



04/30/2020

0295-03

20-MED-03-0245

39165 Final Agreement

AGREEMENT

BETWEEN THE

**The Board of Education
of
Springfield City School District**

and

**S.E.U.S.S.
(Springfield Education United Support Staff)**

May 1, 2020 through August 31, 2021



TABLE OF CONTENTS

Preamble	3
ARTICLE 1 - Recognition.....	4
ARTICLE 2 - Non-Discrimination	5
ARTICLE 3 - Management Rights Clause.....	6
ARTICLE 4 - No Strike/No Lockout	7
ARTICLE 5 - Labor-Management Committee.....	8
ARTICLE 6 - Grievance Procedure	9
ARTICLE 7 - Job Classifications/Job Descriptions	12
A. Job Classifications.....	12
B. Job Description Review	12
ARTICLE 8 - Probationary Employees.....	13
ARTICLE 9 - Hours of Work and Overtime	14
ARTICLE 10 - Seniority	16
ARTICLE 11 - Filling Positions, RIF and Recall.....	17
A. Filling Permanent Positions	17
B. Reduction in Force and Recall	20
C. Restructuring.....	22
D. Miscellaneous:.....	22
ARTICLE 12 - Transportation Department.....	23
A. Regular Daily Routes	23
B. Trip Procedures	23
C. Non-Driving Duties.....	25
ARTICLE 13 - Progressive Discipline, Termination and Video Surveillance.....	26
A. Progressive Discipline and Termination	26
B. Video/Surveillance Equipment	26
ARTICLE 14 - Personnel Files.....	27
ARTICLE 15 - Leaves and Related Matters.....	28
A. Sick Leave	28
C. Sick Leave Bank	29
D. Illness or Disability Leave	31
E. Absence Due to Death in Family.....	31
F. Personal Leave.....	31
G. Legal Process Absence.....	32
H. Public Calamity Days.....	33
I. School Delays	33
J. Maternity/Child Care/Paternity	33
K. Assault Leave	34
L. Union Leave.....	35
M. Family/Medical Leave	35
N. Reporting of Absence.....	35
O. Attendance Bonus	35
ARTICLE 16 - Holidays.....	37
ARTICLE 17 - Vacations	38
ARTICLE 18 - Insurance.....	40
Medical Insurance.....	40
Life Insurance	40
Dental Insurance	41
Section 125 Benefit Plan	42
Insurance Committee	42
ARTICLE 19 - Wages, Longevity and Travel Rate	42
Wage Rates	42

Longevity	43
Travel Rate.....	43
Differentials	43
ARTICLE 20 - SERS Pickup	44
ARTICLE 21 - Union Rights Activities - Visitation - Union Representatives - Miscellaneous Matters.....	45
ARTICLE 22 - Dues Check-Off and Service Fees.....	47
1. Dues Check-Off.....	47
2. Service Fees.....	47
ARTICLE 23 - Tuition Reimbursement.....	49
ARTICLE 24 - Drug Testing.....	50
ARTICLE 25 – Workers Compensation.....	52
ARTICLE 26 - Negotiations Procedures.....	53
ARTICLE 27 - Agreement	55
ARTICLE 28 - Miscellaneous	56
ARTICLE 29 – Duration and Termination.....	56
APPENDIX A – Job Classification and Rates of Pay	58
APPENDIX B – Supplemental Stipend.....	62
APPENDIX C – Progressive Steps.....	62
APPENDIX D – Classification Series, Classifications, and Sub classifications.....	64
APPENDIX E – Grievance Forms	66

Preamble

This Agreement is made and entered into by and between the Board of Education of the Springfield City School District, hereinafter referred to as "Board of Education," and, Springfield City ESP – S.E.U.S.S. (Springfield Education United Support Staff) affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as "Union," or "Association" for the purpose of setting forth the wages, hours and other terms and conditions of employment of the employees covered by this Agreement, hereinafter referred to as "employees," and by providing for the peaceful adjustment of grievances which may arise. All masculine or feminine pronoun references in this Agreement are intended to apply equally to males and females.

The Board of Education and the Union agree that the welfare of the children of the Springfield City School System is paramount in the operation of the schools and will be promoted by both parties.

ARTICLE 1 - Recognition

The Board of Education recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time classified employees including, but not limited to, all employees employed in those job classifications listed in Appendix B and/or D of this contract, but excluding the following employees:

All management level employees, confidential employees, professional employees, seasonal, casual employees, certificated employees, security personnel, guards, students and supervisors as defined in 4117 of the Ohio Revised Code including the following employees: Treasurer; Assistant to Treasurer; Payroll Technician; Payroll Supervisor; Controller; Supervisor of Transportation; Supervisor of Food & Nutrition; Asst. to the Supervisor of Food and Nutrition; Supervisor of Maintenance/Plant Operations; Media Technician; Attendance Officers; Security Technicians; Secretary to the Superintendent; Human Resources Secretaries; Secretary to Director of Business Operations; Secretary to Treasurer; Secretary to Academic Directors; Secretary to Supervisor of Pupil Services; Secretary to Coordinator of SACC; Secretary to Director of Technology; Director of Technology; Even Start Coordinator; EMIS Coordinator; Coordinator of Safety and Attendance, and Supervisor of Custodial Services; Network Administrator; Professional Development Facilitator; Athletic Directors.

In order to encourage the Board to utilize bargaining unit employees to perform summer work, the parties wish to clarify that terms and conditions of their collective bargaining agreement shall not apply. Wages, hours and conditions of employment of individuals performing summer work for the District shall remain in the discretion of the administration and shall not be subject to the grievance procedure.

To the extent that this agreement contains specific provisions which are contrary to Civil Service laws, this agreement shall supersede Civil Service.

ARTICLE 2 - Non-Discrimination

There shall be no discrimination or intimidation by the Board of Education or the Union against any employee as a result of, or because of such employee's race, color, creed, sex, national origin, age, handicap, sexual orientation, membership in the Union, or non-membership in the Union.

ARTICLE 3 - Management Rights Clause

Except as otherwise expressly provided in this Agreement, the Board of Education reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operations of the district. These rights include, but are not limited to, such areas of discretion or policy as described below:

- A. The determination of qualifications and standards for employees.
- B. The hiring, promotion, assignment, transfer, direction, evaluation and lay off of employees.
- C. The suspension or discharge for just cause or other disciplinary action against employees or release of employees in the probationary period(s).
- D. The determination of methods, processes, means and personnel by which the Board of Education's operations are to be conducted.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education, 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.

ARTICLE 4 - No Strike/No Lockout

The Union agrees for itself, its agents, representatives and members that during the life of this collective bargaining agreement neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, sympathy strike, slowdown, or other interruption of work for any cause whatsoever or interference of any kind with the Board of Education's operations, deliveries and suppliers.

The Board of Education agrees that during the life of this collective bargaining agreement, there shall be no lockout for the purpose of bringing pressure on employees or the Union to compromise or capitulate to the Board of Education's terms regarding a labor dispute. It is understood that no lockout shall be deemed to exist due to any cessation or reduction of operations (including temporary or permanent layoffs) in whole or in part for economic or business reasons or because of situations beyond the control of the Board of Education which render continued operations impractical.

ARTICLE 5 - Labor-Management Committee

In the interests of sound labor relations, the Board of Education and Union agree that during the life of this Agreement, representatives of each shall meet at least bi-monthly, or as otherwise mutually agreed, for the purpose of discussing matters of mutual concern, including but not limited to matters of employee health, safety, evaluations, and training. In addition, suggestions may be made to Administration at LMC regarding professional development on District waiver days for bargaining unit members. Such meetings shall not be for the purpose of conducting collective bargaining or to process any pending grievances. If no agenda items are submitted the meeting may be cancelled.

The Board of Education shall be represented at labor-management committee meetings by the Director of Business Operations, or his designee and up to five (5) additional administrators. The Union shall be represented by the OEA Labor Relations Consultant, the Union President or designee, and by up to four (4) additional employee representatives, as designated by the Union President. When needed to adequately discuss a particular matter, additional employees may attend a labor-management committee meeting upon the mutual agreement of the Superintendent, or his/her designee, and the Union President, or his/her designee. All participants of the labor management committee will be paid for up to one and one-half hours at each Labor-Management Committee meeting, but no employee will lose pay for hours they would have normally been scheduled to work.

The date, place and location of labor-management committee meetings will be determined by the Director of Business Operations, and the Union President during the month of September in each year of this Agreement. Meetings will be scheduled with a proper regard for the Board of Education's operational needs and will, to the extent possible, be scheduled during non-work time of the employees in attendance. Additionally, there shall be secretary to take notes and the notes from said meeting shall be forwarded to the Union no later than two (2) weeks after the meeting.

LMC training shall be held annually by FMCS. Training shall be held in August of each year. Training shall include individuals from both administration and SEUSS. At least one (1) week prior to any labor-management committee, the parties shall provide each other with a detailed list of agenda items which each of them intends to raise at the meeting. Issues will be limited to those which have not been resolved at a department or building level.

ARTICLE 6 - Grievance Procedure

A "grievance" is a dispute between the Board of Education and an employee represented by the Union, whether or not such employee is a member of the Union, or between the Union and the Board of Education, as hereinafter provided, concerning the interpretation, application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following steps shall be observed:

Informal Step: When an employee becomes aware of the act on which a grievance is to be based, the employee and the Union representative shall discuss the grievance with the employee's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally.

Step 1: In the event that the grievance is not resolved during the Informal step, or in the event the Informal step is not applicable, within twenty (20) days after the occurrence or twenty (20) days after the aggrieved or the union knew or reasonably should have known of the incident which is the subject of the grievance, the aggrieved and the Union may file a written grievance by completing Step 1 of the Grievance Report Form (Appendix F). The grievance shall be signed by both the employee and a union officer and/or grievance chair. The grievance must be dated and must state the alleged facts on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated and the relief or remedy requested. The grievance will be filed with the grievant's immediate supervisor. Within seven (7) days after the grievance is filed, the supervisor will conduct a meeting with the aggrieved to discuss the grievance and attempt to resolve it. Within ten (10) days following this meeting, the supervisor will state the decision in writing on the grievance form and provide a copy to the aggrieved. The failure of the aggrieved to appeal any decision to the next step within seven (7) days shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

Step 2: In the event that the Union and the aggrieved are not satisfied with the disposition of the grievance at Step 1, the Union may, within seven (7) days of receipt of such decision, request the supervisor to forward the grievance to the Superintendent or designee. The Superintendent or designee, the department head involved, the employee, and the union's President or his designee, shall meet within ten (10) days after the grievance has been filed with the Superintendent or his/her designee. The Superintendent or designee shall answer the grievance within ten (10) days after the meeting has been held by giving a copy of the answer to the employee and mailing a copy to the Union's President or his designee.

Step 3: If the Union and the aggrieved are not satisfied with the disposition on Step 2, the Union may request that the issue be presented at a mediation conference, which shall be presided over by a mediator. Such request must be made in writing within seven (7) days after the grievant receives the Step 2 disposition. The Federal Mediation and Conciliation Service shall be requested to appoint one of its mediators to conduct mediation conferences as requested by either of the parties.

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 of Education 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 Union 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 Union and the Board of Education.

Step 4: If the Board of Education's answer is not accepted under the procedures set forth in Step 3, the Union may submit the grievance to binding arbitration by serving written notice upon the Superintendent or designee of its intention to arbitrate the grievance within ten (10) days after the Step 3 mediation conference is concluded.

If notice of intent to arbitrate is given in accordance with Step 4 of this Article, the grievance shall be submitted to an impartial arbitrator, unless prior to the hearing, the Union withdraws its notice of intention to arbitrate or the case is settled by mutual agreement of the parties. The Union shall request, in writing, the Federal Mediation and Conciliation Service to submit a list of nine (9) proposed arbitrators. Within ten (10) days after the list of arbitrators is received from the Federal Mediation and Conciliation Service, the parties shall meet for the purpose of attempting to settle the grievance and/or selecting the arbitrator to hear the dispute. If the Board of Education and the Union are unable to agree upon a selection from the list provided, an arbitrator shall be selected by alternately striking names from that list until one name remains. The individual, whose name remains, after the striking process is completed, shall serve as the impartial arbitrator in the case.

The arbitrator at all times shall be governed wholly by the express terms of this Agreement and shall have no power or authority to modify or change this Agreement in any respect or to add to or take away from its terms. The decision of the arbitrator shall be in writing and shall be binding on all parties.

The fees and expenses of the arbitrator shall be borne equally by the Board of Education and the Union. Any additional expenses of arbitration shall be paid by the party incurring such expenses.

Any grievance concerning the interpretation, application of or compliance with any provision of this Agreement granting the Union some specific right or benefit as distinguished from those presented by employees or any grievance which applies to all employees equally shall be presented directly by the Union to the Board of Education by sending a written statement of the grievance to the Superintendent or designee. The Union may initially present such grievance at Step 2 of the Grievance Procedure within twenty (20) working days after an officer or other representative of the Union has knowledge of the alleged act or omission giving rise to the grievance.

MISCELLANEOUS

1. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.
2. "Aggrieved" shall mean the Union or employee(s) initiating a grievance.
3. The time limitations provided in this Article may be extended by written mutual agreement of the Board of Education and the union.
4. In this article, the term "days" shall mean work days during the school year and week days during the summer months. Working days as used in this Article shall not include Saturdays or Sundays, days school is not in session and shall not include holidays enumerated in this Agreement.

5. Any grievances not presented in a timely manner for disposition at any step of the Grievance Procedure shall be considered as wholly abandoned. Any grievance not answered in a timely manner by the Board of Education at any step of the Grievance Procedure shall proceed automatically to the next step.
6. Notwithstanding any Civil Service law or language in the Agreement to the contrary, any dispute arising from the discipline, demotion, suspension or removal (i.e., termination for just cause) of an employee shall be processed under this grievance procedure. The parties expressly intend that the provisions of this grievance procedure shall supersede and replace any and all Civil Service rights and procedures with respect to matters of discipline, demotion, suspension or removal (i.e., termination for just cause).
7. All grievance correspondence shall be copied to the OEA representative, union president and grievance chair.

ARTICLE 7 - Job Classifications/Job Descriptions

A. Job Classifications

The Board of Education shall retain the sole discretion in determining job classifications and duties of the work force. In the event a new job classification is established or the content of an existing job classification is substantially changed, the Board of Education shall advise the Union and shall indicate to the Union the wage rate proposed for the new or changed job classification. Such notice will be given to the Union President and the Union Vice-President. Unless the Union requests to negotiate a different rate within ten (10) days after receipt of such notice, the proposed rate shall be maintained for the duration of this Agreement. If the Union requests to negotiate a different rate, the parties will meet at the earliest mutually convenient time for such purposes. The Board of Education may fill a new job classification at the proposed rate until such time as the Board of Education and the Union mutually agree on some other rate. If a new rate is negotiated which is higher than the rate initially proposed by the Board of Education, the new rate will be paid retroactively from the date the new or modified classification was filled.

B. Job Description Review

Job descriptions should be jointly reviewed/revised on a continual basis as recommended by the Labor Management Committee.

ARTICLE 8 - Probationary Employees

New employees shall be considered as probationary employees for the first ninety (90) work days of their employment. During this time they shall have no seniority rights and may be transferred, demoted, laid off, disciplined or released at the Superintendent's discretion. During this initial probationary period, the employee shall be provided an assessment of his/her performance. Following the completion of this initial probationary period, if issues were noted, in writing, with the employee's performance in the assessment, the employee may be subject to an additional probationary period of forty-five (45) work days during which time the employee may be demoted, laid off, disciplined or released at the Board of Education's discretion so long as the employee is provided written reasons for said action. Action taken by the Board of Education in accordance with this section shall not be made the subject of any grievance. Upon the successful completion of the probationary period(s), the employee shall be given seniority back to the date of his/her initial employment. As used herein, the employee's date of employment shall be the effective date when the employee actually commences work as specified in the District's payroll records.

For the purposes of this section, "work days" are defined as days that the employee actually performs work, and does not include, for example, days off on workers compensation, sick leave, etc.

Regardless of the completion of the probationary period(s), employees shall be deemed a regular employee after completing ninety (90) calendar days for purposes of benefits only.

The Board of Education will provide the Union Treasurer with a list of new employees, their mailing addresses, job classifications and dates of hire within ten (10) days after the board meeting at which such employees are hired.

ARTICLE 9 - Hours of Work and Overtime

The normal workweek for regular full-time employees shall be no less than thirty-two (32) nor more than forty (40) hours in a workweek consisting of five (5) consecutive days. The normal workweek for regular part-time employees shall be less than thirty-two (32) hours in a workweek consisting of five (5) consecutive days. The normal workday for both regular full-time and regular part-time employees, excluding transportation department employees, shall be no more than eight (8) consecutive hours per day, exclusive of any duty-free meal periods. Nothing contained herein shall be considered to be a guarantee of employment or pay for any particular number of hours per day or per week and shall not be considered to limit the number of hours which any employee may be scheduled to work.

The Board of Education shall determine the work schedules, including the starting, break and quitting times, in accordance with the needs of the District. Custodial and Food Service Supervisors shall make reasonable efforts to assign overtime opportunities (not hours) equitably among employees able and readily available to perform such work. All overtime opportunities (not hours) shall be first offered equitably to employees within the building from the classification seniority list on a rotating basis. Overtime list for district wide Custodial overtime opportunities shall be maintained and made available for review by the Custodial Supervisor. If no employee in the building is able to accept the opportunity, then the opportunity will go to the district seniority classification list on a rotating basis.

The Board of Education shall pay at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) in a workweek and double time on Sundays and holidays. All hours for which pay is received shall be counted as hours worked for the purpose of computing overtime. Except as provided in this section, the employee may request compensatory time in lieu of overtime payment at the applicable overtime rate for each hour worked. Compensatory time will be approved only if the employee's supervisor determines that it can be scheduled without adversely affecting or increasing the cost of operations and without adversely affecting the Board's ability to complete the available work. Compensatory time not used by the end of the fiscal year shall be paid at the employee's rate of pay on the pay period that includes the last pay for the fiscal year. Employees not regularly scheduled to work on Saturday or Sunday who are called in to work on either or both of those days, shall be guaranteed a minimum of two (2) hours' work and shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay on Saturday, double time on Sunday and holidays, provided they have completed forty (40) hours during the workweek in which the weekend work occurs.

Such employees who are assigned work on Saturday and/or Sunday and who voluntarily choose to work less than two (2) hours shall be compensated only for the actual hours worked.

A minimum of two (2) hours of work shall be guaranteed the employee when he or she returns to the building to open the facilities for outside activities. However, the employee shall actually perform two (2) hours' work and shall remain in the building for all hours paid. Anytime there is a contract for outside activities a custodian employee will be on duty all hours the building is open. Each school building shall maintain two separate overtime lists for their building for time and one-half and double time for custodian employees.

Employees required by the Board of Education to make building checks, which includes Sonitrol calls, for any reason shall be paid for a minimum of two (2) hours call-in time or actual time worked, whichever is greater, at the rate of one and one-half (1-1/2) times their regular base rate of pay on Saturday and double time on Sunday and holidays, provided said employee has accrued forty (40) or more work hours during the workweek the building check is made.

Employees who work on a designated holiday shall be paid double the regular rate of pay for all hours worked. Additionally, they shall be paid holiday pay as provided in Article 16.

There shall be no pyramiding or duplication of overtime pay. Where two overtime or premium rates are applicable, only one, the higher, shall be paid.

Employees shall accurately report all hours worked. Employees working in buildings where time clocks are provided, shall clock in and out each workday.

Employees who are unable to work as scheduled will notify their supervisors of the fact as early as possible and in no event any later than one (1) hour before the time they are to commence work unless other arrangements are made with their supervisors.

ARTICLE 10 - Seniority

"District Seniority" as used in this Agreement shall mean the length of continuous service in the District, including periods of layoff of less than two (2) years or length of service, whichever is greater.

"Classification Seniority" shall mean the length of employment in a particular job classification from the employee's most recent date of entry into the employee's job classification. Job classifications shall correspond with the job classifications contained in this agreement.

Within sixty (60) calendar days after this Agreement is executed, or when the Union reasonably requests it, the Board of Education shall provide the Union with a seniority list showing the names of all employees together with their respective dates of district and classification seniority. This list shall be deemed conclusive for purposes of district seniority unless the Union and/or any employee files a grievance claiming that the list contains errors or omissions within sixty (60) days after it is provided to the Union.

The Board of Education shall also provide the Union with an updated seniority list in August of each year of this Agreement, or when the Union reasonably requests it.

A tie in district seniority shall occur when two or more employees have the same date of hire. Such ties will be broken based upon the last four digits of the employee's social security number with the higher number having the greater seniority.

District-wide seniority determinations which were made on the basis of the lottery system shall be final and will not be recalculated based upon social security numbers.

ARTICLE 11 - Filling Positions, RIF and Recall

A. Filling Permanent Positions

1. Definitions:

- a. "Vacancy" shall be defined as a permanent opening resulting from a resignation, retirement, death, termination of an employee, transfer, promotion, or a newly created position.
- b. "Temporary vacancy" shall be defined as a temporary job occasioned by the leave of absence of an employee.
- c. "Transfer" shall mean an employee initiated move to a permanent vacancy within their job classification.
- d. "Promotion" shall mean a move to a vacancy in a job classification which has a higher hourly rate than the position currently held by an employee.
- e. "Classification Series" shall be defined as those jobs which are related in skills as described in Addendum C.

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 in accordance with this Agreement.

3. Posting Notice: When the Board of Education decides to fill a vacancy, notice of the vacancy, along with the job description, location where work is to be performed, hours/days of work, date of initial posting and last date to apply shall be posted for seven (7) calendar days. If there is any testing required for said posting, it shall be noted on the posting.

- a. During the school year, vacancies will be posted in each building and on the District's webpage. Days posted shall not include calamity days or scheduled "no student days" per the district's calendar.
- b. During the summer months, such written notice will be posted for seven (7) calendar days at Central Office, on the District's webpage and mailed to the Association President or designee for any vacancy.
- c. Notice of vacancies shall be mailed to employees on leave of absence, including Worker's Compensation to their last known address. It is the responsibility of the employee to keep the Board of Education informed of any address changes.
- d. A vacancy which is filled temporarily during the posting period, shall first be filled by a RIF'd employee who is the next to be recalled for that classification. This recalled employee shall be paid the permanent rate of pay and benefits for such position. (The regular rate of pay does not apply to other substitute employees). If there is not a RIF'd employee in the classification to be recalled, then a substitute shall be used.

e. Nothing herein shall prohibit the simultaneous posting of vacant positions externally.

4. Filling Vacancies: The Board of Education shall fill permanent positions in the following manner:

- a. By Transfers of Employee in the same job classification: Employees holding the same classification may apply for a transfer to the open position within seven (7) calendar days of the first posting of the notice. Employees who have been the subject of suspension within one (1) year of the posting, are on an improvement plan, and/or who have an overall needs improvement (current evaluation form) and/or unsatisfactory summative evaluation in his/her most recent evaluation shall be ineligible to apply for the position. Employees who have been issued a written reprimand within one (1) year of the posting may be deemed ineligible by the Administration. The position shall be awarded to the eligible employee with the most job classification seniority applying for the position.
- b. By recall: of an employee reduced from their job classification to another job classification or to the layoff list, based upon district seniority.
- c. By Promotion of Employees within the District:
 1. If the vacancy is not filled through the provisions of paragraph a or b, all employees within the District who have applied will be considered for the position. In considering the employee(s), the Board shall consider, but not be limited to, the employee's experience and job performance with the District, the results of any tests, if one is given, and the qualifications set forth in the job description. The position shall be awarded to the most qualified candidate. If two (2) or more employees are equally qualified, the employee with experience in the classification series shall be awarded the position. If the most qualified candidates both work in the classification series, the most senior employee shall be awarded the position. If the most qualified candidates do not work within the classification series, the employee with the most district seniority shall be selected to fill the position. If no person employed by the District is qualified for the position, the position may be awarded to an outside candidate.
 - a) The following conditions will be followed for promotions of food service employees:
 - 1) Assistant cooks/cashiers must have satisfactorily completed six (6) months of service in that position before being eligible for a Head Cook position.
 - 2) Head Cooks must have satisfactorily completed six (6) months of service in that position before eligible for the Cafeteria Manager position.
 - b) The following conditions will be followed for promotions of Custodial employees: Assistant Custodian must be in the employ of the Board of Education full-time for a period of six (6) months, and have a minimum of seven hundred and fifty (750) compensated hours in that period, before being eligible for a Head Custodian position.
 - d. The provisions of this section are intended to supersede any civil service requirements regarding hiring, transfer, testing, and filling of vacancies set forth in the Ohio Revised Code and/or the Springfield Civil Service Rules and Regulations.
5. Salary Placement for Promotions and Open Application: Employees in food service, plant operations, secretary/clerk-typist, library services or computer/pc services who are awarded a vacancy in a different classification in the same classification series which has a higher rate of pay shall maintain all service credit earned through employment in that classification series. All other employees who accept a position either in the same classification series, or another classification, shall be placed at a progression step which has a wage rate closest to but higher than their current wage rate.

6. Written Notification:

- a. Employees selected by the Superintendent to fill a permanent vacancy shall be acted upon by the Board of Education within two scheduled board meetings, excluding special meetings. The employee appointed by the Board for the vacant position shall be immediately notified in writing by Human Resources upon their approval by the Board.
 - b. If a permanent employee in the District applies for a promotion and is rejected, the employee will be notified in writing of reasons for the rejection within ten (10) days of the decision. Failure to meet this deadline does not entitle the employee to the promotion.
7. No permanent vacancy may be filled on a temporary basis for more than fifty (50) work days unless the failure to fill the vacancy is the result of the lack of qualified candidates for the position. The union shall immediately be notified in writing that there were no qualified candidates.
8. Temporary vacancies shall be filled after a ninety (90) day leave of absence unless the absent employee has provided medical certification that his/her expected return to work date is within thirty (30) more days. Thereafter, the position shall be posted and filled immediately. If the employee on leave returns to his/her former position of employment after leave, the displaced employee shall be placed by using the bumping procedures in this article.

9. Trial Period and Disqualification:

An employee transferred or promoted to fill a permanent opening shall fill it on a trial basis for forty-five (45) work days; and if the employee's performance is satisfactory, the employee shall be continued in the position. If the employee's performance is not satisfactory during the trial period, the employee may request written reasons; and he shall be returned to his former position if it is still vacant. If it is not vacant, the employee shall be assigned to a comparable position, i.e., same, or as closest to the same, hours as the previous position from which they originally transferred. During the first thirty (30) work days of a trial period, an employee may make a written request and return to his/her former position if it remains open at that time.

As defined by this section, "work days" shall be defined as days that the employee actually performs work, and does not include, for example, days off on workers compensation, sick leave, etc.

A vacancy due to an employee returning to their previous position during a trial period shall be posted for a period of three (3) days, pursuant to the terms of this Agreement.

10. Excluding transportation, a position shall be abolished, recreated and posted if within a two year period:
- a. The position is adjusted in which the change totals four (4) hours or more in a workweek or from part-time to full-time or vice-versa.
 - b. The position is adjusted in which the changes total five (5) workdays or more in a work year.
11. Limitation on number of transfers – Employees shall not be permitted to transfer more than two (2) times during a school year (July 1- June 30), unless the transfer will result in an increase in hours, days or hourly pay.

B. Reduction in Force and Recall

1. Reasons for Layoff/RIF: A layoff may occur only for the following reasons:
 - a. Decreased enrollment of pupils;
 - b. Abolishment of position due to changes in operations, programmatic changes or shortage of revenue;
 - c. Return to duty of regular employees after leave of absence;
 - d. By reasons of suspension of schools or territorial changes affecting the district;
 - e. By reason of the disqualification of an employee and his movement back to the formerly held position.
 - f. Other reasons approved by law.

In making such reduction, the Board shall act in accordance with recommendation of the Superintendent of Schools.

2. Notification of Anticipated Layoff:
 - a. Layoff and recall will be made within each affected position in accordance with District seniority regardless of part-time or full-time status.
 - b. Employees and the union shall receive at least ten (10) work days written notice of layoff or abolishment of position.
 - c. The written notification shall include the reason(s) for the RIF; the positions(s) to be reduced; the names(s) of the employees to be affected and the effective date of the RIF.
 - d. The Board shall develop and provide the Union by September 30 of each year and with each notification of RIF, with a seniority list which shall correctly list each employee's district seniority date, current classification held and previous classifications held. If an employee or Union believes the information is inaccurate, notice shall be provided to the Superintendent or designee as soon as practicable. A corrected list shall be generated or the parties notified in writing of reasons why there were not discrepancies as soon as reasonably practical and in no event later than twenty (20) business days.
3. Employee Rights Upon Layoff: Employees subject to layoff or job abolishment shall have the following rights:
 - a. The right to bump employees with less district seniority within their same bargaining unit classification.
 - b. The right to displace (bump) employees with less district seniority from other bargaining unit classifications which they have previously held (on more than a temporary or substitute basis) to avoid layoff, with total district seniority intact provided they remain qualified to perform the duties of the job.
 - c. Laid off employee shall have the right to priority substitute work over non-bargaining unit employees on the district's substitute list for those jobs previously held by the employee.

4. Recall Rights:

- a. Employees who are laid off shall remain on the recall list for a period of three (3) years and shall have recall rights to permanent openings in the job classification held by them at the time of layoff or any open position for which they previously held provided they are still qualified for the position.
- b. Employees on the recall list shall have the right to receive written Notice of Recall at their last known address by registered or certified mail. The employee will have five (5) work days from the date of receipt of the Recall Notice, to accept or waive recall. An employee who fails to timely respond to a recall notice shall be deemed to have waived their right to recall. An employee who declines a second recall opportunity shall be removed from the list. It is the responsibility of the employee to keep the Human Resources Department advised of any address changes.
- c. Employees on layoff may accept permanent vacancies outside of the job classification, substitute positions or part-time positions with the Board without prejudice to their standing on the recall list.

5. Bumping Procedures:

- a. Once the person in each classification has been notified that he/she is being reduced in force, they must exercise their bumping rights, in writing, within five (5) work days after the employee receives his/her notice of layoff and shall indicate the person/position which the employee intends to displace. Once the notice of displacement has been received by the Board of Education from the most senior person, all persons who may be affected by further displacement or “bumping” are entitled to notice of a “bumping meeting” which shall be provided with written notice by board email, ordinary mail or hand delivery within a minimum of ten (10) calendar days prior to the bumping meeting. Once the email or hand delivered notice has been delivered to the employee, no further notice will be required.

All affected employees shall attend the bumping meeting or give a written proxy to a member or SEUSS officer in attendance. By not attending or sending a proxy the employee will have waived the right to bump or displace a less-senior employee, or in the event of an open position offered at the bumping meeting, will have waived their right to bid.

In the case of an emergency or for unforeseen circumstances, the Superintendent or designee may reschedule a bumping meeting at either a time mutually agreed upon by the Superintendent/designee and the Union, or by re-notifying the affected employees as contemplated herein.

- b. An employee affected by RIF or abolishment of a position may displace or bump any other employee within the classification that has less district seniority. When a position has been reduced and then recreated or there are vacancies within the classification, these positions will be offered during the bumping procedure.
- c. Those employees displaced have the same bumping rights as the employee who was originally reduced.
- d. Once an employee has exercised a bump, he/she may not revoke the bump.

C. Restructuring

1. Definition of “Restructuring” – When an employee’s current job assignment at a building is eliminated or moved due to student movement, student need or student population.
2. Notification shall be provided by the Administration to the Union President, Vice President and OEA LRC upon determination that a restructuring of staffing in building(s) may be necessary. Notification shall be provided by the Administration to the employees in buildings impacted by restructuring when Human Resources know that a particular vacancy is being posted due to this restructuring.
3. The posted vacancies shall be filled in accordance with the process of Section A of this Article, except that the transfer restrictions set forth in paragraph 4(a) are waived for affected employees in building(s) with overage(s).
4. Once this process is complete, if an overage still exists, Human Resources shall meet with the remaining affected employees (the least senior employee(s) in the building) and they will be offered any vacancies that remain open in his/her classification. The affected employee(s) shall choose from the remaining vacancies and be reassigned to that vacancy. If there is more than one (1) affected employee remaining, the employees shall choose the positions by seniority.

D. Miscellaneous:

1. Nothing in the Agreement shall prohibit or restrict the Board of Education from employing substitutes or students as business needs dictate or from making temporary appointments to fill vacancies caused by the absence of employees on approved leave.
2. Bargaining unit employees will be given first consideration in hiring for summer seasonal positions. Employees hired to perform work summer or seasonal work within their regular classification will be paid at his/her regular hourly rate, unless the pay is through a grant or other third party contribution.

Such positions will continue to be non-bargaining unit work and all wages, hours and other terms and conditions of such work shall be within the sole discretion of management and shall not be subject to the grievance procedure.

3. A bargaining unit member who transfers to a position outside of this Agreement remains an employee of Springfield City School District and then returns back to this bargaining unit after thirty (30) days, must be placed in a vacant position through open application. District seniority shall begin at zero. However, during the first thirty (30) days of the initial transfer, the employee may make a written request to return to his/her former position if it remains open at that time with no change in district seniority.
4. Current employees filling in for an absent employee in a higher position: Current employees shall first be offered the opportunity to fill in for an absent employee in a higher position, of pay and/or hours, within their building and job classification or classification series, provided they are qualified to do the available work.

ARTICLE 12 - Transportation Department

A. Regular Daily Routes

1. Bus drivers and transportation aides will select regular routes and mid-day routes by seniority one (1) week before the opening of school. In designing the regular or mid-day routes, the Transportation Supervisor may include gifted/talented, work study, ISS and language route(s) If a regular or mid-day route becomes available after the selection process, the vacancy shall be posted for a minimum of five (5) working days in order for any interested and eligible driver to apply. No driver shall transfer to a vacant route more than once during the remainder of the school year, except that a driver who has already transferred to a vacant route shall not be precluded from transferring to a vacant route with more weekly hours or to one (1) new route if a new route is established at some later time in that school year. The driver/aide with the most district seniority applying shall be awarded the route.
2. The District reserves the right to adjust individual routes throughout the year according to the needs of the District. Mid-day routes will be paid at actual route time with a minimum of two (2) hours. Only one mid day route may be bid upon. All route start and completion times will be reported as clock time (no rounding up or rounding down). It is understood that actual clock time may vary a few minutes day to day - time will, therefore, be reported as the average time needed for that route, as approved by the supervisor. Example: A route that leaves at 6:30 a.m. each day and arrives at 9:03 Monday, 9:05 Tuesday, 9:01 Wednesday, 9:03 Thursday and 9:06 Friday, has an average arrival time of 9:04 and, therefore, an average route time of one hundred fifty four (154) minutes. Changes in average route times must be approved by the supervisor. All regular bus routes shall have a minimum of five (5) hours for drivers and four (4) hours for bus aides per day including pre-trip inspection time. All field trips, which are run, will be paid a minimum of two (2) hours including pre-trip time. It is understood and agreed that the employee shall be accessible and readily available at all times during the guaranteed time and may be assigned duties contained in their job description during this time.
3. For drivers or bus aides on a leave of absence, the driver or aide shall be permitted to pick a route which may be posted or filled with a substitute until the regular driver or aide returns from the leave of absence.

B. Trip Procedures

1. Trips will be posted on Tuesday morning for the week beginning the following Monday. Trips may be added to the list throughout the week, as they become known to the Transportation Supervisor. A continuing rotation list shall be posted. Monday through Friday - Two or more trips per day may be chosen by a driver/aide if the time for one trip to be completed is one half hour before the next trip is scheduled to begin. Saturday, Sunday and Holidays – Two or more trips per day may be chosen by a driver/aide if the time for one trip to be completed is two hours before the next trip is scheduled to begin.
2. Drivers and Aides will be given an opportunity to select among all posted field trips for the following week.
3. The first pick of the school year shall begin with the senior-most employee and continue uninterrupted throughout the school year. Starting Thursday mornings at 9:15 a.m., the trip selection process will begin and continue until all trips are chosen. If an unforeseen situation results in a delay, the time will be adjusted. If a driver/aide is unavailable to pick, a trip selection sheet must be filled out and given to a designee pick for that driver/aide. A failure to name a designee shall result in the driver/aide being ineligible to pick.

4. All drivers must complete trip tickets with actual trip hours immediately following the trip. If the completed forms are not turned in to the office before 9:00 a.m. the next business day, the driver/aide will forfeit that week's picking and will not be paid for the trip.

5. Canceled Trips

In the event a field trip is canceled, the driver and transportation aide scheduled for the trip shall be paid a minimum of two (2) hours reporting time, unless notified one (1) hour before the trip. "Notice" shall mean that the Transportation Office attempted to reach the employee at home by telephone or on the job by radio. The Transportation Office must be able to verify that the attempt to reach the employee was made. If upon arrival at departure site, if one or more buses are cancelled, the aide or driver who chose the trip first has the choice to first be either the cancelled bus or to run the trip. If the driver/aide chooses not to run the trip, the driver/aide shall return to the compound and will be paid two hours report time. If a cancelled trip is rescheduled, the driver/aide that originally chose the trip will be offered the rescheduled trip. If the driver/aide declines, the trip will be filled in accordance with Trip Procedures.

6. Turned in Trips

- a. It is recognized that once driver/aide selects trips, they become part of the driver's/aides assigned duties. If a driver turns in more than two (2) trips a month, the driver/aide will be disqualified from eligibility for the next picking.
- b. Any trip or trips turned in will be offered to the driver/aide who is next on the current rotation list. The Transportation office staff will make a good faith effort to contact drivers/aides by telephoning the drivers/aides home, using the (two way) transportation radio, or personal contact for filling turned in trips.
- c. In the event no driver/aide has chosen to take a trip and a decision needs to be made insuring the trip will be run, the Transportation Supervisor or designee will stop the rotation process and offer the trip to substitute drivers.

7. Rescheduled Trips

If the team/group trip is scheduled wrong and the time/date, or destination changes, this would not be considered a canceled or new trip. The driver/aide would remain the same. If the change conflicts with another trip for the same day picked by said driver, then the driver would determine which trip they would run, the changed trip or the other trip picked. One would need to be turned in and filled by another driver. These types of turned in trips will not be counted as an actual turned in trip which would not affect his/her place on the rotation list .

8. If a driver/aide chooses to take a trip that overlaps with the driver/aide regular route, the hours charged for the trip will be figured starting at the route clock out time.

9. Sign Up Sheet For Covering Mid-Day and Extra Runs

A signup sheet for Mid-day and extra runs will be placed in office area for drivers/aides interested in filling in for a driver/aide who is absent. Employees who sign up will be given the opportunity to drive based on their seniority.

10. Absence Qualification

If a driver/aide does not, for any reason, run their assigned daily route(s) immediately preceding the scheduled chosen trip, that driver/aide shall not be permitted to run that trip. Assigned routes include any route that was chosen by the driver to be done on a daily basis for the school year, but does not include any routes that are done on a temporary basis. This will be considered a turned in trip and will be filled according to section B of this Article. A driver/aide will not get charged a turned in trip if the driver/aide is on bereavement leave, jury duty, or is not able to run the trip due to other school business.

C. Non-Driving Duties

1. Each driver shall be scheduled one-half (1/2) hour per day that he or she drives a regular route to perform a Department of Transportation pre-trip inspection. Drivers who select field trips will be scheduled thirty (30) minutes per trip to perform all non-driving duties and to travel to the designated trip departure location. Driver is to arrive at the previously determined pick-up point at the designated time.
2. Bus aides will receive fifteen (15) minutes in the a.m. and p.m. to complete paper work on all routes.
3. Hours spent on regular and mid-day routes, work study trips, and gifted and talented routes will be considered as regular work hours for purposes of determining eligibility for benefits. Such hours will be prorated over the school year to reflect average weekly hours for the year. Eligibility for benefits will be based upon such average hours.
4. Regular routes, work study routes, mid day routes and trips will require a transportation aide to be present whenever a special needs student is on board with a wheelchair.
5. Bus mechanics shall be provided clean uniforms as needed.
6. All drivers and transportation aides will be paid an additional \$4.00 per run for doubling and/or tripling of routes.
7. When required by an IEP or because of evidence of a significant safety risk, special needs buses must have transportation aides. Evidence of a significant safety risk will be determined by holding a meeting with the Supervisor of Transportation, the driver, bus aide, the principal at the student's school and the Supervisor of Special Needs.
8. All drivers and aides will be given copies of all applicable board drug policies including those relating to drug free schools and drug testing each year before the start of school.
9. Employees shall only use two-way radios for work related communications.

E. Miscellaneous

The District will continue its practice of assigning trips in the summer based strictly on seniority with a one-trip per day limitation, however, it may deviate from this practice due to extenuating circumstances. This provision is not subject to the grievance procedure.

ARTICLE 13 - Progressive Discipline, Termination and Video Surveillance

A. Progressive Discipline and Termination

The Board's right to manage, direct and control the operations of the district includes the right to discipline employees for just cause. Progressive discipline may consist of verbal warnings, written reprimands, suspensions with pay, suspensions without pay, termination or such other appropriate action as may be needed given the nature and magnitude of the misconduct involved.

Notwithstanding any Civil Service law or language in the Agreement to the contrary, any dispute arising from the discipline, demotion, suspension or removal (i.e., termination for just cause) of an employee, shall be processed under the Agreement's grievance procedure. The parties expressly intend that the provisions of this Article 13 shall supersede and replace any and all Civil Service rights and procedures with respect to matters of discipline, demotion, suspension or removal (i.e., termination for just cause).

An employee may request the presence of a Union Representative or other OEA member of his or her choice if a Union Representative is not readily available, at any investigatory interview conducted by the Board of Education if the employee reasonably believes that such interview might result in disciplinary action. The Board of Education shall advise any employee facing disciplinary action of his or her rights to have a Union Representative or other employee present

Except in situations of serious misconduct warranting immediate suspension or termination, which would include but not be limited to examples of which are set forth in Board Policy GDPD, the discipline of employees shall be administered in accordance with the principle of progressive discipline. In all cases of discipline or removal (i.e. termination for just cause) the employee will be given written notice of such and will be informed that the notice will be made a part of his/her personnel file. Employees who receive such notices shall then have the right to file a response or objection to the disciplinary action. This response or objection shall be placed in the employee's personnel file. Employees will be asked to sign any disciplinary notice, as proof that they actually received the notice.

An employee may request the nullification of any written reprimand or warning contained in his or her personnel file after two (2) years. Such request shall be made to the Superintendent or designee in writing. Upon receipt of such request, the Superintendent or designee shall schedule a conference with the employee to review the matter. The Employee may be accompanied at this meeting by a representative of the Union. If the Superintendent or designee agrees to the removal, the Superintendent or designee shall prepare a memorandum of nullification and affix it to the reprimand or warning in the employee's personnel file. Nullified reprimands or warnings shall not be considered in the imposition of any subsequent discipline or termination action taken against the employee.

B. Video/Surveillance Equipment

Video/surveillance equipment shall not be used as a substitute for any evaluation.

Employees involved in incidents which have been taped shall have the right to review such tapes with Association representatives prior to any disciplinary action.

In the event a parent/student concern is received, it shall be processed in accordance with the Public Complaints policy.

ARTICLE 14 - Personnel Files

Employees shall be informed of any complaint which is directed toward them if such will become a matter of record by placement in the employee's personnel file (including any personnel files maintained by the employee's building principal or department head).

Employees shall have the right to reply to any critical material contained in their personnel files which they believe to be in error. Such reply will be placed in the employee's personnel file along with the document or documents to which it relates.

Employees shall be given a copy of their performance evaluations and an opportunity to review them with their immediate supervisors before the evaluations are placed in their personnel files.

Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

An employee shall be entitled to a copy, at his expense, of any material in the file, except for material originally supplied to the Board of Education as confidential prior to employment.

An employee may periodically review his personnel files (including personnel files maintained by building principals or department heads). A third party selected by the employee, at the option of the employee, may also be present during such review.

Notification shall be given within two (2) work days to any employee at any time access to his/her personnel file is requested by a member of the general public pursuant to state law. If possible, employees 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. Each employee's personnel file shall contain a "record of access" upon which shall be noted the name and date of anyone, other than personnel office employees, viewing the contents of the file, to the extent that this information is available.

ARTICLE 15 - Leaves and Related Matters

The Board shall set the attendance policy for the employees of the bargaining unit.

A. Sick Leave

Each full-time 9-month, 10-month or 12-month employee covered by this Agreement shall accrue 15 days sick leave with pay, for each year under contract, which shall be credited at the rate of 1-1/4 days per month.

Accrual of sick leave for all employees is based upon regular hours of work for that employee. For example, a day of sick leave for a four (4) hour per day employee is equal to four (4) hours of sick leave accrual. Therefore, 1 ¼ days of sick leave per month for that employee is equal to five (5) hours of sick leave accrual. Sick leave accruals are reported on payroll records in hours.

Bargaining unit members performing seasonal/casual work for the district may use two (2) sick leave days per month during seasonal/casual employment.

Sick leave shall be accumulated up to 3,120 hours.

Employees who transfer from the service of any public agency in the State of Ohio shall be credited with the unused balance of his accumulated sick leave in accordance with applicable law and upon receipt of a corroborating statement from a former public Board of Education and shall be limited to 200 total days.

Employees covered by this Agreement, upon the approval of a responsible Administrative officer of the Springfield City Schools, may use sick leave for absence due to:

1. Personal illness
2. Incapacitation due to pregnancy
3. Injury
4. Exposure to contagious disease which could be communicated to others
5. Absence due to illness or injury in the employee's immediate family. For purpose of this section "immediate family" is defined as: mother, father, brother, sister, son, daughter or spouse of an employee. And if they reside in the home or are the responsibility of the employee: grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-mother, step-father or step-child of the said employee.

Falsification of a statement is grounds for suspension or termination of employment. If an employee misses more than three (3) days, the Superintendent or his/her designee may request that the employee provide a doctor's statement.

An employee absent from duty because of reason(s) as specified in Section A 1-5 or C and D shall file a certificate of "Application for Paid Absence" with the Board of Education during the first shift upon return to duty. Employees covered by this Agreement must use the Springfield City School district form, "Application for Paid Absence," when applying for paid absence.

B. Severance

All employees who retire from the Springfield City School District after ten (10) years of service with the district 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 system) elect to be paid for his/her accrued sick leave credit with the following limitations:

1. Payment shall be based upon the employee's hourly rate of pay at the time of retirement. Hourly rate of pay means the negotiated rate of pay for the classification minus longevity rates or other fee payments for license or certificates;
2. Severance pay shall be paid for one-fourth (1/4) of the accrued but unused sick leave with payment up to a maximum of 512 hours. An employee who switched from full-time employment to less than full-time employment after achieving SERS retirement requirements, shall be paid severance benefits based upon full-time status. The Board shall include longevity pay in the computation of severance and/or retirement benefits for those employees who have twenty-five (25) years of service or more.
3. The employee must, within 120 days of the last day of employment, prove acceptance into the retirement system by having received or cashed his/her first retirement check;
4. The employee must sign for the severance paycheck certifying all eligibilities have been met;
5. Receipt of such payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

C. Sick Leave Bank

Establishment:

Each eligible employee may contribute one or two days of his/her accumulated sick leave during the annual enrollment period. Enrollment periods will be from August 1st through September 30th of each school year.

Criteria for Enrollment:

Employees who have accumulated the equivalent of ten (10) days sick leave may contribute one day per year to the bank. Employees who have accumulated the equivalent of 40 days sick leave may contribute 2 days to the bank.

To be a participant in the bank an employee must donate each year to the bank.

All contributions to the 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, days(s) contributed to the Sick Leave Bank are not returnable.

No contributions can be made except as provided in this section.

Operational Procedures:

Although donations to the bank will be processed as "days", accumulations in the bank will be accumulated as the dollar value of the contributing employee's "day". Example: A two hour, \$8.00 per hour, employee donates two "days" of leave. This will be credited as \$32.00, (2 hours x 2 days x \$8.00 = \$32.00). Withdrawals from the bank will be calculated as the dollar value of the days granted.

Use of days from the sick leave bank will be limited to the catastrophic illness of the employee or an immediate family member. "Catastrophic" is defined as unexpected critical illness, surgery or a temporary disability. A doctor's statement, affirming the illness, surgery or temporary disability is required in order for the application to be considered.

The maximum number of days of sick leave that an employee may use/withdraw is the day equivalent for that employee equal to 20% of the dollars in the bank or an amount equal to 30 days, whichever is the lesser amount. Example: An 8 hour employee may receive the dollar equivalent of 30 eight hour days or 20% of the dollars in the bank, whichever is the lesser amount.

Use of days from the sick leave bank will be considered only after the employee has used his/her accumulated sick leave days and has used possible advances of sick leave days.

Employees possibly eligible for workers' compensation disability or other paid leave, disability retirement or service retirement will not be eligible for sick leave bank use until or unless rejected by the retirement system for disability or service retirement.

If the Committee approves an employee for use of sick leave through the sick leave bank, and the Board representative was in attendance and objected to the granting of sick leave, the Board may demand that the decision be submitted to arbitration through the American Arbitration Association. The hearing shall be held within fourteen (14) days of the date of the demand, with a decision issued within seven (7) days. If the arbitrator rules that the granting of the sick leave was improper, the employee shall not be eligible to use any additional granted days, and the number of days used shall be deducted from the Sick Leave Bank. The losing party shall pay the entire costs of the arbitrator.

Sick Leave Bank Committee:

The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the payroll office of the Springfield City Schools will keep the records. This committee will be empowered to adopt rules and regulations and make decisions required to administer the Sick Leave Bank, so long as those rules and regulations and decisions do not modify the agreement contained herein. The Sick Leave Bank Committee (SBC) will be composed of the following persons:

1. Superintendent or designee of the Springfield City Schools;
2. The Union President or his/her designee;
3. Two employees appointed by the Union President; and
4. Union Vice-President.

Vacancies will be filled by the authority making the original appointment. The Director of Human Resources, or his/her designee will serve as chairperson. The SBC will adopt rules concerning meeting schedules and necessary forms.

D. Illness or Disability Leave

In accordance with the provision of the Ohio Revised Code, Section 3319.13, the Board of Education shall, upon written request of a regular employee, grant a leave of absence, for a period of not more than two (2) consecutive years with illness or other disability, as the reason for the request. This provision is not intended to limit other requirements of Section 3319.13.

E. Absence Due to Death in Family

Employees shall be granted up to five (5) days in each school year for the first occurrence, not deductible from sick leave, for bereavement due to death of the employee's mother, father, child, spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father or step-child. For each additional occurrence for death of the employee's mother, father, spouse, child(ren), brother or sister, the employee shall be granted five (5) days, not deductible from sick leave. For each additional occurrence for the death of the employee's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father or step-child, the employee shall be granted up to three (3) days for bereavement, not deductible from sick leave.

If additional time for bereavement is needed, employees may use sick leave for absence due to death of the employee's father, mother, brother, sister, son, daughter or spouse.

Additional days of paid absence deducted from sick leave may be granted at the discretion of the Superintendent or designee in extenuating circumstances.

F. Personal Leave

Three (3) days of personal leave per year with pay shall be available to each regular employee. The personal leave day's year commences July 1 and ends on June 30 of the ensuing year. At the end of each year (June 30) unused personal leave will be converted to sick leave and added to the employee's sick leave accrual unless the employee is at the maximum accumulation in which case, the employee shall be paid 50% of his/her per diem rate for each unused day.

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

From August 1 through May 31, no more than one (1) employee assigned to a building in each classification (custodian, cook, aide, secretary) or fifteen percent (15%) of the employees in each classification, assigned to a building, whichever is greater, shall be on personal leave from any building or department per day. From June 1 through July 31, no more than eight percent (8%) in each classification shall be on personal leave.

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::

1. Personal business which cannot be performed at any other time.
2. Religious holidays not included in the school calendar.

3. College/high school graduation in the immediate family, if employee's assigned work shift conflicts.
4. Funeral of a close friend or a member of the employee's family for which bereavement or sick leave cannot be used.
5. Extension of sick leave for funerals because of special circumstances, i.e., travel distance.
6. Adverse travel conditions, such as snow, accident, mechanical breakdown if the employee is out of town.
7. Emergency to property of employee or immediate family, i.e., flooding, storm, fire, etc.
8. Attendance at an official work connected meeting not covered by the professional leave policy.
9. Other reasons for personal leave may be approved at the discretion of the Business Operations Manager, depending upon the merit and emergency of the situation.

Personal leave is not to be considered or used for recreation, entertainment, amusement, hunting, fishing, shopping, or as a paid holiday or paid day of vacation.

Personal leave shall not be cumulative and must be used in increments of no less than one (1) hour at a time.

Payment for personal leave during restricted periods will be made only when the Administration is provided sufficient information to ascertain which of the nine (9) qualifying reasons listed in Section D of this Article the employee is requesting the leave.

Falsification of a statement is grounds for suspension or termination of employment under Section 3319.081 of the Revised Code and applicable Civil Service Provisions.

This policy shall not infringe upon the right of an employee to be granted non-paid leave at the discretion of the Business Operations Manager.

G. Legal Process Absence

1. In order to be approved for an absence in response to subpoena the following requirements must be met:
 - a. Employee is not a party to the court case or administrative hearing;
 - b. A statement must be signed by the employee and filed with the Treasurer stating that either:
 - 1) No compensation was received as a result of the Court appearance, or
 - 2) Compensation was received in the amount shown.

The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of wages.

2. Absence in Response to Jury Summons

There shall be no loss of wages if:

The employee signs a statement and files same with the Treasurer immediately upon return from jury duty stating that compensation was received in the amount shown, and

The employee remits the compensation received to the office of the Treasurer before the end of the current pay period.

3. Absence When Party to Court Action

In the event of absence from duty for any Court hearing or administrative hearing in which the employee is a party, the employee may apply for approval of Personal leave as outlined in Article 15 E.

H. Public Calamity Days

Employees shall be paid for time lost when the schools in which they are employed are closed during an epidemic or other public calamity provided that such day qualifies as a calamity day under state law. When schools are closed for any other reason, employees who are not required to work will not be paid for time lost. However, if missed days are made up at the end of the school year (or at some other time) employees who are required to work will be paid at their regular rates of pay. Nothing in this Agreement shall be construed as requiring payment in excess of an employee's regular rate of pay for any time worked while the school in which he is employed is officially closed. Notwithstanding this Agreement, it is further agreed that all non-teaching employees in positions of responsibility for building mechanical systems, maintenance employees, and other employees responsible for the protection of Board properties shall make every effort to report to their regular assigned place of work for the purpose of attending to their duties and responsibilities, unless otherwise directed by their supervisors.

I. School Delays

In the case of a school delay, all employees shall report to work in accordance with directions from their supervisor. Employees will receive their normal days' pay without reduction for any hours lost due to the delay of schools.

If a school delay is declared, employees who start their workday prior to being notified of the delay, shall be granted hour-for-hour compensatory time for all hours worked in addition to their regular required work hours. The employee will be allowed to use compensatory time under this section upon the approval of their immediate supervisor.

J. Maternity/Child Care/Paternity

1. Maternity or Child Care Leave of Absence

A leave of absence for maternity or child care, without pay, shall be granted to any regular employee.

- a. An employee may request a leave of absence without pay for the purpose of maternity or child care. The written request must be submitted to the Superintendent or designee 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 employee.

- b. 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 employee. The employee shall notify the Superintendent of the request to renew the leave.
- c. Maternity or child care leave requested and granted shall be curtailed or terminated if requested by the employee 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 in the employee's job classification becomes available.
- d. Employees shall have the right to continue to participate in all fringe benefit programs at the employee's expense during the leave period subject to approval of the carrier(s) involved.

2. Paternity Leave

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

3. Childcare

Employees shall pay ninety percent (90%) of the cost of the Springfield City Schools' Latchkey program.

K. Assault Leave

Any employee who must be absent from his or her duties due to physical disability resulting from an assault by a student or the parent or legal guardian of a student of this system, while on duty and engaged in school-related activities, on or off school premises, before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of fifteen (15) days. Assault shall be defined as intentional physical touching. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "Assault Leave."

Before Assault Leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio.

Falsification of either the written signed statement of the events or circumstances surrounding the assault or the physician's statements shall be grounds for suspension or termination of employment.

Assault Leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or any other leave to which the employee is entitled. Assault leave shall be immediately paid to the employee by the district at the employee's current rate of pay and if Worker's Compensation is applied for and granted, the employee shall reimburse Springfield City School District at the rate paid by Worker's Compensation after payment is received from Worker's Compensation.

The Board may require an examination by and a certificate from a licensed physician, chosen and paid by the Board that the employee was disabled from performance of any duties which the employee is qualified to perform and the nature and duration of such disability.

The employee is encouraged to file appropriate action against the person committing the assault, including criminal charges or civil action or both, in case of any assault or injuries.

L. Union Leave

The Board of Education agrees to grant Union leave with pay, at the request of the Union, to employees for the purpose of attending Conventions, Educational Meetings, or Conferences provided, however:

- a. That the total time off does not exceed one hundred forty four (144) employee-hours during any one contract year.
- b. That a written notice specifying the names of the employees attending such function is furnished by the Union one (1) week prior to the requested dates.
- c. That not more than six (6) employees, including the Union President, shall be absent at any one (1) time, and no more than two (2) from the same school.

The Board of Education agrees to allow on-duty employees to attend six (6) local Union evening meetings per year and be absent from work no more than ninety (90) minutes per meeting provided the Union provides the Board of Education with a list of such employees attending the meeting. Employees who are absent from work for the purpose of attending the above-referenced meetings must so request such absence by completing the "Application for the Use of Paid Absence," Section 11, and insert the words "to attend an evening Union meeting" and must attend the meeting. An evening meeting shall for purposes of this section be defined as one commencing after 5:00 p.m.

M. Family/Medical Leave

Any employee who needs leave for (1) birth or care of an infant under the age of one year; (2) adoption or foster placement of a child; (3) serious illness of the employee's spouse, parent or child; or, (4) the employee's own serious illness may elect to take such leave, without pay, as provided in the Family and Medical Leave Act of 1993, in accordance with the policies and regulations of the Board of Education, if the employee is eligible for such leave under federal law. If an employee elects to use Family/Medical Leave, the leave will be based upon the federal law and established Board policy and not on the leave provisions of this collective bargaining agreement. However, if the employee exhausts Family/Medical Leave and his/her own illness or injury requires further absence from duty, the employee may use Sick Leave or Illness or Disability Leave as provided in this collective bargaining agreement. (Time spent on Family or Medical Leave will be credited against contract illness or disability leave.)

N. Reporting of Absence

Employees 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.

Patterns of absences (e.g. repeated Monday/Friday absences or prolonged absences) shall be grounds for explanation by the employee upon request and may be cause for progressive discipline action.

O. Attendance Bonus

Each full-time employee who works as scheduled without using any paid sick leave or unpaid leave during each of the following increments shall be paid one hundred fifty dollars (\$150.00) per increment no later than the second pay following the end of the increment:

1. For nine (9) month employees, the employee's first paid day of the school year through November 30, and for twelve month employees the first day of school through November 30;
2. December 1 through the last day of February;
3. March 1 through the employee's last paid day of school;
4. The period beginning with the 1st day of summer break to the 1st day of the next school year provided that this increment applies only to full-time, 12-month employees covered by this agreement.

If an employee is awarded all three or four attendance bonuses, whichever is applicable, they will be entitled to an additional payment of one hundred fifty dollars (\$150.00).

This incentive shall be prorated for employees employed less than full-time. Sick leave used for bereavement leave will not count as an absence for the purposes of this provision.

P. Retirement Incentive

If an employee submits his/her written notice to the Board of Education of the employee's retirement through SERS at least six months prior to the effective date of the employee's resignation on 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 16 - Holidays

The holidays granted without loss of pay to all qualified employees shall be as follows:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Martin Luther King Day	COTA Day (in lieu of Columbus Day)
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving (in lieu of Veteran's Day)
	Christmas Day

Employees, in order to qualify for holiday pay, "shall be paid their regular wages or their regular rate-of-pay provided each (the) employee accrued earnings on his next preceding and his next following workday before and after such holiday." (Ohio Revised Code 3319.087)

Bargaining unit members normally scheduled to work through the Christmas break shall be granted a holiday, without loss of pay, the last workday before Christmas.

Employees working only during the regular school year, who are not on the active working payroll during the summer break, shall not receive holiday pay for holidays occurring during the summer break. Employees performing seasonal/casual work for the district are entitled to receive pay for holidays occurring during the summer break.

ARTICLE 17 - Vacations

Each 12 month employee shall accrue paid vacation leave according to the following schedule.

Years of Continuous Service	Number of Vacation Days Accrued Annually
One to Five Years	10 days
Six to Nine Years	11 days
Ten to Fifteen Years	15 days
Sixteen Years	16 days
Seventeen Years	17 days
Eighteen Years	18 days
Nineteen Years	19 days
Twenty Years	20 days

Accrued vacation days are based upon regular hours of work for that employee. In other words, a day of vacation leave for a four (4) hour/day employee is equal to four (4) hours of vacation.

Any employee working in a seasonal or summer position in any classification and who actually works at least three hundred fifty (350) hours for the summer, shall accrue one (1) week of paid vacation to be paid during the following winter or spring break at their regular rate times their summer/seasonal weekly hours.

Newly hired twelve (12) month employees must have completed one (1) year of continuous service to be eligible to take vacation.

Current employees transferring from a non-twelve (12) month position to a twelve (12) month position shall begin to accrue vacation upon the effective date of the new position and may begin to take vacation after it has accrued. The employee shall be eligible to accrue vacation based on the total years of continuous service with the District. Employees transferring from a twelve (12) month position to a non-twelve (12) shall be paid out for any accrued but unused vacation at their twelve (12) month pay rate.

Eligible employees shall be permitted to take vacation time at any time of the vacation year provided that the employee's department or building will not be seriously handicapped by the absence. The Board of Education shall have the right to limit the number of employees taking vacations at any one time.

In cases where conflicts occur between two or more employees in the same job classification, and not all can be accommodated, then the employee with the greatest classification seniority shall have preference in vacation selection. Should such conflict occur between employees in different job classifications, the employee with the greatest district seniority shall have preference.

The appropriate supervisor will analyze all requests, place the vacation requests on a calendar and notify the employees of their approved vacation date. In the event conflicts in vacation requests occur, the supervisor will assign alternate vacation dates to the employee with less seniority, provided effective and efficient service can be maintained within the employee's department or building.

Employees may use vacation provided that they have given at least two (2) weeks written notice to their immediate supervisor and provided that the vacation is otherwise approved by the employee's supervisor. In the event of extreme hardship or extenuating circumstances, the Superintendent of Schools or his/her designee may

allow a vacation period with less than the required two (2) week of notice. The Board of Education shall notify employees of the identity of his/her immediate supervisor.

The vacation year shall be the District's fiscal year (July 1 - June 30).

Accrued but unused vacation may be carried over from one vacation year to the next up to a maximum of forty five (45) days. Accrued vacation in excess of forty five (45) days will be forfeited.

If an employee is hospitalized while on vacation, the employee may request the Human Resources office to change his or her status from "vacation" to "sick leave" for the scheduled vacation days the employee is actually hospitalized.

At the time an employee ceases to be employed by the Board, he or she shall be paid all accrued but unused vacation and such additional vacation for the current fiscal year prorated from the beginning of the fiscal year to the date of his or her resignation or removal.

Except as otherwise provided herein, vacation pay shall be based upon the employee's hourly rate of pay at the time the payment is made.

No vacation allowance may be earned during the period of leave of absence or suspension.

Supervisors and Principals shall be notified of vacation days available to employees under their supervision.

ARTICLE 18 - Insurance

Medical Insurance

- A. During the life of this Agreement, the following medical insurance program shall be available for each regular, full-time employee or part-time employees who regularly work on average thirty (30) hours or more per week, and whose annual length of employment is thirty-six (36) weeks or more:
1. The Board shall pay Eighty Seven Percent (87%) of the total monthly cost of the health plan and the employee shall pay Thirteen Percent (13%) of the total monthly cost during the term of this agreement.
 2. Medical insurance shall mean the coverage, terms and conditions as recommended by the Committee and approved by the Board of Education.
 3. The foregoing insurance shall be provided to eligible, requesting employees in the bargaining unit who make application for such insurance, who are on the active working payroll, and who have completed ninety (90) calendar days of employment. Eligible employees shall have such insurance become effective on the first day of the month after they complete the ninety (90) calendar days.. Employees who have completed the ninety (90) calendar days, but who are not on the active working payroll on the effective date, shall have such insurance become effective on the first day of the month after they return to work on the active working payroll providing the employee requests such insurance.
 4. All medical insurance provided pursuant to this agreement shall be in subject to the conditions set forth in any insurance contract which has been or may be secured by the Board of Education pursuant to this agreement.
 5. The foregoing medical insurance shall be in effect for any qualified employee during any period when such employee is on the active payroll, injury absence, absence due to illness, or for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next following school year.
 6. Employees qualifying for a leave of absence under Article 15, Illness or Disability Leave and Maternity/Childcare/Paternity Leave, of this Agreement, shall have the Board's contribution to medical insurance continue for a period of a maximum of three months after all sick leave benefits have been used. After the three months of extended insurance benefits, employees qualifying for a leave-of-absence may continue to carry Board insurance at their own expense for a period not to exceed their leave of absence.
- B. The medical insurance programs described in sub-paragraph A above shall be extended to regular part-time employees scheduled to work at least twenty (20) hours per week for at least thirty-six (36) weeks annually on the following basis:
1. The Board will contribute towards the payment of either single or family costs to an amount equal to three-fourths (75%) of the Board's contribution for comparable coverage for full-time employees.

Life Insurance

The following group Life Insurance Program shall be available for employees in the bargaining unit covered by this Agreement who make application for such insurance.

- A. Life insurance of Forty Thousand Dollars (\$40,000) for all regular full-time employees who work at least thirty-two (32) hours per week, or part-time employees who regularly work thirty-two (32) hours per week and who work at least thirty-six (36) weeks per year and \$30,000 for all other regular full time employees who work less than thirty-two (32) hours per week or fewer than thirty-six (36) weeks per year.
- B. The foregoing specified life insurance shall become effective for all employees in the bargaining unit who make application for such insurance, who are on the active working payroll on the effective date of the Agreement, and who have completed ninety (90) calendar days on or before the effective date. Eligible employees who have not completed ninety (90) calendar days on or before the effective date of the insurance shall have such insurance become effective on the first day of the month after they complete ninety (90) calendar days. Employees who have completed the ninety (90) calendar days but who are not on the active working payroll on the effective date of the insurance shall have such insurance become effective on the first day of the month after they return to work on the active working payroll providing the employee requests such insurance.
- C. All life insurance provided pursuant to this Agreement shall be in accordance with the Board's "Specification - Life Insurance" to be issued by the Board and shall be subject to the conditions set forth in the insurance contract secured by the Board pursuant to such specifications.
- D. Employees qualifying for a leave of absence under Article 15, Illness or Disability Leave, of this Agreement shall have the Board's contribution to life insurance continue for a period of a maximum of three months after all sick leave benefits have been used. After the three months of extended insurance benefits, employees qualifying for a leave-of-absence may continue to carry Board insurance at their own expense for a period not to exceed their leave of absence.
- E. The foregoing life insurance shall remain in effect for any qualified employee during any period when such employee is on the active working payroll, injury, leave of absence, or, for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next school year.
- F. Also, regular employees 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.

Dental Insurance

During the life of this Agreement, the following dental insurance program shall be available for all regular, full-time employees who work thirty-five (35) hours per week or part-time employees who regularly works thirty two (32) hour per week, thirty-six (36) weeks or more per year.

1. The Board will pay ninety eight percent (98%) of cost of dental insurance.
2. The foregoing dental insurance shall be in effect for any qualified employee during any period when such employee is on the active payroll, injury absence, absence due to illness or, for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next following school year.

Section 125 Benefit Plan

Employees may elect to participate in the district's Section 125 Benefit Plan. Participation will result in the employee 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 employee 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

The terms of the Section 125 Plan document will prevail over any contrary contract language. However, the parties shall bargain any effects of any plan changes adopted by the Board during the term of the contract.

Insurance Committee

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 hearing interpreters 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. Based on this allocation, the effective premium shares will be adjusted for that plan year and all subsequent years. Staff will also be notified of the change in premium share. If the split results in a change in the premium shares of an 80/20 split or more, the insurance committee will meet to discuss options. If the actuaries determine that the reserve is not sufficient, then the reserve amount will be increased. If the new reserve is higher than the actual amount of dollars in the reserve, then the preceding paragraph will be enacted. The actuaries may also recommend that the reserve may decreased.

ARTICLE 19 - Wages, Longevity and Travel Rate

Wage Rates

Wage rates for all employees in the bargaining unit for the duration of this Agreement shall be as set forth in Appendix A attached hereto and made a part hereof.

When an employee is temporarily transferred to a higher rated job in the bargaining unit and works longer than two (2) hours, he or she will be paid the higher rate for all hours worked at the higher rate job. Transfers for less than two (2) hours shall be considered casual and the employee's pay rate does not change. Any employee who fills in for an absent teacher or administrator will receive one and one half times their hourly rate at that capacity.

Newly hired employees may be credited with service credit based on similar job experience at other employers. A bargaining unit member, who resigns from the district and then is rehired, shall be placed on the step at which the employee was placed at the time of his/her resignation.

Longevity

Employees will receive hourly longevity pay which will be added to the base hourly rates in each classification. Longevity rates are not cumulative but are added on a replacement basis. . Longevity will be determined as of September 1 of each year. Any employee who has worked at least 3 months into the next counted year will be rounded up as of September 1. Example: Employee has been employed 9 years and 3 months as of September 1 and is counted as having 10 years for longevity pay. If the same employee has been employed 9 years and 2 months as of September 1, they will be counted as having completed 9 years of longevity.

2020-2021 (9/1/2020)

1.	6 - 9 years	40 cents
2.	10 - 14 years	45 cents
3.	15 - 19 years	55 cents
4.	20 - 24 years	60 cents
5.	25 or more years	65 cents

These increases are not cumulative.

Travel Rate

When any employee, in the course of performing the duties of his job, is required by the Board of Education to use his own vehicle, such employee shall be reimbursed for mileage at the maximum rate allowed by the Internal Revenue Service.

Differentials

A. Shift Differential – Shift differential shall not be added to employees working contracts, overtime or callback:

1. Shifts ending 9:00 p.m. to 11:59 p.m. will be compensated an additional \$.10 per hour.
2. Shifts ending 12:00 midnight to 7:00 a.m. will be compensated an additional \$.15 per hour.

B. Lead night custodian at the high school will be paid an additional hourly rate of \$.92 per hour.

C. PC Network Technician and Computer Technician stipend is set forth in Appendix E.

D. Certified Bus Driver Trainer

Paid an additional .50 cents per hour for training time.

E. Custodial trainers shall be paid an additional twenty five cents (.25) per hour during training. The custodial supervisor shall determine who, if anyone, goes to training and who will be providing the training to new employees or employees in need of re-training.

ARTICLE 20 - SERS Pickup

Each employee's wage shall be reduced in an amount equal to the employee's contribution to the School Employees Retirement System and paid to SERS on behalf of the employee.

1. The wage reduction method of SERS payment pickup shall apply uniformly to all employees and no employee covered by SERS shall be exempt.
2. The SERS payment pickup defined herein shall become effective with the first pay following January 1, 1989, and shall apply to all compensation earned after that date.

ARTICLE 21 - Union Rights Activities - Visitation - Union Representatives - Miscellaneous Matters

1. There shall be no unauthorized Union activity of any kind and no distribution of any literature or other writings or employee meetings of any kind on the Board of Education's premises except conferences called and conducted by the Board of Education, or meetings of Union Representatives and employees held on the premises for the purpose of investigating or processing grievances pursuant to the Grievance Procedure, it being understood and agreed that such meetings shall not in any way interfere with the operations of the Board of Education or with the work of any employee. All other Union activity of any type, kind or description shall be conducted by employees during their non-working time off of the Board of Education's premises.

Except as provided herein, employees shall not be compensated for time spent in engaging in Union activities of any type, kind or description including, but not limited to, processing grievances or engaging in negotiations.

2. The President of the Union or the designee shall be permitted access to the Board of Education's work areas after notification to the Superintendent or his/her designee, for the purpose of ascertaining whether or not this Agreement is being observed by the parties and to attend conferences called and conducted by the Board of Education pursuant to the Grievance Procedure as provided for herein. Such visits shall be subject to the general rules of the Board of Education applicable to non-employees and shall not interfere with the work of any employee or the operations of the Board of Education. Superintendent or designee shall have the right to accompany the Union's President at all times while in such work areas.
3. For the purpose of processing grievances in accordance with the Grievance Procedure provided for in Article 6 of this Agreement, the Board of Education shall recognize up to 25 persons designated by the Union to serve as Union Representatives. The Union shall furnish the Board of Education with a written list of the names of the persons selected by it to serve as the Representatives and alternate Representatives, if any, and shall indicate the work areas for which each Representative is responsible. The Union shall notify the Board of Education in writing of any changes of Representatives except that temporary appointment of Representatives may be made orally by the President to the Director of Human Resources, subject to later confirmation in writing.

Union Representatives shall adhere to the following procedure in the processing of grievances:

- (a) Before leaving work to process a grievance, a Union Representative shall first request from his immediate supervisor or other designated supervisor and obtain permission to leave his job. The Union Representative shall indicate to the supervisor the reason for the request and the location to which he is going. Permission will be granted based upon the needs of the Union Representative's department and his own work schedule.
- (b) When it becomes necessary for a Union Representative to enter a department or area supervised by a supervisor other than his own, he shall report first to the supervisor in charge of such area and advise the supervisor of the purpose of his being there and shall request permission to enter. Permission will be granted based upon the needs of the department or area and the work schedule of the employee whom the Union Representative wishes to contact.
- (c) Union Representatives and employees shall indicate on their time records all work time spent processing grievances. No Union Representative or employee shall suffer a loss of pay for the time spent processing grievances provided that for any Union Representative or employee such time does not exceed thirty (30) minutes per grievance and further provided that not more than two (2) hours per month are spent

processing grievances. Provided further that when grievance meetings and conferences are held at the option of the Board of Education during working hours, all employees whose presence is required shall be excused with pay for that purpose. Reasonable efforts shall be made to schedule grievance meetings and conferences during the Union Representative's regular work hours.

Union Representatives shall process grievances with proper regard for the Board of Education's operational needs, and shall cooperate, in good faith, with the Board of Education in keeping to a minimum the time lost from work due to grievance handling.

4. Bulletin board space in each school building and district mail service shall be made available to the Union for the posting of notices concerning official union business. All notices which are posted on designated school bulletin boards or distributed through district mail service shall be in good taste and shall not contain anything offensive, political, controversial or anything critical of the Board of Education, any employee or other person.
5. During the life of this agreement except during any unlawful strike, sympathy strike, slowdown or other interruption of work, the Union may hold business meetings in district school buildings with prior approval of the Superintendent, or his/her designee, subject to the availability of space. Such use shall be without charge to the Union when a building custodian is on duty. At other times the Union may use school buildings for business meetings provided it complies with the provisions of established Board policy and regulations for the rental of such facilities.
6. Release time— The Association President or Grievance Chairperson may be released for up to one-half of the unit member's workday not to exceed 10 hours per week. This release time shall not interrupt other member's work days and/or duties. The President or his designee will suffer no loss in salary, fringe benefits, or other contractual or statutory benefits to which he/she would be entitled. The Association shall reimburse the Board for the President's or his designee's release time. Such reimbursement to the Board shall be made no later than thirty (30) days from receipt of an itemized statement from the district's treasurer, which includes the mutually pre-determined release time hours multiplied by the President's or designee's hourly rate. The Association will notify the Board by July 1 of each year of its intent to exercise this option and in such notice shall indicate who will receive the release time, and which hours of his/her regular work schedule will be designated as release time.
7. The Union 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 Union study as soon as they can be made available. The formal agenda and all attachments shall be furnished at all Board meetings.
8. The Union telephone number shall be included in the Springfield City School Directory.

ARTICLE 22 - Dues Check-Off and Service Fees

1. Dues Check-Off

Upon receipt of a written authorization by an employee, the Board of Education will deduct Union dues from the employee's pay and will remit such deductions to the proper officer of the Union as directed by the Union within five (5) days of such payroll deduction. Such authorization shall continue in effect unless revoked or changed by the employee in writing.

The Union agrees to indemnify and save harmless the Board of Education, its employees and agents, against any and all claims, including any legal fees or expenses incurred by the Board of Education, that shall arise out of or by reason of action taken pursuant to any written authorization for the deduction of Union dues, assessments and/or initiation fees.

2. Service Fees

Requirements

All employees 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 employees who are not members of the Association.

Nothing in this Agreement shall inhibit or interfere with the rights of any employee objecting to the payment of Association dues or fair share fees based on religious grounds. Such employees 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 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 employees first required to pay it after the opening of the school year. The annual fair share of an employee 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 employee's final paycheck.

The Board will provide the Association with a printout showing the names of employees 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.

ARTICLE 23 - Tuition Reimbursement

- Section 1. Educational Assistance. The Board of Education will reimburse the cost of tuition for undergraduate courses successfully completed at an accredited college or university which are directly related to the employee's current position or his preparation for promotion to another position in the District. The maximum reimbursement shall be \$750.00 per year (September 1 through August 31) per full-time employee and \$500.00 per year per part-time employee. PC/Computer Techs will be reimbursed for any courses requested or required by the Board to maintain or improve their certification, provided that, in the event the employee voluntarily resigns his/her position within one (1) year thereafter, then he/she will reimburse the Board for such educational expenses. PC/Computer Techs must obtain prior written approval for any such training.
- Section 2. Eligibility Restrictions. An employee will be eligible for this reimbursement only for courses enrolled in after completing one year of continuous service in the District. Reimbursement shall be limited to those courses in which the Employee earns a grade of "C" or better (2.0 on a 4.0 point scale or equivalent). The employee must still be employed in the Springfield City Schools at the time payment is made as provided in Section 4 below.
- Section 3. Submission of Requests and Evidence of Completion. Requests for tuition reimbursement must be submitted by the employee to the Director of Human Resources,, for approval prior to enrollment. Proof of satisfactory completion, by transcript or otherwise, must be submitted to the Human Resources office within ninety (90) days after the course is concluded.
- Section 4. Payment. Payment will be made to employees in the regular payroll check for work satisfactorily completed during the preceding academic semester or quarter, provided that proof of satisfactory completion and payment have been submitted to the Human Resources Office on or before July 1 and/or February 1. These amounts are not subject to the deduction of taxes or retirement. Failure to file the necessary documentation with the Human Resources Office in a timely manner shall result in a forfeiture of tuition reimbursement. No reimbursement shall be paid to any employee who is not employed in a bargaining unit at the time payment is due.
- Section 5. Ohio Tuition Trust Authority Guaranteed Tuition Program. As soon as possible following the effective date of this Agreement, the Board shall establish the policies and procedures and shall authorize the Superintendent and/or Treasurer to execute agreements or other documents with the Ohio Tuition Trust Authority needed to enable employees 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 of Education.

ARTICLE 24 - Drug Testing

Any employees in safety sensitive positions shall be subject to post-offer, pre-employment drug testing, as well as reasonable suspicion and random testing per DOT guidelines. The Springfield City Schools' Board of Education has several positions which are considered safety sensitive. Anyone who regularly drives a Board owned vehicle or designated equipment (large tractors, lift trucks, telescopic lifts) as part of their position function is considered to be in a safety sensitive position because of potential harm to students, themselves, staff, the general public, or property. School bus drivers are currently governed by Department of Transportation rules related to drug or alcohol testing standards and considered safety sensitive. Other positions may be added at the sole discretion of the Board of Education but will also include: Even Start Van Drivers, Maintenance Personnel (plumbers, carpenters, electricians, painters, utility, and stadium field workers), PC Technicians, Stockroom Clerk, Educational Materials Clerk, Equipment Operator and Equipment Operator Helper, and Boiler Operators, or Custodial personnel (operating designated equipment). These additional positions for purposes related to drug testing shall be governed by federal legislation or Department of Transportation regulations which provide for testing methodologies and requirements.

Any employee who test positive on a drug or alcohol screen pursuant to a valid random, reasonable suspicion, or post-accident testing shall be taken out of service without pay, but with health care benefits, for the period of time necessary to complete items one (1) through three (3) enumerated below. Any employee taken out of service due to a valid, positive drug screen shall not be eligible to utilize any paid leave time for the first thirty (30) calendar days he/she is out of service. Any employee who test negative on a drug or alcohol screen pursuant to a valid random, reasonable suspicion, or post-accident testing shall be paid for their regular shift plus any additional time needed for the testing.

1. The employee must participate in a drug/alcohol assessment through the District's EAP program;
2. The employee must comply with the recommendations of the assessment, including, but not limited to, the participation in a recognized drug/alcohol treatment program, costs to be paid through the employee's health insurance.
3. Once the employee has completed a thirty (30) day unpaid suspension, the employee shall be returned to work upon the earlier of:
 - A. 1. His/her successful completion of the treatment program, and;
 2. Upon the release to return to work by the treating professional, and;
 3. Upon obtaining medical clearance by a qualified physician.

OR

- B. If no treatment is recommended, the employee shall be returned to work upon obtaining medical clearance by a qualified physician.

Failure to comply with any recommended treatment and/or failure to obtain medical clearance by a qualified physician may result in discipline up to, and including, termination, subject to challenge through the grievance and arbitration provisions exclusively on the issue of the failure to comply or failure to obtain medical clearance.

Upon returning to work, the employee may be randomly tested for a period of twenty-four (24) months. Employees shall not be randomly tested while on any approved leave. If a returning employee tests positive for drugs and/or alcohol within this twenty-four (24) months period, he/she shall be terminated without recourse to the grievance and arbitration provisions; provided that, the employee may utilize the grievance and arbitration

provisions to challenge the validity of the testing procedures (e.g. Contaminated sample, broken chain of command, etc.)

Notwithstanding the above, the Board maintains a no-tolerance policy for drug or alcohol abuse by those employees who transport children. Any such employee testing positive for drugs or alcohol shall be subject to immediate discipline including possible terminations from employment. Furthermore, any safety sensitive employee testing positive for drugs or alcohol following a post accident test consistent with DOT guidelines will be subject to immediate discipline, including possible termination from employment.

ARTICLE 25 – Workers Compensation

A. Coverage

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

B. Reporting

An injury incurred while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured employee's supervisor within twenty-four (24) hours after the injury when practicable. Claims shall be filed pursuant to OAR 4123-3-08.

An employee injured on the job shall be paid through the end of their regular shift with no deduction to their leave time.

C. Notification

Employees absent due to workers' compensation shall notify the Human Resource office.

D. Fringe Benefits

Hospitalization, dental and life insurance benefits provided by this Agreement which are not covered by Workers' Compensation will be provided, at the Board's expense, to the injured bargaining unit member for a period of six (6) months immediately following the date of an injury which is determined to be disabling and prohibits the employee from working. After six (6) months, continuance of the aforementioned benefits will be at the employees' expense. If an employee has accumulated vacation prior to going on workers' compensation and remains off work, the employee is entitled to a day of vacation pay at the regular rate of pay for each day of workers' compensation leave. An employee does not accrue vacation and sick leave while on workers' compensation, unless being paid under wage continuation from the board.

ARTICLE 26 - 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 and not 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 June 1 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 both parties.

Every effort will be made to complete bargaining during the school year. In the event bargaining occurs at a time outside of the school year, only employees participating in negotiations on one of their regular contracted days will receive his/her normal compensation for that day and employees hired for summer/seasonal/extended school year will not receive any compensation for participating in negotiations.

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

B. Negotiation Teams

The Board and the Association shall each be entitled eight (8) representatives/observers, not counting the Association President or the OEA UniServ Labor Relations Consultant, 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. 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 following alternative dispute settlement procedure shall replace Ohio Revised Code sections 4117.14 (C) (2) through 4117.14 (D) (1) as provided for under Ohio Revised Code 4117.14(C) (1) (f) in the negotiations for a successor Contract.

In the event agreement is not reached after sixty (60) days from the filing of the Notice to Negotiate, either party shall have the right to request the assistance of a Mediator from the Federal Mediation and Conciliation Service (FMCS) and such request shall be deemed a joint request. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of thirty (30) days or until the expiration date of the Agreement, whichever is more.

Ohio Revised Code section 4117.14 (D) (2) and provisions thereafter shall then apply.

F. Agreement

When agreement is reached it shall be reduced to writing by the negotiation teams 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. There upon, after Board approval, the Agreement shall be binding contractual obligation upon the parties during the stated term of the agreement.

ARTICLE 27 - Agreement

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board of Education and the union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
2. This collective bargaining Agreement and accompanying Memorandum of Understanding of event date supersede and cancel all previous agreements, commitments and policies applicable to employees represented by the Union, whether verbal or written or based upon past practice, and constitute the entire Agreement between the parties hereto and the employees represented by the Union.
3. No agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained in this Agreement shall be made by any employee or group of employees with the Board of Education, and no amendment or revision of any of the terms and conditions contained herein shall be binding upon the parties hereto unless executed in writing by them.
4. The waiver of any expressed breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.
5. Any provision of this Agreement which is held by the final order of any court or administrative agency of competent jurisdiction to be in violation of or contrary to any law or regulation, now effective, or which may become effective during the term of this Agreement, shall be considered void.
6. In the event a provision of this agreement is found to be contrary to any law or regulation by a court or administrative agency of competent jurisdiction, the parties shall meet within twenty (20) days of such order for the purpose of negotiating a lawful alternative to the voided provision(s).

ARTICLE 28 - Miscellaneous

1. Building or departmental work rules shall be posted in each supervisor's office or work area. Copies of such work rules shall be given to each affected employee.
2. The Union shall designate each year one person to serve as a member of the school calendar committee and advise the Superintendent in matters relating to the adoptions of the school calendar.
3. As used in this Agreement, the word "day(s)" shall mean calendar day(s) unless otherwise indicated.

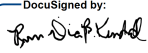
ARTICLE 29 – Duration and Termination


Except as otherwise provided herein, this Agreement shall be effective as of May 1, 2020, and shall terminate at midnight on the last day of August 31, 2021. In the event that notification of negotiations is not given by either party, this Agreement shall remain in full force and effective from year to year.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this Agreement on the 23rd day of April 2020.


SPRINGFIELD UNITED EDUCATION
SUPPORT STAFF (S.E.U.S.S.)


BOARD OF EDUCATION OF THE
SPRINGFIELD CITY SCHOOL DISTRICT

By: 
DocuSigned by:
3B4005B800FB467...

By: 
DocuSigned by:
680FFD78F88F44D...

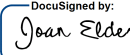
By: 
DocuSigned by:
F4A9E293A92E48D...

By: 
DocuSigned by:
B4D26E192E344AE...

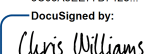
By: 
DocuSigned by:
B8DB61F3D1614DB...

By: 
DocuSigned by:
13B17CE09FCD4DC...

By: _____

By: 
DocuSigned by:
3C03A8EE77B7428...

By: _____

By: 
DocuSigned by:
9A957B0025254DC...

APPENDIX A – Job Classification and Rates of Pay

APPENDIX A

Job Classification and Rates of Pay

The base wage rates will be adjusted for each job classification as follows:

2020-2021 – Effective 9/1/2020, 2% wage increase, and payment of \$1500 stipend payable in 2nd pay of 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.

Effective 9/1/2020											
AIDE	ST 1	ST 2	ST 3	ST 4	ST 5	ST 6	ST 7	ST 8	ST 9	ST 12	
GENERAL AIDE	15.55	15.75	15.94	16.12	16.31	16.58	16.70	16.85	17.01	17.21	
PARAPROFESSIONAL	15.55	15.75	15.94	16.12	16.31	16.58	16.70	16.85	17.01	17.21	
SECURITY ATTENDANT AIDE	16.37	16.58	16.72	16.93	17.10	17.40	17.52	17.64	17.83	18.00	
CHILD CARE TECHNICIAN	16.27	16.39	16.59	16.71	16.89	17.24	17.41	17.53	17.70	17.87	
OTHER											
STOCK ROOM/ED MATERIALS CLERK	17.08	17.21	17.39	17.53	17.66	17.78	17.97	18.33	18.52	18.89	
LIBRARY SERVICES											
LIBRARY CLERKS	15.06	15.25	15.46	15.66	15.86	16.12	16.29	16.41	16.61	16.78	
ELEMENTARY LIBRARY TECHNICIANS	17.21	17.40	17.57	17.74	17.99	18.31	18.48	18.61	18.77	18.95	
COUNSELOR TECHNICIANS	17.21	17.40	17.57	17.74	17.99	18.31	18.48	18.61	18.77	18.95	
SECRETARIES/CLERK-TYPIST											
School Secretaries- Preschool/Elementary/Middle/High/Keifer Academy	15.94	16.10	16.27	16.39	16.59	17.04	17.18	17.32	17.49	17.66	Class 4
General Office Support-Food Service,Fixed Assets,Athletics,Family Programs,Switchboard,Registrar,ABLE,Academic Services	15.94	16.10	16.27	16.39	16.59	17.04	17.18	17.32	17.49	17.66	Class 4
General Office Support-Pupil Services	16.10	16.27	16.39	16.59	16.76	17.20	17.38	17.49	17.66	17.84	Class 5
Department Support-Maintenance, Custodial, Technology	16.10	16.27	16.39	16.59	16.76	17.20	17.38	17.49	17.66	17.84	Class 5
General Office Support-EMIS	16.39	16.59	16.71	16.87	17.05	17.43	17.54	17.67	17.85	18.02	Class 7
Department Support-Transportation,Food Service	16.39	16.59	16.71	16.87	17.05	17.43	17.54	17.67	17.85	18.02	Class 7
Accounting Support-Student Activities,Accounts Payable	16.39	16.59	16.71	16.87	17.05	17.43	17.54	17.67	17.85	18.02	Class 7
General Office Support-Case Manager,LatchKey	16.59	16.71	16.87	17.07	17.25	17.59	17.74	17.89	18.07	18.24	Class 8
Department Support-Attendance	16.68	16.81	16.97	17.16	17.35	17.68	17.83	17.98	18.16	18.33	Class 9
COMPUTER/PC SERVICES											
COMPUTER TECHNICIAN	17.24	17.43	17.56	17.72	17.92	18.06	18.18	18.34	18.52	18.68	
DATA COMMUNICATIONS	17.92	18.07	18.22	18.42	18.59	18.72	18.87	19.02	19.21	19.36	
PC NETWORK SUPPORT TECHNICIAN	18.49	18.64	18.76	18.96	19.14	19.26	19.41	19.57	19.76	19.92	
EQUIPMENT OPERATOR											

EQUIPMENT OPERATOR-HELPER	16.56	16.74	16.85	16.98	17.13	17.25	17.41	17.55	17.74	17.89	
EQUIPMENT OPERATOR	16.83	16.93	17.09	17.25	17.44	17.57	17.72	17.87	18.05	18.22	
EQUIPMENT OPERATOR 2 1/2 TON TRUCK	16.90	17.04	17.20	17.39	17.53	17.67	17.85	17.99	18.14	18.33	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TRANSPORTATION											
BUS AIDE	15.55	15.75	15.94	16.12	16.31	16.58	16.70	16.85	17.01	17.21	
BUS DRIVER	16.72	16.89	17.04	17.18	17.37	17.49	17.60	17.75	17.93	18.09	
MECHANIC	18.02	18.15	18.33	18.53	18.67	18.82	18.96	19.10	19.27	19.45	
PLANT OPERATIONS											
ASSISTANT CUSTODIAN	16.12	16.35	16.55	16.71	16.91	17.10	17.25	17.40	17.56	17.75	
HEAD CUSTODIAN ELEMENTARY SCHOOL	17.44	17.53	17.62	17.72	17.85	17.93	18.06	18.18	18.38	18.54	
HEAD CUSTODIAN MIDDLE SCHOOL/KEIFER/CLARK CENTER/THE DOME	17.72	17.86	17.97	18.05	18.11	18.22	18.41	18.54	18.70	18.86	
HEAD CUSTODIAN HIGH SCHOOL	18.05	18.14	18.26	18.48	18.61	18.72	18.87	19.03	19.21	19.37	
HIGH SCHOOL CUSTODIAL MANAGER	19.06	19.25	19.45	19.64	19.84	20.03	20.23	20.42	20.62	20.81	
MAINTENANCE											
UTILITY PERSON	15.89	15.99	16.12	16.27	16.38	16.54	16.67	16.81	16.98	17.17	
GROUNDSKEEPER	16.12	16.35	16.55	16.71	16.91	17.10	17.25	17.40	17.56	17.75	
STADIUM FIELD WORKER	16.72	16.89	17.04	17.18	17.37	17.49	17.60	17.75	17.93	18.09	
PAINTER	17.32	17.44	17.64	17.77	17.92	18.13	18.25	18.38	18.55	18.72	
BOILER MAINTENANCE OPERATOR	17.84	18.00	18.11	18.26	18.49	18.64	18.75	18.88	19.09	19.25	
ELECTRICIAN	17.84	18.00	18.11	18.26	18.49	18.64	18.75	18.88	19.09	19.25	
PLUMBER	17.84	18.00	18.11	18.26	18.49	18.64	18.75	18.88	19.09	19.25	
CARPENTER	18.00	18.11	18.26	18.49	18.64	18.76	18.91	19.07	19.25	19.41	
GENERAL MAINTENANCE	18.02	18.15	18.33	18.53	18.67	18.82	18.96	19.10	19.27	19.45	
PRINTER	18.68	18.85	19.03	19.19	19.38	19.57	19.71	19.85	20.01	20.18	
FOOD SERVICE											
FOOD EQUIPMENT HELPER	13.49	13.59	13.66	13.81	13.90	13.98	14.05	14.23	14.40	14.58	
FOOD SERVICE EMP	14.55	14.65	14.77	14.86	14.96	15.05	15.15	15.32	15.48	15.66	
HEAD COOK KEIFER	15.61	15.71	15.84	15.96	16.07	16.18	16.33	16.46	16.64	16.82	
HEAD COOK ELEMENTARY LESS THAN 2 EMPLOYEES	15.61	15.71	15.84	15.96	16.07	16.18	16.33	16.46	16.64	16.82	
HEAD COOK ELEMENTARY 2 OR MORE EMPLOYEES	15.69	15.79	15.93	16.02	16.14	16.27	16.39	16.55	16.70	16.87	
HEAD COOK MIDDLE SCHOOL	16.00	16.12	16.23	16.36	16.46	16.59	16.71	16.86	17.04	17.22	
HEAD COOK HIGH SCHOOL	16.35	16.43	16.58	16.68	16.81	16.90	17.04	17.18	17.36	17.51	
CAFETERIA SECURITY AIDE	16.37	16.58	16.72	16.93	17.10	17.40	17.52	17.64	17.83	18.00	

HIGH SCHOOL CAFETERIA MANAGER	16.67	16.81	16.91	17.05	17.18	17.36	17.46	17.57	17.78	17.94
-------------------------------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

1

APPENDIX B – Supplemental Stipend

2020-2021										
STEP	1	2	3	4	5	6	7	8	9	12
NETWORK PLUS	\$3,075	\$3,279	\$3,487	\$3,670	\$3,738	\$3,822	\$3,895	\$3,961	\$4,038	\$4,103
CISCO CERTIFIED NETWORK ADMINISTRATOR (CCNA)	\$3,997	\$4,263	\$4,535	\$4,770	\$4,859	\$4,967	\$5,062	\$5,164	\$5,246	\$5,334
APPLE CERTIFICATION	\$3,997	\$4,263	\$4,535	\$4,770	\$4,859	\$4,967	\$5,062	\$5,164	\$5,246	\$5,334
ANY DEGREE with INFORMATION TECHNOLOGY	\$4,305	\$4,590	\$4,882	\$5,115	\$5,232	\$5,349	\$5,454	\$5,562	\$5,623	\$5,745

2020-2021										
STEP	1	2	3	4	5	6	7	8	9	12
PLAYGROUND INSPECTOR	\$1,040	\$1,110	\$1,181	\$1,243	\$1,268	\$1,296	\$1,323	\$1,345	\$1,372	\$1,393
HERBICIDE APPLICATOR	\$260	\$277	\$296	\$311	\$317	\$324	\$330	\$337	\$343	\$349
FORKLIFT TRAINER	\$520	\$555	\$591	\$622	\$633	\$649	\$661	\$672	\$685	\$697

APPENDIX C – Progressive Steps

PROGRESSION STEPS AS APPLIED TO CLASSIFICATIONS OF EMPLOYEES

SHALL BE EARNED BASED UPON THE FOLLOWING SCHEDULE:

<u>Progression Step</u>	<u>Service Required</u>
1	1 - 12 months
2	13 - 24 months

3	25 - 36 months
4	37 - 48 months
5	49 - 60 months
6	61 - 72 months
7	73 - 84 months
8	85 - 96 months
9	97 - 132 months
12	133 or more months

A. Job classification step increase shall be effective with the first day of the anniversary date of the contract. Such calculations will be rounded up provided that the employee has been employed at least three (3) months beyond the number of years of the last progression step. For example, if an employee has worked seven (7) years and three (3) months as of the anniversary date of the contract, he or she would be placed at step 8 until the next anniversary date of the contract.

Classification Series and Classification	Sub-Classifications
--	---------------------

Food Service

Cafeteria Manager	High School
Head Cook	High School
	Middle School, Alternative Center
	Elementary School
Cook Helpers/Cashier	
Cafeteria Attendant	
Food Equipment Operator	

Plant Operations

High School Custodial Manager	High School
Head Custodian	Middle School, Alternative Center, Elementary School
Assistant Custodian	

Maintenance

Trade Skilled: Carpenter	
Trade Skilled: Electrician	
Trade Skilled: Plumber	
Trade Skilled: Painter	
Trade Skilled: Boiler Operator	
Utility Person	
Trade Skilled: Printer	
Groundskeeper	

Equipment Operator

Equipment Operator 2.5 Ton Truck	
Equipment Operator/Mail	

Transportation

Bus Driver	
Bus Aide	
Trade Skilled: Mechanic	

Computer/PC Services

PC Network Support Technician	
Computer Technician	

Secretaries/Clerk-Typist

General Office Support	Food Service, Fixed Assets, Athletic, Family Programs, Switchboard, Registrar, ABLE, Pupil Services, EMIS, Case Manager, Academic Services
Department Support	Maintenance, Transportation, Food Service, Attendance
Accounting Support	Student Activities, Accounts Payable
School Support	Preschool, Elementary, Middle, High, Keifer Academy

Library Services

Elementary Library Technicians	
Library Clerks	

Aides

Paraprofessionals	
General	A.B.L.E, Security Aide Attendants
Aide Skilled: Foreign Language	
Aide Skilled: Visually Handicapped	
Childcare Technician/Van Driver	

Other

SACC Program Technician	

SEUSS GRIEVANCE # _____

Received by: _____

Date: _____

SPRINGFIELD EDUCATIONAL UNITED SUPPORT STAFF

**STEP 1 GRIEVANCE PROCEDURE
(Submit to Immediate Supervisor)**

COMPLAINT BY THE AGGRIEVED

Aggrieved Person _____ Hearing Date _____

Home Address of Aggrieved Person _____ Phone _____

School Area/Grade _____

STATEMENT OF GRIEVANCE

Specify section(s) of the Negotiated Agreement which is (are) claimed to have been violated:

How Violated:

Relief Sought:

Signature of Grievant

Signature of SEUSS

Note: Response of Supervisor or other Administrator on reverse side

STEP 1 GRIEVANCE PROCEDURE

RESPONSE OF SUPERVISOR OR OTHER ADMINISTRATOR

Receipt Date _____
of Step 1 Grievance _____

Aggrieved Person _____

School _____ Date of Step 1 Hearing _____
(within seven (7) days of receipt)

DECISION OF SUPERVISOR (OR OTHER ADMINISTRATOR) AND REASONS THEREFORE
(Written Decision to be given the Aggrieved and the Association within ten (10) days of the hearing)

Date of Decision _____

Signature of Supervisor/Administrator

Names of Association Representative
Present at the Step 1 Hearing:

AGGRIEVED'S ANSWER TO RESPONSE

AGGRIEVED PERSON'S – To be completed by the grievant within seven (7) days of the receipt of the decision.

_____ I accept the decision of the Supervisor/Administrator.

_____ I do not accept the decision and hereby request that this grievance be heard at Step 2.

Date of Grievant's Response to Decision _____

Grievant's Signature _____

DATE APPEAL OF STEP 1 RECEIVED IN PERSONNEL OFFICE _____

Rec. by _____

Date _____ SEUSS GRIEVANCE # _____

**SPRINGFIELD EDUCATIONAL UNITED SUPPORT STAFF
STEP 2 GRIEVANCE PROCEDURE**

COMPLAINT BY THE AGGRIEVED

Aggrieved Person _____ Date of Formal
Presentation (Hearing) _____
(within ten (10) days of receipt)

Home Address of
Aggrieved Person _____ Phone # _____

School _____ Principal _____

Job Assignment _____

STATEMENT OF GRIEVANCE: (formal proceedings initiated as a result of the grievant not being satisfied with the disposition at Step 1, or no decision has been rendered after the informal meeting).

Specify section of the Agreement or Board Policy which is claimed to have been violated.

How violated:

RELIEF SOUGHT:

Signature of Grievant(s)

Signature of SEUSS

NOTE: Response of Supervisor or other Administrator on reverse side.

STEP 2 GRIEVANCE PROCEDURE

RESPONSE OF SUPERVISOR OR OTHER ADMINISTRATOR

Aggrieved Person _____ Receipt Date
Of Step 2 Grievance _____

School _____ Date Grievance
Hearing Was Held _____
(within ten days of receipt)

DECISION OF SUPERVISOR OR ADMINISTRATOR AND REASONS THEREFORE:
(To be submitted within ten (10) days following hearing)

Date of Decision _____

(Signature)

AGGRIEVED PERSON'S RESPONSE: (To be completed by grievant within 7 days of receipt of decision)

___ The above decision of the Supervisor or other administrator is accepted.

___ The above decision is not accepted and hereby request that this grievance be heard at Step 3.

Date of Response _____

(Signature of Grievant)

(Signature of SEUSS)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
SPRINGFIELD EDUCATION UNITED SUPPORT STAFF**

This Memorandum of Understanding is entered into by and between the **Springfield Education United Support Staff** (hereafter referred to as "SEUSS") 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 SEUSS are parties to a collective bargaining agreement, the effective dates of which are May 1, 2020 through August 31, 2021 (hereafter referred to as the "Agreement"); and

WHEREAS, the parties have met to discuss the benefits of having trained employees in areas including, but not limited to, Playground Safety Inspector, Herbicide Application and Forklift Operator/Trainer; and

WHEREAS, the parties have met to discuss the District requirement for Techs to hold their Network Plus Certification as well as maintain a valid and up-to-date certification in order to receive the stipends as listed in Appendix B.

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

1. Article 19 – Wages, Longevity and Travel Rate - Differentials shall be amended as follows:

C. PC Network Technician and Computer Technician stipend as set forth in Appendix B. All certifications/licenses must be current to be eligible for said stipend. It is the responsibility of the employee to recertify as needed. There will be a six (6) month grace period for employees to secure their recertification. Stipends will extend through the grace period but will cease if recertification is not secured within the six (6) month window. Acceptable proof of certification includes a copy of the certificate/license.

F. Custodial/Maintenance Stipends as set forth in Appendix B. If, at the request of the Supervisor, an employee holding a certification is asked to become a District Trainer/Inspector, said employee will be eligible for the corresponding stipend listed in Appendix B. Certifications must be renewed and/or updated to receive stipend(s).

2. Appendix B shall be amended as follows:

Network Plus
Cisco Certified Network Administrator (CCNA)

Apple Certification

Associate Degree or higher (Bachelor/Master/Doctoral) Information Technology or Related Degree including, but not limited to, Computer Science, Software Engineering, Database Administration, Web Development, Computer Programming, Network Engineering, System Administration and Network Management.

2020-2021										
STEP	1	2	3	4	5	6	7	8	9	12
PLAYGROUND INSPECTOR	\$1,040	\$1,110	\$1,181	\$1,243	\$1,268	\$1,296	\$1,323	\$1,345	\$1,372	\$1,393
HERBICIDE APPLICATOR	\$260	\$277	\$296	\$311	\$317	\$324	\$330	\$337	\$343	\$349
FORKLIFT TRAINER	\$520	\$555	\$591	\$622	\$633	\$649	\$661	\$672	\$685	\$697

3. Article 23 – Tuition Reimbursement shall be amended as follows:

Section 1. Educational Assistance. The Board of Education will reimburse the cost of tuition for undergraduate courses successfully completed at an accredited college or university which are directly related to the employee's current position or his preparation for promotion to another position in the District. The maximum reimbursement shall be \$750.00 per year (September 1 through August 31) per full-time employee and \$500.00 per year per part-time employee. Custodial/Maintenance employees will be reimbursed for any successful completion of courses/training resulting in a Certification related to his/her current position or in preparation for promotion to another position within the District. The maximum reimbursement shall be \$750.00 per year (September 1 through August 31) per full-time employee and \$500.00 per year per part-time employee. PC/Computer Techs will be reimbursed for any courses requested or required by the Board to maintain or improve their certification, provided that, in the event the employee voluntarily resigns his/her position within one (1) year thereafter, then he/she will reimburse the Board for such educational expenses. PC/Computer Techs must obtain prior written approval for any such training. Effective upon ratification of this MOU, PC Computer Technicians and Computer Technicians will be required to obtain their Network Plus Certification within the first ninety (90) days of employment (probationary period). Failure to secure the Network Plus Certification may be considered grounds for release. The District will cover all costs associated with this employment requirement, including reimbursement for one (1) test.

- Section 2. Eligibility Restrictions. An employee will be eligible for this reimbursement only for courses enrolled in after completing one year of continuous service in the District. Reimbursement shall be limited to those courses in which the Employee earns a grade of "C" or better (2.0 on a 4.0 point scale or equivalent). The employee must still be employed in the Springfield City Schools at the time payment is made as provided in Section 4 below.
- Section 3. Submission of Requests and Evidence of Completion. Requests for tuition reimbursement must be submitted by the employee to the Director of Human Resources, for approval prior to enrollment. Proof of satisfactory completion, by transcript or otherwise, must be submitted to the Human Resources office within ninety (90) days after the course is concluded.
- Section 4. Payment. Payment will be made to employees in the regular payroll check for work satisfactorily completed during the preceding academic semester or quarter, provided that proof of satisfactory completion and payment have been submitted to the Human Resources Office on or before July 1 and/or February 1. These amounts are not subject to the deduction of taxes or retirement. Failure to file the necessary documentation with the Human Resources Office in a timely manner shall result in a forfeiture of tuition reimbursement. No reimbursement shall be paid to any employee who is not employed in a bargaining unit at the time payment is due.
- Section 5. Ohio Tuition Trust Authority Guaranteed Tuition Program. As soon as possible following the effective date of this Agreement, the Board shall establish the policies and procedures and shall authorize the Superintendent and/or Treasurer to execute agreements or other documents with the Ohio Tuition Trust Authority needed to enable employees 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 of Education.
4. The District will pay all costs associated with the recertification of the Network Plus Certification for all currently employed PC Computer Technicians holding expired Network Plus Certifications or Network Plus Certifications that will expire before June 30, 2019. The District will reimburse for one (1) test. Current PC technicians with expired certifications will maintain the Network Plus Stipend for the 2018-2019 school year.

5. This Memorandum of Understanding is a one-time agreement only and shall not constitute a form of precedent, past practice, or binding effect on any other aspect of the Agreement.
6. This Memorandum of Understanding represents the entire agreement by and between the parties with respect to the above-referenced amendments to the Agreement and any other claimed verbal or informal understandings are hereby null and void and shall have no further force or effect either on the written terms contained in this Memorandum of Understanding or otherwise.
7. This Memorandum of Understanding shall not impact the Agreement between the parties in any other way and shall expire on August 31, 2021.

SEUSS/OEA/NEA

Date: 4/28/2020

DocuSigned by:
Brian D. P. Kimball
By: _____
3D466599D66F0467...
President

**SPRINGFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 4/24/2020

DocuSigned by:
Anita Biles
By: _____
680FFD78F88F44D...
Board President

Date: 4/24/2020

DocuSigned by:
Nicole Cottrell
By: _____
674FA80FEC68460...
Board Treasurer

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
SPRINGFIELD EDUCATION UNITED SUPPORT STAFF**

This Memorandum of Understanding is entered into by and between the **Springfield Education United Support Staff** (hereafter referred to as "SEUSS") 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 SEUSS are parties to a collective bargaining agreement, the effective dates of which are May 1, 2020 through August 31, 2021 (hereafter referred to as the "Agreement"); and

WHEREAS, during the negotiations for the Agreement, the parties agreed to authorize LMC to review the necessity for developing department trainers within classifications where trainers do not currently exist and to determine the pay differential for areas of identified need; and

WHEREAS, the committee has met and come to agreement on those matters.

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

1. Article 19 – Wages, Longevity and Travel Rate; Differentials – Section E shall be amended as follows:
 - E. Custodial Trainers, Food Service Trainers, Secretary/Clerk Typist Trainers, Aide Trainers, Library Service Trainers, Computer/PC Services and Maintenance Trainers shall be paid an additional twenty-five cents (0.25) per hour during training. The Department supervisor shall determine who, if anyone, goes to training and who will be providing the training to new employees or employees in need of re-training.
2. Food Service Trainers will receive compensation retroactive for the 2017-2018 school year for all documented training hours.
3. This Memorandum of Understanding is a one-time agreement only and shall not constitute a form of precedent, past practice, or binding effect on any other aspect of the Agreement.
4. This Memorandum of Understanding represents the entire agreement by and between the parties with respect to the above-referenced amendments to the Agreement and any other claimed verbal or informal understandings are hereby null and void and shall have no further force or effect either on

the written terms contained in this Memorandum of Understanding or otherwise.

- 5. This Memorandum of Understanding shall not impact the Agreement between the parties in any other way and shall expire on August 31, 2021.

SEUSS/OEA/NEA

Date: 4/28/2020

DocuSigned by:
Sam Diep Kimbel
By: 3B4695B9D6FB467...
President

**SPRINGFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 4/24/2020

DocuSigned by:
Anita Biles
By: 690FED78F88F44D...
Board President

Date: 4/29/2020

DocuSigned by:
Nicole Cottrell
By: 674EAB0EEC68460...
Board Treasurer

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
SPRINGFIELD EDUCATION UNITED SUPPORT STAFF**

This Memorandum of Understanding is entered into by and between the **Springfield Education United Support Staff** (hereafter referred to as "SEUSS") 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 SEUSS are parties to a collective bargaining agreement, the effective dates of which are May 1, 2020 through August 31, 2021 (hereafter referred to as the "Agreement"); and

WHEREAS, the parties have met to discuss inconsistencies related to the PC Network Technician and Computer Technician stipends and/or requirements.

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

1. Article 19 – Wages, Longevity and Travel Rate – Differentials-Section C shall be amended as follows:

C. PC Network Technician and Computer Technician stipend is set forth in Appendix B.

2. Appendix B shall be amended as follows:

Network Plus

Cisco Certified Network Administrator (CCNA)

Apple Certification

Associate Degree or higher (Bachelor/Master/Doctoral) Information Technology or Related Degree including, but not limited to, Computer Science, Software Engineering, Database Administration, Web Development, Computer Programming, Network Engineering, System Administration and Network Management.

3. This Memorandum of Understanding is a one-time agreement only and shall not constitute a form of precedent, past practice, or binding effect on any other aspect of the Agreement.

4. This Memorandum of Understanding represents the entire agreement by and between the parties with respect to the above-referenced amendments to the Agreement and any other claimed verbal or informal understandings are hereby null and void and shall have no further force or effect either on the written terms contained in this Memorandum of Understanding or otherwise.

5. This Memorandum of Understanding shall not impact the Agreement between the parties in any other way and shall expire on August 31, 2021.

SEUSS/OEA/NEA

Date: 4/28/2020

DocuSigned by:
Tom DiP. Kunkel
By: _____
384605B9D6FB467...
President

**SPRINGFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 4/24/2020

DocuSigned by:
Anita Biles
By: _____
680EED78E88E44D...
Board President

Date: 4/29/2020

DocuSigned by:
Nicole Cottrell
By: _____
674FAB0FEC68460...
Board Treasurer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 23rd day of April, 2020 by and between the **SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter referred to as "Board of Education") and the **SPRINGFIELD EDUCATION UNITED SUPPORT STAFF** (hereafter referred to as the "Association").

WHEREAS, the Board of Education and the Association are parties to a Collective Bargaining Agreement effective from May 1, 2020 through August 31, 2021 (hereafter referred to as "Contract"); and

WHEREAS, the Agreement contains a provision related to calamity days;

WHEREAS, the parties wish to supplement this provision.

NOW, THEREFORE, BE IT AGREED by and between the Board of Education and the Association as follows:

1. For purposes of Article 15H, the terms "a calamity day as defined by state law" shall be defined as any day that school is closed and meets one of the following:
 - A. A Level II Emergency has been declared by the Clark County Sheriff's Office.
 - B. A Level III Emergency has been declared by the Clark County Sheriff's Office.
 - C. A State of Emergency has been declared by the Governor of the State of Ohio for the entire state or for Clark County, Ohio.
 - D. Inoperability of the school.
 - E. Law enforcement emergency.

In this instance, employees will not suffer a loss of pay if they do not report to work.

2. If school is closed for any other reason, that does not meet the definition of calamity as defined above, unless the employee is required to report to work, the employee shall have the following options:
 - A. The employee may choose not to use leave and may take the option of not being paid for the day.
 - B. The employee may choose to use accrued but unused paid leave (sick leave, personal leave, vacation leave or comp time). The use of leave, or the unpaid absence, shall not count against the employee under the attendance policy or the attendance incentive. If the employee is required to come to work, the employee will only be excused from work by using the appropriate paid leave.

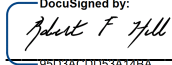
Employees without accrued paid leave may elect to be advanced from the District sick leave day(s) to be used for the school closure. Advanced sick leave must be paid back to the District before the employee can begin banking sick leave.

- C. Subject to supervisory approval, the employee will be given the opportunity to make up some or all of the missed hours before or after their daily contracted start and end time, as long as the hours worked do not exceed more than forty (40) hours in a work week. Hours that are unable to be made up during the work week may be paid by using accrued but unused paid leave. Supervisory approval is not subject to the grievance and arbitration process.
3. If an employee is required to work on the aforementioned and defined calamity day, the employee will receive comp time for each hour worked.

IN WITNESS WHEREOF, a duly authorized representative of the **SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION** and a duly authorized representative of the **SPRINGFIELD EDUCATION UNITED SUPPORT STAFF** have executed this Agreement on the date set forth above.

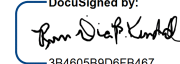
Date 4/28/2020

SPRINGFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION

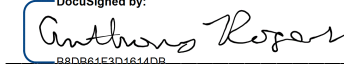
By 
95D3ACDD53A14BA...
Superintendent

Date 4/28/2020

SPRINGFIELD EDUCATION UNITED SUPPORT STAFF

By 
3B4605B9D8EB467...
President

Date 4/28/2020

By 
88D964E3D4844DB...
Vice President