prompt removal of any appointed member of the LPDC who fails to participate or otherwise neglects or breaches his/her duty as a member, and a method for dealing with conflicts of interest.

The LPDC shall adopt bylaws governing its operations and reflecting its mission, all policies as are required by law for providing notice of meetings of committees of public bodies, and a policy for appeal as described herein. Such policies shall be adopted by the LPDC prior to any action related to re-certification or licensure.

The LPDC shall report on its actions in a prompt and timely manner to the State Board of Education and to the affected teacher/administrator. Final approvals/disapprovals shall be promptly and timely reported to the Director of Human Resources.

4. Limitations

The LPDC shall have no duties other than those explicitly stated herein or as may be required by the Ohio Revised Code. In the exercise of such duties, actions of the LPDC shall be limited in scope by and must be consistent with the adopted policies of the Springfield School District Board of Education.

No action of the LPDC shall bind the Springfield School District in any manner that may be contrary to any provision of the Negotiated Agreement, established Board Policy or any law or regulation governing the operation of public school districts.

No action of the LPDC shall bind the Springfield School District in any manner that may affect bargainable terms and conditions of employment.

No action of the LPDC shall bind the Springfield School District in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Springfield School District Board of Education.

The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC, and all requirements pertaining to public meetings and public records applicable to the LPDC. Any records created by such subcommittees shall be records of the LPDC.

5. Appeal of a decision of the LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall be heard by an appeals committee of three persons consisting of the Superintendent, or his/her designee, the President of the SEA, or designee, and a person chosen by the educator initiating the appeal from a list of persons developed by the LPDC.

The appeals process provided in LPDC bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of either LPDC or an appeal of such decision shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in any Negotiated Agreement.

E. Committee Stipend Guidelines

When a teacher serves on a committee that is not in the contract, the Labor Management Committee will determine, by consensus, whether the teacher should be compensated for service. The committee chair should submit a proposal for approval to LMC.

ARTICLE NINE – COMPENSATION

A. **Salary**

1. All salaried teachers shall be paid pursuant to the salary schedule attached hereto as Exhibits A, B and C for the 2017-2018, 2018-2019 and 2019-2020 school years, respectively. In addition, for each of the school years in question, each bargaining unit member shall receive a signing bonus in the amount of One Thousand Dollars ($1,000.00), payable on the second payroll in December. Newly hired employees shall receive one-half of the $1,000 stipend, payable on the second payroll in August and one-half payable on the second payroll in December. The bonus shall be issued by separate check and the monthly tax table shall be used to calculate the taxes due on the bonus.

2. Each teacher employed by the Board shall be given credit for up to ten (10) years of teaching service outside the district, whether private or public, or up to five (5) years of military service in the Armed Forces of the United States or a combination of both not to exceed ten (10) years for proper placement on the salary schedule. Private sector experience must be from employment which is directly related to the area of licensure or program in which the teacher will be teaching. Private sector experience must be documented by the teacher and human resources and will be one year for every two years of experience, up to a maximum of five (5).

   In addition, the District may grant up to two (2) additional years of service credit to a new hire if the District receives fewer than ten (10) qualified applicants for the position. Qualified shall mean that the teacher currently has a license for the position or is awaiting receipt of a license, which is currently referred to as the resident educator license or professional educator license. The teacher shall remain frozen at the step until the actual service credit is accrued.

   Teachers who are employed or who are re-employed by the district after retirement shall be given credit for teaching service in or out of the district and/or military service as other newly hired teachers for up to ten years of service credit.

   This section shall supersede Ohio Revised Code section 3317.13 to the extent that this provision conflicts regarding the granting of service credit for salary placement purposes.

3. One year's teaching experience shall be defined at not less than one hundred twenty (120) days of teaching during a given school year (includes substitute teaching). A year of military service is defined as twelve (12) months of active duty or a partial year of active duty of at least eight continuous months.

4. For proper placement on the salary schedule, the teacher being employed shall furnish an official transcript of credits, a valid teaching certificate/license, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214, to the Treasurer of the Board no later than September 15th of his or her initial year of employment. Upon submission of such information, the teacher shall immediately be moved to the proper placement on the salary schedule retroactive to the beginning of that teacher's contract year.

5. Failure of a teacher to provide proper certification shall result in withholding of pay and/or termination.

6. Employees shall receive their salary by direct deposit twice per month, in twenty-four (24) equal installments. Deposits shall be on the first (1st) and third (3rd) Fridays of each month,

   Salary allowances for supplemental duties which are not performed continuously throughout the school year will be paid in two (2) equal payments, the first on the teacher payroll payday immediately following the mid-point of the season or activity and the second on the teacher payroll payday immediately following the conclusion of the season or activity.

7. A teacher may advance horizontally on the salary schedule by acquiring additional college credits and/or degrees by providing evidence that sufficient course work beyond the baccalaureate level has been credited or a higher degree has been earned. Satisfactory evidence shall be an official transcript issued by the appropriate academic institution.

   Payment on the new column will be effective at the beginning of the school year and will commence the first pay of the year, provided the employer has been provided satisfactory evidence on or before October 1.

   Payment on the new column will be effective at the beginning of the second semester and will commence the first pay after the beginning of the second semester provided the employer has received satisfactory evidence on or before March 1.

Only coursework that relates to the teacher's area of licensure/certification or the education field is eligible for horizontal movement on the salary schedule.

B. **Springfield Academic Units**

1. Effective July 1, 2011, teachers may earn Springfield Academic Growth Units (SAGUs).

2. Each SAGU is the equivalent of Sixty-Two and One Half (62.5) contact hours.

3. A SAGU may only be earned for professional development offered by the District that is aligned with the District goals and/or State and Federal mandates.

4. Each SAGU offering must be approved by the LPDC and the Superintendent.

5. Teachers are not eligible to earn SAGU credit for time for which the District is already compensating the teachers through either salary, stipend and/or reimbursement. However, if there is an overlap between the end of a teacher's contractual day and the beginning time of the course, the teacher is not considered to be on salary for the overlap time.

6. Each group of Sixty-Two and One Half (62.5) contact hours will add Four Hundred Dollars ($400.00) to the teacher's salary and, once earned, the sums shall continue to be part of the teacher's annual salary.

7. A teacher may not earn more than two (2) SAGUs between July 1, 2011 and June 30, 2014.

8. Any course or subject desired to be offered for SAGU credit may be initiated by any teacher, any administrator, and/or the Academic Services Department, as follows:

    a. Application of course consideration must be sent to the LPDC.
    b. Such matters outlining the subject to be studied, securing a competent instructor, materials, credits to be earned, and financial considerations are to be reviewed by the LPDC. If the LPDC believes that a course should be offered, its recommendation shall be sent to the Superintendent or his/her designee, for approval.

c. Said recommendation must be approved by the Superintendent or his/her designee before it is announced that such course will be sponsored by the District for SAGU credit.
d. If the course is approved by the Superintendent and/or his her designee, and the LPDC, the course work shall count toward the hours necessary for license renewal.

9. When a teacher has completed Sixty-Two and One Half (62.5) contact hours of approved SAGU coursework, the teacher has qualified for SAGU salary adjustment. To qualify for SAGU salary adjustment effective at the beginning of a school year, by October 1st the teacher shall have submitted Exhibit E to the Human Resources department certifying his/her completion of Sixty-Two and One Half (62.5) contact hour. To qualify for salary adjustment effective at the beginning of the second semester, by March 1st the teacher must submit to the Human Resources Department Exhibit E certifying his/her completion of Sixty-Two and One Half (62.5) contact hours. If Exhibit E is not submitted on a timely basis, the SAGU salary adjustment shall be retroactive to the date of eligibility.

10. SAGU salary adjustment shall be paid in essentially equal installments with each paycheck. This salary adjustment shall not be paid as a lump sum.

11. When an SEA bargaining unit member teaches a course that has been approved for Springfield Academic Growth Units (SAGUs) (even if that SEA bargaining unit member has taught that course for SAGU credit before), that SEA bargaining unit member shall, at his/her election, receive the amount of Springfield Academic Growth Units that other participants in the course receive for taking the course or shall receive compensation for teaching the course at the teacher's hourly rate.

12. A single course could be either for college/university credit for Salary Adjustment Growth (above item 7) or could be used for Salary Adjustment for Springfield Academic Growth Units (Item 8, above), but cannot be used for both. Before the District-offered course actually begins, the teacher shall declare if the course is to be used for Salary Adjustment for Academic Growth or for Salary Adjustment for Springfield Academic Growth Units.

13. Nothing herein shall prohibit the LPDC from accepting a combination of SAGUs and Academic Credit for Salary Adjustment for purposes of licensure renewal.

C. **Supplemental Salary Allowance** Grade

1. Athletics

Football:	Head senior high coach (includes 2 weeks before school year)	A
Football:	Assistant senior high coach (includes 2 weeks before school year)	C
Football:	Freshman coach	C
Football:	Middle School coach	F
Basketball:	Head senior high coach	A
Basketball:	Assistant senior high coach	C
Basketball:	Girls' senior high coach	A
Basketball:	Girls' senior high assistant coach	C
Basketball:	Freshman basketball coach	C
Basketball:	Boys' Middle School Coach	F
Basketball:	Girls' Middle School Coach	F
Track:	Head senior high coach	B
Track:	Assistant senior high coach	D
Track:	Girls' senior high coach	B
Track:	Boys' Middle School Coach	G
Track:	Girls' Middle School Coach	G
Cross Country:	Senior high coach	D
Cross Country:	Middle School Coach	G
Baseball:	Head senior coach	B
Baseball:	Assistant senior high coach	D
Soccer:	Head senior coach	B
Soccer:	Assistant senior high coach	D
Swimming:	Head senior high coach	D
Swimming:	Girls' senior high coach	D
Wrestling:	Head senior high coach	B
Wrestling:	Assistant senior high coach	E
Wrestling:	Middle School coach	G
Gymnastics:	Head senior high coach	D
Gymnastics:	Girls' senior high coach	D
Tennis:	Senior High Coach	D
Golf:	Senior High Coach	D

Volleyball:	Girls' senior high coach	B
Volleyball:	Assistant senior high coach	D
Volleyball:	Girls' Middle School Coach	G
Softball:	Girls' senior high coach	B
Softball:	Assistant senior high coach	D
Softball:	Girls' Middle School Coach	G
Ticket Manager:		E
Site Manager:	High School - Fall	F
Site Manager:	High School - Winter	F
Site Manager:	High School - Spring	H
Certified Strength Coach:		A

2. Intramurals

Senior high school	G
Middle school	E
Elementary school	H

3. Dramatics and Speech

Head senior high dramatics coach	B
Asst. senior high dramatics coach	D
Coach speech and debate	G
Middle school drama (2 performances/year)	I

4. Music

Marching band director (includes 1 full week of band camp & 1 full week of rehearsal)	B
Asst. marching band director (includes 1 full week of band camp & 1 full week of rehearsal)	D
Drill team coach, senior high (includes 1 full week of band camp and 1 full week of rehearsal)	E
Jazz band director, sr. high	G
Vocal music director, sr. high	E
Spring musical orchestration	H
Pep band director	H

5. Publications

Newspaper advisor, senior high	G
Yearbook advisor, senior high	G
Yearbook advisor, middle school	I

6. Departmental Chairpersons

English, math, social studies, science	F
Foreign language, business education, industrial arts, physical education, family consumer science, special education, art, music	G
Middle School Team Leader	H

7. Activity Advisors/Cheerleading Supervisors

Chess (High School)	H
Cheerleading supervisor (head)	C
Assistant cheerleading super.	E
Freshman cheerleading	F
Middle School cheerleading	F
Student council advisor - High School	E
Student council advisor - Middle School	I
Special Olympics advisor	F
Club Advisor (High School, Middle School and Elementary)	I
Destination Imagination Advisor	I

8. Miscellaneous

LPDC - Teacher/Member	G
Health Insurance Committee Member	I
Class coverage	$22.57 per hour.

Grade Salaries

Supplemental salaries for each grade are as follows:

GRADE	2017-2018	2018-2019	2019-2020
A	$5,675.00	$5,789.00	$5,905.00
B	$4,368.00	$4,455.00	$4,544.00
C	$3,823.00	$3,899.00	$3,978.00

D	$3,167.00	$3,230.00	$3,295.00
E	$2,618.00	$2,670.00	$2,723.00
F	$2,031.00	$2,072.00	$2,113.00
G	$1,766.00	$1,801.00	$1,837.00
H	$1,092.00	$1,114.00	$1,136.00
I	$420.00	$428.00	$437.00

Supplemental Longevity Pay

A supplemental longevity payment will be added to the supplemental contracts of teachers who have continuously held the same supplemental duty contracts as follows:

Years of Completed Service

3 - 5	+3% of supplemental salary
6 - 8	+6% of supplemental salary
9 - 11	+9% of supplemental salary
12 - 14	+12% of supplemental salary
15 and above	+15% of supplemental salary

These payments will be added to the supplemental duty contracts of teachers who are eligible to receive them. All prior supplemental duty service credit must be verified to payroll records.

A supplemental review committee shall be created to review all clubs and activities (non-athletic) at each building, to determine which will be paid or not paid. The review will be completed in consultation with the District Treasurer's office. LMC shall determine the makeup of the committee with the Association's Labor Relations Consultant and the Board Attorney acting as members for the first year. For the first year, the committee shall meet a minimum of two (2) times.

E. **STRS Pick-up Salary Reduction Method**

Each teacher's salary shall be reduced in an amount equal to the teacher's contribution to the State Teacher's Retirement System and paid to STRS on behalf of the teacher. The salary reduction method of STRS payment pickup shall apply uniformly to all teachers, and no teacher covered by STRS shall be exempt. The STRS payment defined herein shall apply to all compensation earned including regular contract and supplemental contract earnings.

F. **Extended Time Pay**

Counselors at the senior high schools will be paid at their per diem rates for up to two (2) weeks of extended time before or after the school year, as assigned.

Counselors at the middle schools will be paid at their per diem rates for up to one (1) week of extended time before or after the school year, as assigned.

Psychologists will be paid at their per diem rates for up to four (4) weeks of extended time before or after the school year, as assigned.

G. **Payroll Deductions to Purchase/Restore Retirement Service Credit**

1. Teachers may continue to purchase or restore STRS service credit through the current after tax payroll deduction plan. Teachers may revoke payroll deduction authorization of this plan at any time.

2. Teachers may also purchase or restore STRS service credit through a tax deferred payroll deduction plan. Any teacher who wishes to purchase or restore STRS credit through this plan must enter into a binding irrevocable payroll deduction authorization and such teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to STRS. These deductions from salary are designated as being picked up by the employer and paid by the employer in accordance with Internal Revenue Code requirements.

ARTICLE TEN - FRINGE BENEFITS

A. **Health Plan.**

1. The Board will pay Eighty-Three Percent (83%) of the total monthly cost of the health plan and the teachers will pay by payroll deduction Seventeen (17%) of the total monthly cost during the term of this Agreement.

2. Except as provided herein, the health plan, set forth in Exhibit D shall remain in effect for the duration of this Agreement.

3. Upon application, the Board shall also provide the above health plan for each annually contracted part-time teacher working one (1) half time or more on a prorated basis if the teacher desires it and is eligible. (Example: The Board's contribution for a teacher working on a three (3) day per week schedule would be Sixty Percent (60%)

of the amount it would pay for a full-time teacher.) The part-time teacher shall pay the balance of the total annual cost.

4. A District Health Insurance Committee composed of an equal number of administrators and bargaining unit employees including teachers appointed by their Association, staff employees appointed by SEUSS/OEA/NEA and staff employees appointed by the Teamsters shall meet at least quarterly during the school year to review and discuss the District's health insurance plan and the costs associated therewith.

   Beginning January 1, 2015, there will be a reserve floor set at $2.4 million. If the insurance increases for the premium year are quoted at more than 5%, then the insurance committee must use any reserve in excess of the floor to buy down the premiums to no more than a 5% increase. If there is no reserve, or there is an insufficient reserve to buy down the premiums to the 5% requirement, then any premium costs in excess of the 5% are split 50/50 between the employees and the Board of Education. If the reserve is below the $2.4 million floor, then the premiums for the following plan year must include sufficient amounts to bring the reserve up to the floor, and to the extent that this results in an increase above 5%, then anything over the 5% is to be split 50/50 between the employee and the Board of Education. If the insurance consultants determine that the reserve is not sufficient, then the reserve amount will be increased. The insurance consultants may also recommend that the reserve may decreased.

   If the new reserve is higher than the actual amount of dollars in the reserve, then the preceding paragraph will be enacted.

B. **Life Insurance.**

1. The Board shall pay for a term life insurance policy $50,000 for each full-time annually contracted teacher.

2. Also, full-time annually contracted teachers will be given the option to purchase supplemental life insurance in excess of the insurance provided by the Board. Such supplemental life insurance will be offered at the lowest rates obtainable from the insurance carrier underwriting the coverage provided by the Board and will be subject to the terms and limits of the insurance contract for such supplemental life insurance coverage.

C. **Dental Insurance.**

The Board shall purchase an approved dental insurance policy for each full-time, annually contracted teacher who desires it and is eligible. The Board shall pay ninety eight percent (98%) of the premiums. Specifications shall be made available to all bargaining unit members.

D. **Graduate Tuition Reimbursement.** The Board shall allocate One Hundred Twenty-Five Thousand Dollars ($125,000.00) per each school year for Graduate Tuition Reimbursement. These amounts shall not carry over from year to year.

Each full-time, annually contracted teacher shall be reimbursed Three Hundred Dollars ($300.00) per semester hour. The work taken shall be in the teaching field of certification/licensure of the teacher or in other work previously approved by the Superintendent or his designee. The college or university at which the course is taken must also be certified by the Ohio Board of Regents. Following receipt of a master's degree, all work taken shall be with the prior approval of the Superintendent and shall be judged on the potential for direct benefit to the instructional program of the Springfield City Schools. This reimbursement shall be made only once per course taken. Hours taken through grants, scholarships, or other sources at no cost to the teacher shall be excluded from this provision. Transcripts must be presented to Administration within sixty (60) calendar days of class completion.

The maximum number of hours per teacher applicable under this policy shall be the equivalent of twelve (12) semester hours from July 1 through June 30. Certificates for tuition received from a college or university for supervision of student teaching or other similar services shall not be applicable under this section.

If a teacher leaves the employ of the Board within two (2) years of receiving tuition reimbursement under this provision, the teacher shall be responsible for repaying the Board for any amounts received under this provision during that two (2) year time period. Those sums may be withheld from any wages due to the teacher, which may not have yet been paid. The repayment provisions shall not apply if the teacher leaves employment through termination, retirement or disability retirement.

E. **College Credit Plus Reimbursement.**

In order to incentivize teachers to become eligible to teach College Credit Plus classes the parties hereby create the CCP Reimbursement Program. Participation and ability to take CCP classes must be pre-approved by the Superintendent or his/her designee in order to be eligible for the CCP

tuition reimbursement. Reimbursement shall be up to the 18 semester hours. Those funds are not subject to Graduate Credit Tuition Reimbursement fund in Section D above. Reimbursement shall be at the rate of $300/semester hour. In order to be eligible for reimbursement, the teacher must successfully pass the class with a B or better. Tuition reimbursement will not be available for portions of tuition paid via scholarship from the university or college.

Once completing the certification requirements, the teacher shall maintain CCP status for a minimum of two years or he/she will have to repay the tuition. In addition, the teacher must remain employed for at least two (2) years after receiving reimbursement unless the program is cancelled or the employee is relieved of his/her duties by District

The teacher will be given professional leave time to attend mandatory meetings with colleges if they occur during the work day. If the teacher is required to attend mandatory meeting outside of contract day, CCP teachers will be paid at his/her per diem or pro-rated per diem rate. CCP approved teachers will receive additional compensation of $800 per class being taught per semester.

The District cannot mandate that a teacher obtain CCP credentials. Qualified bargaining unit members given first opportunity to teach the class. CCP evaluations are not included in OTES evaluations.

F. **Severance Pay (Conversion of Sick Leave Accumulation).** A teacher in the Springfield City Schools who retires from active service with the Springfield City Schools with ten or more years of service with the state, and political subdivisions, or any combination thereof, may at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Retirement Systems) elect to be paid for one-fourth (1/4) the value of his/her accrued but unused sick leave credit with the following limitations:

1. Payment shall be based on the teacher's daily rate of pay at the time of retirement. Daily rate shall be based on the final annual salary of the teacher with the district as shown on the regular contract or salary notice, excluding any pay for supplemental duties or extended service.

2. Severance pay shall be paid for one-fourth (1/4) of accrued but unused sick leave. The maximum number of days for which severance pay shall be paid is sixty three and one quarter (63.25) days.

3. The teacher must sign for the severance pay check certifying all eligibility criteria have been met.

4. Receipt of such payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher.

5. Any teacher who retires at the end of a regular school year shall collect his/her severance pay on the first teacher payday in January of the year following retirement.

6. Severance pay will be paid to the estate or named beneficiary of a teacher who dies after becoming eligible for service retirement.

G. **Mileage and Insurance Coverage.** Any teacher who is authorized to use his/her car on official school business shall be compensated at the current Internal Revenue Service's allowable mileage rate. Further, the Board shall provide insurance to cover the teacher in the event of an automobile accident. Authorization for the teacher to use his/her car on official school business must be obtained in advance from the teacher's principal or other appropriate administrator (such as the athletic director in the case of a coach transporting student athletes).

H. **Ohio Tuition Trust Authority Guaranteed Tuition Program.**
The Board authorizes the Superintendent and/or Treasurer to execute agreements or other documents with the Ohio Tuition Trust Authority needed to enable teachers to participate by payroll deduction in the Ohio Tuition Trust Authority Guaranteed Tuition Loan Program. Participation in this program shall be voluntary and subject to the policies and procedures established by the Ohio Tuition Trust Authority and the Board.

I. **Tuition Waiver**. If the Board of Education does not enact an open enrollment policy, the Board shall permit nonresident students who are the children of full-time employees to attend school in the K-12 program of the District on a tuition-free basis in accordance with policies now or hereafter adopted by the Board. Teachers will indicate their school building preferences for their child(ren) on the Board open enrollment form. Teachers will be notified no later than July 31 as to where the teacher's child(ren) will be attending. Teachers will have preference over other open enrollment applications from non-district resident applicants as to building choice(s). If the Board of Education enacts an open enrollment policy, teachers shall enroll his/her children through that policy, and the policy shall provide that the teacher's children shall have priority enrollment over other non-Springfield students.

J. **Section 125 Benefit Plan**. Teachers may elect to participate in the district's Section 125 Benefit Plan. Participation will result in the teacher

obtaining certain selected fringe benefits with pre-tax dollars. An amount not to exceed fifty percent (50%) of salary may be set aside by the teacher for this purpose. The fringe benefits currently available under the plan include:

Part A - Insurance Premiums on payroll deductions
Part B - Medical
Part C - Child Care

K. **Attendance Bonus**: Each full-time teacher who works as scheduled without using any paid sick leave or any unpaid leave during each of the academic quarters shall be paid One Hundred Twelve Dollars and Fifty cents ($112.50) per increment no later than the second pay following the end of the increment. If the teacher does not use any paid sick leave or unpaid leave for the entire school year, he/she shall receive an additional One Hundred and Fifty Dollars ($150.00) paid no later than the last pay in June. This incentive shall be prorated for teachers employed less than full-time.

L. **Notice of Retirement Incentive**

If an employee submits his/her written notice to the Board of Education of the employee's retirement through STRS by November 1st of the school year in which the employee is going to retire, the Board of Education shall pay to the employee a stipend in the amount of one thousand dollars ($1,000).

ARTICLE ELEVEN - MISCELLANEOUS MATTERS

A. **Definition.** Except as otherwise indicated, the term "day" or "days" as used in this Agreement shall mean calendar days.

B. **Supremacy.** This Agreement shall supersede, to the extent permitted by Ohio Revised Code Section 4117.10(a), all provisions of the Ohio Revised Code which are contrary to the express provisions of this Agreement.

If any provision of this agreement is determined by a Court of competent jurisdiction to be illegal or in conflict with state or federal law, except as permitted by Ohio Revised Code Section 4117.10(a), then such provision shall be deemed null and void but all other provisions of the Agreement shall remain in full force and effect.

C. **Entire Agreement.** This Agreement (and accompanying Memoranda of Understanding) supersedes and cancels all prior agreements between the parties whether verbal, written or based upon alleged past practices, and all Board Policy and Administrative regulations, it being the intent of the

parties that this Agreement (and accompanying Memoranda of Understanding) shall constitute the entire agreement between them.

No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained in this Agreement shall be binding upon the parties hereto unless executed in writing by the parties.

D. **Waiver of Bargaining.** The parties acknowledge that during negotiations which resulted in this Agreement, they each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that their understandings and agreements are set forth in the Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily waive the right to bargain collectively with respect to any matter or subject contained in the Agreement or addressed in the parties' negotiations giving rise to the Agreement, including but not limited to any subject or matter arising from the exercise of any management right or its affects upon any term or condition of employment. However, the parties shall have the right and obligation to bargain on those mandatory subjects of bargaining which arise during the term of the Agreement which are neither contained in the Agreement nor were addressed during the bargaining process.

E. **No Strike Clause**. There shall be no strike, sympathy strike, work stoppage, walk out, or other interruption of work for any cause whatsoever during the term of this Agreement, except that this clause shall not apply after the parties have exhausted their negotiations impasse procedure if bargaining is conducted during the term of this Agreement pursuant to an express provision of this Agreement to "reopen" negotiations.

F. **Educational Reform:** . It is in the mutual interest of the Association and the Board to insure that individual buildings enjoy flexibility in their organizational structure, minimally constrained by contract language. It is of equal interest to maintain procedures that will insure individual teacher's rights are safeguarded.

G. **Faculty Advisory Council Contract Modification**

If an individual building Faculty Advisory Council has identified an educational improvement that requires contract modifications for implementation, it will first submit an overview of the plan to the Superintendent for concept approval. After receipt of the Superintendent's approval, the plan will then be submitted to the Association Executive Council for their concept approval. Upon Association approval, Councils may then submit applications for contract provision exemption to the district Labor Management Committee. Applications may request

exceptions for individual buildings or may be joint requests from two or more buildings.

Applications will follow the format and timelines as prescribed by the Labor Management Council and will contain, as a minimum;

A) Educational Plan

1. A summary of the proposed Educational Plan.
2. Each plan must contain a review of the plan concept that includes;
   a) evidence of building wide involvement in development
   b) evidence that the proposal is research based
   c) evidence that appropriate district and outside resources were consulted
   d) evidence of identifiable goals and evaluation procedures with timelines and target dates.

B) Contract Exemption Request

1. Specific identification of language proposed for exemption or modification.
2. How identified language restricts implementation of the proposed Educational Plan.
3. Proposed exemption or revision language.

C) Provision for Faculty Approval

1. 2/3rds of the building(s) faculty must approve a plan for implementation to proceed.
2. Faculty wishing not to participate may request reassignment or transfer.
3. Administration will seek to honor requests for transfer, considering both individual and district needs.
4. Faculty not transferred or accommodated will be expected to make a good faith effort to implement the Plan.

D) District Labor Management Council Action

1. All requests for exemption will be reviewed by the Council or designated sub-committees.
2. The Council may not obligate district resources without approval of the Superintendent and/or Board.
3. Buildings will submit yearly evaluations of the exemption for Council review.
4. All deliberations and action will be in accordance with timelines adopted by the Labor Management Council.

E) Approval/Rejection

1. If the LMC rejects the exemption it may do so in totality or in part.
2. If the LMC rejects the plan (whole or part), it may, but is not required, send the plan back with suggestions for modifications.
3. If a plan is rejected the submitting party may modify the plan and re-submit.

F) Final Approval

1. After LMC approval the LMC will submit their recommendation for contract provision exemption to the Association Executive Council and the Superintendent.
2. The Superintendent and the Association Executive Council (or each party's designee) will meet to prepare a memo of understanding allowing the contract exception requested and defining appropriate timelines.

Ratification completed by the Springfield Education Association,

H. **ZIPPER CLAUSE**

The Board and the Association agree that this instrument represents the entire complete Agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the Board and the Association.

Board resolutions, policies, practices, procedures, rules or regulations, benefits or terms and conditions of employment which are contrary to or inconsistent with the terms of this Agreement are superseded by this Agreement. All Board resolutions, policies, practices, procedures, rules or regulations, benefits or terms and conditions of employment, which are not contrary to or inconsistent with the terms of this Agreement, but which are not expressly incorporated into this Agreement, shall continue in effect until changed or discontinued by the Board within its sole and exclusive discretion.

Ratification completed by the Springfield Education Association

President

Negotiations Committee
Chairperson

Adoption completed by the Springfield City Schools Board of Education,

Ed Leventhal, Board President

Dr. Robert Hill, Superintendent

Dale Miller, Treasurer

APPENDIX A

Teacher Salary Schedule

Springfield City Schools SEA Salary Schedule 2017/2018

183 DAYS **BASE** **$36,322.00**

	NON-DEGREE II	A.B. / B.S. III	10 SEM HRS GRAD* IV	20 SEM HRS GRAD** V	M.A. VI	MA + 20 SEM HRS GRAD. VII	MA + 40 SEM. HRS GRAD. VIII	PH.D. ED.D. IX
0	**$32,236**	**$36,322**	**$38,164**	**$39,275**	**$40,383**	**$42,057**	**$43,721**	**$45,199**
	0.88750	1.00000	1.0507	1.08130	1.11180	1.15790	1.20370	1.24440
1	**$33,681**	**$38,647**	**$39,878**	**$41,127**	**$42,395**	**$44,077**	**$45,733**	**$47,215**
	0.92730	1.06400	1.0979	1.13230	1.16720	1.21350	1.25910	1.29990
2	**$35,134**	**$40,248**	**$41,578**	**$42,980**	**$44,415**	**$46,104**	**$47,745**	**$49,227**
	0.96730	1.10810	1.1447	1.18330	1.22280	1.26930	1.31450	1.35530
3	**$36,584**	**$41,839**	**$43,292**	**$44,832**	**$46,423**	**$48,127**	**$49,758**	**$51,239**
	1.00720	1.15190	1.1919	1.23430	1.27810	1.32500	1.36990	1.41070
4	**$38,033**	**$43,434**	**$45,003**	**$46,685**	**$48,432**	**$50,153**	**$51,766**	**$53,248**
	1.04710	1.19580	1.2390	1.28530	1.33340	1.38080	1.42520	1.46600
5	**$39,482**	**$45,036**	**$46,710**	**$48,537**	**$50,440**	**$52,173**	**$53,775**	**$55,260**
	1.08700	1.23990	1.2860	1.33630	1.38870	1.43640	1.48050	1.52140
6	**$40,928**	**$46,630**	**$48,424**	**$50,390**	**$52,456**	**$54,203**	**$55,787**	**$57,273**
	1.12680	1.28380	1.3332	1.38730	1.44420	1.49230	1.53590	1.57680
7	**$42,373**	**$48,225**	**$50,135**	**$52,242**	**$54,468**	**$56,223**	**$57,803**	**$59,285**
	1.16660	1.32770	1.3803	1.43830	1.49960	1.54790	1.59140	1.63220
8	**$43,822**	**$49,823**	**$51,842**	**$54,098**	**$56,477**	**$58,250**	**$59,811**	**$61,293**
	1.20650	1.37170	1.4273	1.48940	1.55490	1.60370	1.64670	1.68750
9	**$45,268**	**$51,417**	**$53,560**	**$55,954**	**$58,489**	**$60,276**	**$61,827**	**$63,309**
	1.24630	1.41560	1.4746	1.54050	1.61030	1.65950	1.70220	1.74300
10	**$46,717**	**$53,012**	**$55,260**	**$57,803**	**$60,502**	**$62,299**	**$63,836**	**$65,314**
	1.28620	1.45950	1.5214	1.59140	1.66570	1.71520	1.75750	1.79820
11	**$48,163**	**$54,606**	**$56,975**	**$59,655**	**$62,507**	**$64,326**	**$65,848**	**$67,330**
	1.32600	1.50340	1.5686	1.64240	1.72090	1.77100	1.81290	1.85370
12	**$48,163**	**$56,208**	**$58,682**	**$61,508**	**$64,519**	**$66,349**	**$67,857**	**$69,335**
	1.32600	1.54750	1.6156	1.69340	1.77630	1.82670	1.86820	1.90890
13		**$57,803**	**$60,396**	**$63,356**	**$66,535**	**$68,373**	**$69,873**	**$71,355**
		1.59140	1.6628	1.74430	1.83180	1.88240	1.92370	1.96450
14				**$65,213**	**$68,547**	**$70,396**	**$71,881**	**$73,367**
				1.79540	1.88720	1.93810	1.97900	2.01990
19					**$70,555**	**$72,422**	**$73,890**	**$75,375**
					1.94250	1.99390	2.03430	2.07520
24			**$62,107**	**$67,065**	**$72,575**	**$74,449**	**$75,906**	**$77,388**
			1.7099	1.84640	1.99810	2.04970	2.08980	2.13060

Springfield City Schools SEA Salary Schedule 2018/2019

183
DAYS BASE $37,048.00

	NON-DEGREE II	A.B. / B.S. III	10 SEM HRS GRAD* IV	20 SEM HRS GRAD** V	M.A. VI	MA + 20 SEM HRS GRAD. VII	MA + 40 SEM. HRS GRAD. VIII	PH.D. ED.D. IX
0	$32,880	$37,048	$38,926	$40,060	$41,190	$42,898	$44,595	$46,103
	0.88750	1.00000	1.0507	1.08130	1.11180	1.15790	1.20370	1.24440
1	$34,355	$39,419	$40,675	$41,949	$43,242	$44,958	$46,647	$48,159
	0.92730	1.06400	1.0979	1.13230	1.16720	1.21350	1.25910	1.29990
2	$35,837	$41,053	$42,409	$43,839	$45,302	$47,025	$48,700	$50,211
	0.96730	1.10810	1.1447	1.18330	1.22280	1.26930	1.31450	1.35530
3	$37,315	$42,676	$44,158	$45,728	$47,351	$49,089	$50,752	$52,264
	1.00720	1.15190	1.1919	1.23430	1.27810	1.32500	1.36990	1.41070
4	$38,793	$44,302	$45,902	$47,618	$49,400	$51,156	$52,801	$54,312
	1.04710	1.19580	1.2390	1.28530	1.33340	1.38080	1.42520	1.46600
5	$40,271	$45,936	$47,644	$49,507	$51,449	$53,216	$54,850	$56,365
	1.08700	1.23990	1.2860	1.33630	1.38870	1.43640	1.48050	1.52140
6	$41,746	$47,562	$49,392	$51,397	$53,505	$55,287	$56,902	$58,417
	1.12680	1.28380	1.3332	1.38730	1.44420	1.49230	1.53590	1.57680
7	$43,220	$49,189	$51,137	$53,286	$55,557	$57,347	$58,958	$60,470
	1.16660	1.32770	1.3803	1.43830	1.49960	1.54790	1.59140	1.63220
8	$44,698	$50,819	$52,879	$55,179	$57,606	$59,414	$61,007	$62,519
	1.20650	1.37170	1.4273	1.48940	1.55490	1.60370	1.64670	1.68750
9	$46,173	$52,445	$54,631	$57,072	$59,658	$61,481	$63,063	$64,575
	1.24630	1.41560	1.4746	1.54050	1.61030	1.65950	1.70220	1.74300
10	$47,651	$54,072	$56,365	$58,958	$61,711	$63,545	$65,112	$66,620
	1.28620	1.45950	1.5214	1.59140	1.66570	1.71520	1.75750	1.79820
11	$49,126	$55,698	$58,113	$60,848	$63,756	$65,612	$67,164	$68,676
	1.32600	1.50340	1.5686	1.64240	1.72090	1.77100	1.81290	1.85370
12	$49,126	$57,332	$59,855	$62,737	$65,808	$67,676	$69,213	$70,721
	1.32600	1.54750	1.6156	1.69340	1.77630	1.82670	1.86820	1.90890
13		$58,958	$61,603	$64,623	$67,865	$69,739	$71,269	$72,781
		1.59140	1.6628	1.74430	1.83180	1.88240	1.92370	1.96450
14				$66,516	$69,917	$71,803	$73,318	$74,833
				1.79540	1.88720	1.93810	1.97900	2.01990
19					$71,966	$73,870	$75,367	$76,882
					1.94250	1.99390	2.03430	2.07520
24			$63,348	$68,405	$74,026	$75,937	$77,423	$78,934
			1.7099	1.84640	1.99810	2.04970	2.08980	2.13060

Springfield City Schools SEA Salary Schedule 2019/2020

183
DAYS BASE $37,789.00

	NON-DEGREE II	A.B. / B.S. III	10 SEM HRS GRAD* IV	20 SEM HRS GRAD** V	M.A. VI	MA + 20 SEM HRS GRAD. VII	MA + 40 SEM. HRS GRAD. VIII	PH.D. ED.D. IX
0	$33,538 0.88750	$37,789 1.00000	$39,705 1.0507	$40,861 1.08130	$42,014 1.11180	$43,756 1.15790	$45,487 1.20370	$47,025 1.24440
1	$35,042 0.92730	$40,207 1.06400	$41,489 1.0979	$42,788 1.13230	$44,107 1.16720	$45,857 1.21350	$47,580 1.25910	$49,122 1.29990
2	$36,553 0.96730	$41,874 1.10810	$43,257 1.1447	$44,716 1.18330	$46,208 1.22280	$47,966 1.26930	$49,674 1.31450	$51,215 1.35530
3	$38,061 1.00720	$43,529 1.15190	$45,041 1.1919	$46,643 1.23430	$48,298 1.27810	$50,070 1.32500	$51,767 1.36990	$53,309 1.41070
4	$39,569 1.04710	$45,188 1.19580	$46,821 1.2390	$48,570 1.28530	$50,388 1.33340	$52,179 1.38080	$53,857 1.42520	$55,399 1.46600
5	$41,077 1.08700	$46,855 1.23990	$48,597 1.2860	$50,497 1.33630	$52,478 1.38870	$54,280 1.43640	$55,947 1.48050	$57,492 1.52140
6	$42,581 1.12680	$48,514 1.28380	$50,380 1.3332	$52,425 1.38730	$54,575 1.44420	$56,393 1.49230	$58,040 1.53590	$59,586 1.57680
7	$44,085 1.16660	$50,172 1.32770	$52,160 1.3803	$54,352 1.43830	$56,668 1.49960	$58,494 1.54790	$60,137 1.59140	$61,679 1.63220
8	$45,592 1.20650	$51,835 1.37170	$53,936 1.4273	$56,283 1.48940	$58,758 1.55490	$60,602 1.60370	$62,227 1.64670	$63,769 1.68750
9	$47,096 1.24630	$53,494 1.41560	$55,724 1.4746	$58,214 1.54050	$60,852 1.61030	$62,711 1.65950	$64,324 1.70220	$65,866 1.74300
10	$48,604 1.28620	$55,153 1.45950	$57,492 1.5214	$60,137 1.59140	$62,945 1.66570	$64,816 1.71520	$66,414 1.75750	$67,952 1.79820
11	$50,108 1.32600	$56,812 1.50340	$59,276 1.5686	$62,065 1.64240	$65,031 1.72090	$66,924 1.77100	$68,508 1.81290	$70,049 1.85370
12	$50,108 1.32600	$58,478 1.54750	$61,052 1.6156	$63,992 1.69340	$67,125 1.77630	$69,029 1.82670	$70,597 1.86820	$72,135 1.90890
13		$60,137 1.59140	$62,836 1.6628	$65,915 1.74430	$69,222 1.83180	$71,134 1.88240	$72,695 1.92370	$74,236 1.96450
14				$67,846 1.79540	$71,315 1.88720	$73,239 1.93810	$74,784 1.97900	$76,330 2.01990
19					$73,405 1.94250	$75,347 1.99390	$76,874 2.03430	$78,420 2.07520
24			$64,615 1.7099	$69,774 1.84640	$75,506 1.99810	$77,456 2.04970	$78,971 2.08980	$80,513 2.13060

MEMORANDUM OF UNDERSTANDING BETWEEN THE SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE SPRINGFIELD EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into by and between the Springfield Education Association (hereafter referred to as "SEA") and the Springfield City School District Board of Education (hereafter referred to as "Board of Education") and shall become effective upon execution by all parties.

WHEREAS, the Board of Education and the Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2017;

WHEREAS, the Agreement contains an evaluation procedure that the parties wish to supplement with this MOU.

NOW, THEREFORE, the parties agree to the following provisions:

1. To evaluate OTES teacher, person must meet all of the following requirements:
   i. Hold license/certificate from State of Ohio.
   ii. Completed credentialing process and State level training.
   iii. Will be a building level administrator, unless the building level administrator is not available due to unpaid or paid leave, in which case, the teacher may be evaluated by any district administrator who has an ODE issued administrative license and has been OTES credentialed.

2. Non-OTES teachers shall be evaluated by his/her supervisor. Should the departments be re-organized the matter will be brought to LMC to discuss possible changes in evaluators.

3. For the 2017-2018 school year, there will be a mandatory District-wide in-service for OTES and OSCES evaluation training. For each succeeding school year, there shall be a mandatory in-service for OTES/OSCES evaluation for all new hires.

4. An Evaluation Committee shall be created which shall be responsible for reviewing and approving SLOs, updating policy with changes to the Ohio Revised Code, and reviewing non-procedural and non-contractual concerns regarding the evaluation process. The Committee shall consist of two directors, two principals, the HR Director, one teacher from the high school, a middle school, an elementary school, one representative from the pre-school, and one special education teacher

5. SGMs for non-value added teachers for the 2017-2018 will be the district wide value added score. The Evaluation Committee will make recommendations to LMC regarding SGMs to be used beginning with the 2018-2019 school year, which shall be based on something other than district wide value added scores.

6. Walkthroughs shall not extend beyond fifteen (15) minutes. Walkthroughs should be considered as part of the summative rating.

7. For both OTES and OSCES evaluations, the first formal observation shall be completed no later than January 31st and the second formal observation shall be completed no later than April 20th. The first observation is to be announced at least five (5) work days prior to the week the observation is to take place. The evaluator shall notify the teacher that he/she will be doing observations during that week. A Pre- conference will be held prior to the announced observation. This may be waived by mutual agreement. The post conference shall be held within seven (7) workdays of the observation and a copy of the rubric is to be provided. This may be waived by mutual agreement. The rubric shall be provided within 7 days if the conference is waived. The deadlines are extended due to absences of either the evaluator or teacher by the number of days of the absence or by mutual agreement.

8. In year three (3) of the Resident Educator Program, no observations will be conducted of the teacher participating in the program three (3) workdays before or three (3) workdays after a RESA submission dates.

9. The final evaluation for OTES and OSCES evaluations shall be completed no later than May 1st and shall be presented to the teacher no later than May 10th

10. Artifacts shall be considered when developing observations and the final summative evaluation.

11. If an OTES teacher is rated ineffective on the teacher performance portion of the final summative evaluation, the teacher must be placed on an improvement plan for the following year if he/she is re-employed. If the teacher has been in the district for more than four (4) years and rated developing on teacher performance portion of the final summative evaluation, he/she must be placed on an improvement plan. If the teacher is noted as being developing or ineffective on the Observation rubric, he/she may be placed on a collaborative growth plan. The collaborative growth plan/improvement plan shall only address deficiencies noted.

CGP/improvement plan shall have SMART goals, when applicable, and expectations. Once deficiencies are corrected, the teacher will no longer be subject to the CGP/IP unless deficiencies are noted again. If not corrected, the CGP/IP shall continue until such time as the deficiencies are corrected.

12. Student growth measures shall not be used by the Board of Education to make any retention, nonrenewal, termination or promotion decisions during the term of this MOU.

13. Student metrics for OCSES evaluations shall be developed collaboratively.

14. This MOU shall expire on June 30, 2020.

SEA,
OEA/NEA

By: _____ Date: 6/8/17
President

Springfield City School District
Board of Education

By: _____ Date: 6/8/17
Board President

By: _____ Date: 6-8-17
Board Treasurer