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NEGOTIATED AGREEMENT

between the

SPENCERVILLE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

SPENCERVILLE EDUCATION ASSOCIATION

July 1, 2024 – June 30, 2027

TABLE OF CONTENTS

ARTICLE I – RECOGNITION

A. Definitions....1

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Directing Requests....2
B. Negotiation Meetings....2
C. Representation....2
D. Information....2
E. While Negotiations are in Process....2
F. Agreement....3
G. Disagreement....3
H. Definitions....3

ARTICLE III – MANAGEMENT RIGHTS....3

ARTICLE IV – ASSOCIATION RIGHTS....4

ARTICLE V – SEVERABILITY....5

ARTICLE VI – GRIEVANCE PROCEDURE

A. Purpose of Grievance Procedure....5
B. Informal Procedure....6
C. Formal Grievance Procedure....6
D. Scope of Grievance Application....7
E. Professional Rights Provision....7
F. Miscellaneous Grievance Procedure....7
G. Exclusivity of the Grievance Procedure....8

ARTICLE VII – LEAVES OF ABSENCE

A. Sick Leave....8
B. Sick Leave Bank....9
C. Maternity Leave....10
D. Child Care Leave....10
E. Professional Leave....11
F. Personal Leave....12
G. Assault Leave....13
H. Family and Medical Leave....14

ARTICLE VIII – SEVERANCE PAY....18

ARTICLE VIX – PAYDAYS....18

ARTICLE X – ASSOCIATION DUES DEDUCTION....19

ARTICLE XI – REGULAR TEACHER SALARIES....19

ARTICLE XII – SUPPLEMENTAL SALARIES....20

ARTICLE XIII – TUITION REIMBURSEMENT....21

ARTICLE XIV – PERSONNEL FILES....22

ARTICLE XV – EMPLOYEE EVALUATION....23

ARTICLE XVI – OHIO RESIDENT EDUCATOR PROGRAM

A. Mentors....23
B. Compensation....23
C. Protections....23

ARTICLE XVII – COLLEGE CREDIT PLUS....24

ARTICLE XVIII – THIRD GRADE READING GUARANTEE....24

ARTICLE XIX – CONTRACTS....24

ARTICLE XX – REDUCTION IN FORCE....24

ARTICLE XXI – INSURANCE BENEFITS....25

ARTICLE XXII – REPRESENTATION....26

ARTICLE XXIII – VACANCIES AND REQUESTED TRANSFERS

A. Vacancies and Requested Transfers....26
B. Involuntary Transfers....26

ARTICLE XXIV – TUITION-FREE ENROLLMENT....27

ARTICLE XXV – COMMON PLANNING TIME....27

ARTICLE XXVI – OCCUPATIONAL SAFETY AND HEALTH....28

ARTICLE XXVII – CRIMINAL RECORDS CHECK....29

ARTICLE XXVIII – BCI/FBI LICENSURE REIMBURSEMENT....29

ARTICLE XXIX – ENTIRE AGREEMENT 29

ARTICLE XXX – DURATION 30

APPENDIX A – CERTIFICATED TEACHER SALARY SCHEDULE 31
APPENDIX B – EXTRA CURRICULAR POSITIONS/SALARIES 34
APPENDIX C – GRIEVANCE REPORT FORM 43
APPENDIX D – TUITION REIMBURSEMENT APPLICATION 44

ARTICLE I – RECOGNITION

The Spencerville Local School District Board of Education (the "Board") recognizes the Spencerville Education Association, OEA/NEA (the "Union"), as the sole and exclusive representative, for purposes for and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, librarians, media specialists, substitutes after they have taught in one specific teaching position for sixty (60) consecutive school days in a school year, and department heads. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, non-certificated employees, other substitutes, tutors, confidential employees, management-level employees and supervisors. Tutors will not be used for work other than the tutoring for which they are employed. Employees in the bargaining unit shall be referred to generally as "teachers" in this Agreement unless otherwise provided.

A. DEFINITIONS

1. Association means the Spencerville Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.

2. Board means the Board of Education of the School District of Spencerville Local that is a party to this agreement.

3. Day means calendar day except when otherwise indicated in this agreement.

4. District means the employer known as the Spencerville Local School District Board of Education.

5. Employer means the same as District.

6. Employee means a person who is a member of the bargaining unit as defined in Article I(A) of this Agreement.

7. Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.

8. NEA means the National Education Association.

9. OEA means the Ohio Education Association.

10. SEA means the Spencerville Education Association. The same as union.

11. Teacher means the same as Employee. i.e., a member of the bargaining unit.

12. Union means the same as Association.

13. Unless indicated otherwise in this agreement, part time means an employee who is employed for less than the regular school day or school week and is not a substitute.

ARTICLE II – NEGOTIATION PROCEDURE

A. DIRECTING REQUESTS

Requests in writing for negotiation meetings from the Union will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Union.

B. NEGOTIATION MEETINGS

Requests for negotiations shall be made after March 1 but no later than sixty (60) days prior to the expiration of the contract. The first bargaining session shall be held at a mutually agreed to time and date within thirty (30) days of the request. All items proposed by the parties shall be written and submitted to the representative (s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. As used in this Article, the terms "Board" and "Union" shall be construed to include their respective representatives. Time and dates as used in this article may be changed by mutual agreement.

C. REPRESENTATION

Representation at the bargaining table shall be limited to five (5) representatives from the Board and five (5) representatives from the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board and of the Union shall meet at mutually agreed times to bargain in good faith. While no final agreement shall be executed without ratification by the Union and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Union. The Board shall make copies of school district policies available in each building office and/or library.

D. INFORMATION

Upon reasonable written request, each party shall provide the other, within a reasonable time, with information and data which is available to that organization, its affiliates and its representatives and which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the other party's proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus – The Chairman of either group may recess his group for independent caucus of reasonable duration at any time.

2. Protocol – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.

4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

F. AGREEMENT

When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Union for ratification and to the Board for approval.

G. DISAGREEMENT

In the event the parties are unable to reach agreement, at any time prior to forty-five (45) days before the expiration date of this Agreement, either may call for mediation. The Mediator may be selected by agreement. If agreement on selection of a Mediator is not reached within five (5) calendar days after the call for mediation, a joint letter shall be written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a Mediator. Both parties shall share equally in the costs of the Mediator. The Mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Union shall have the right to proceed in accordance with Section 4117.14(D)(2), of the Ohio Revised Code, and Section 4117.18 (C) of the Ohio Revised Code.

H. DEFINITIONS

The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

1. The parties have established the procedures set forth in this Article as their mutually agreed upon negotiations dispute resolution procedure.

ARTICLE III – MANAGEMENT RIGHTS

A. Except as specifically abridged, delegated, granted or modified by a specific and

express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, by way of illustration, areas of discretion or policy such as functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; determine the work hours and the overall methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote or terminate teachers for just cause; lay off, transfer, assign, schedule, promote, non-renew or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; and the administration's right to direct, assign, supervise, evaluate, schedule, and transfer teachers.

B. The Union acknowledges that during the negotiations leading to the execution of this Agreement, it had a full opportunity to submit all items appropriate to collective bargaining and that, except as expressly provided in this Article, it waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement.

ARTICLE IV – ASSOCIATION RIGHTS

A. The Union shall have the right to make reasonable use of school office bulletin boards to post informational notices and may make use of school district intra-school mail. Before posting a notice on a school bulletin board, the Union shall for communication purposes inform the building principal.

B. Authorized representatives of the Union may transact Union business on school property. The transaction of such Union business shall not interfere with the regular teacher workday or with other school activities. Upon advance written request and permission of the appropriate administrator, the Union may use school district buildings for meetings outside the regular teacher workday. The appropriate administrator shall not unreasonably withhold permission for the Union to use school district buildings.

C. Each fall the Board shall provide the Union president with the staff directory at no cost to the Union.

D. The Superintendent shall make available to the Union President, on the second day before each regular Board of Education meeting, a copy of the agenda for that meeting.

E. Provided the Union gives advance notice to the appropriate administrator, a Union representative shall be given reasonable time for announcements and discussion of Union activity at faculty meetings.

ARTICLE V – SEVERABILITY

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

A grievance is a claim by the Union or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement.

Aggrieved person shall mean any person(s) in the bargaining unit making the complaint or the Union. In the event more than one person files the same complaint, each shall sign the grievance. Such person or group may be represented by a representative of the Union's choosing at any formal level of this procedure.

Bargaining Unit shall mean teachers as defined in Article I of this contract.

The time limits contained in this Article shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the District due to vacation or professional leave, the appeal period shall be extended to accommodate such absence.

Days in this Article means regular teacher work days during the regular school year and weekdays except for holidays during the summer.

A. PURPOSE OF GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to grievances of all members in the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

B. INFORMAL PROCEDURE

1. Level One

A person with a grievance shall first discuss it with his principal, within fifteen (15) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally.

C. FORMAL GREIVANCE PROCEDURE

1. Level Two

If the aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim within twenty (20) days of the incident giving rise to the grievance as a formal grievance in writing to his/her principal. (See Form Appendix C)

The principal shall within five (5) school days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Chairman of the SEA – PR&R Committee and to the Superintendent.

2. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the principal within five (5) days. The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, and all parties involved, for the purpose of resolving the grievance. The Superintendent shall, within five (5) days after this meeting, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the Association and the principal.

3. Level Four

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days, advise the Superintendent in writing of his/hers desire to proceed to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

Within five (5) days after receipt by the Superintendent of the request for arbitration, the parties shall jointly petition the American Arbitration Association for a list of names from which the Arbitrator shall be selected in accordance with the Rules of the American Arbitration Association.

Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The Arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Union and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

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

Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne entirely (100%) by the losing party.

D. SCOPE OF GRIEVANCE APPLICATION

This grievance procedure governs all members of the bargaining unit of the school district.

E. PROFESSIONAL RIGHTS PROVISION

No reprisals of any kind will be taken by either party against any party in interest, any school representative, any member of the SEA, or any other participant in the grievance procedure by reason of such participation.

F. MISCELLANEOUS GRIEVANCE PROCEDURE

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.
2. The parties shall attempt to expedite the processing of a grievance in order to resolve the grievance before the end of a school year.
3. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

G. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof.

It is expressly understood and agreed that neither the Union nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Board's representative shall be final and binding upon the grievant, the Union, the administration and the Board. It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

ARTICLE VII – LEAVES OF ABSENCE

A. SICK LEAVE

1. Each teacher shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of ten (10) days of sick leave which has not yet actually been earned shall be advanced in each school year to all new teachers and to returning teachers who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance such days as required for the absence of a teacher which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the teacher's final paycheck.

2. Sick leave may be accumulated up to a total of two hundred and twenty (220) days for retirement purposes and two hundred and thirty-five (235) days for reasons set forth in paragraph 3 of this section.

3. Sick leave, upon approval of the appropriate administrator, may be used for:
   a. Personal illness or injury.
   b. Exposure to contagious disease which could be communicable to other employees.
   c. Illness, injury, or death in the teacher's "immediate family." "Immediate family" is defined as:
      (1) the teacher's spouse, children, parents, brother, sister, or anyone who has virtually held the position of parent or child, in the case of illness or injury; and
      (2) the above-listed persons and the teacher's grandparents, grandchildren, aunts, uncles, in-laws bearing any of these same relationships, and any other person who is a permanent resident of the teacher's household, in the case of death.
   d. The teacher's pregnancy.

4. In the event of a death in the immediate family, an employee may use up to a maximum of five (5) days of sick leave, only when the absence from duty is required because of personal responsibilities or personal bereavement. If the employee must travel out of state for funeral services, he/she shall be awarded an additional two (2) days of sick leave. The Superintendent may extend the number of sick leave days available for death in the immediate family upon satisfactory evidence of justifying circumstances.

The Superintendent may allow the utilization of sick leave for bereavement for non-immediate family on a case-by-case basis.

5. All absences which qualify for sick leave will be deducted from sick leave. Sick leave and personal leave are not interchangeable.

6. A teacher must notify his/her principal or designee of any absences by at least 6:30 a.m. on the day of absence so that appropriate arrangements can be made to secure a substitute. Adequate lesson plans from the teacher must be available to the substitute.

7. The teacher must submit sick leave absence through method approved by superintendent immediately upon his or her return to work after the absence, justifying the use of sick leave. If medical attention was required, the teacher must list the name and address of the attending physician and the dates when he was consulted.

8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.

9. All employees who are absent for reason of sick leave one day (1) or less during each semester of a school year shall receive an attendance incentive equal to the then-effective per diem rate for District substitutes for each semester the incentive is earned. This shall be paid in the second pay of June of the school year in which the incentive is earned.

B. SICK LEAVE BANK

1. When in the judgment of a teacher's physician, the teacher will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the teacher and additional days are still needed, then he/she may request that additional days be transferred from the other teachers' accumulated sick leave on a voluntary basis. The Treasurer of the Board shall establish a procedure for the transfer. Similarly, if a teacher has a spouse, parent, or child who is suffering from a catastrophic illness or injury and the teacher is needed to care for the spouse, child, or parent, then the teacher may request to participate in the sick leave bank program.

   These additional limitations will apply to this paragraph:

   a. the receiving teacher must have been employed for at least five (5) consecutive years by the Board under regular contract;
   b. donations from a teacher must be for whole days only;
   c. it cannot be used if the teacher has applied for disability retirement;
   d. no more days can be given than needed by the teacher to serve out the regular school year;
   e. the teacher must exhaust his/her own sick leave first;
   f. the teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

C. MATERNITY LEAVE

1. A teacher may use her accumulated sick leave for pregnancy related or childbirth related disability. A teacher may use accumulated sick leave for absence of up to six (6) calendar weeks for adoption of a pre-school child, beginning on the day the adoptive parent(s) receives the child. If both parents are on staff, they may elect to take such leave (but not concurrently) for intervals which when combined shall not exceed six (6) calendar weeks in length. Advance notice of a minimum of four (4) weeks shall be given to the Board where possible.

2. If a teacher has insufficient sick leave to cover the periods of time specified in paragraph (1) above, the Board, upon the teacher's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability.

3. A teacher returning from maternity leave shall be placed in her prior position, if feasible, or in a comparable position for which she holds certification.

4. A teacher on maternity leave under this Article shall have no break in district service and shall remain on payroll records so that she may purchase at her own expense any group insurance benefits available to bargaining unit teachers.

D. CHILD CARE LEAVE

1. A teacher who has completed three (3) or more continuous school years of service in the District, upon written request, shall be granted a leave of absence without pay to care for the teacher's newborn infant or adopted child who is less than one (1) year old when received by the adoptive parent(s). The written request must be submitted at least three (3) weeks before the beginning of the child care leave except where the adoption placement is unanticipated as early as three (3) weeks. The notice shall state the date of birth or adoption, age of adoptive child, and beginning and ending dates of the leave. Such leave may not exceed two (2) semesters and shall end to coincide with the beginning or end of a semester. Such written requests may only be rejected if the Board after a reasonable effort is unable to find a replacement deemed suitable by the Superintendent based upon certification, experience, references, and other educational reasons that are not arbitrary or capricious.

2. For purposes of seniority, a teacher on a leave of absence shall not advance in seniority but said teacher's continuity of service shall not be disrupted. A teacher shall not be given experience credit on the salary schedule for the period of such leave. Each certificated employee on leave of absence shall declare in writing to the Superintendent by April 15 or November 15 immediately prior to the expiration of such leave as to his or her intention of returning to service. Failure of the certificated employee to supply a statement of intent by such date shall be deemed a resignation of his/her contract of employment.

3. A teacher on leave of absence shall be permitted to purchase, at no cost to the Board of Education, insurance benefits that are provided by the Board of Education to other

teachers. A teacher on leave of absence shall reimburse the Board of Education for any contribution the employer is required to make to STRS on behalf of such teacher for the term of such leave if such teacher opts to contribute the STRS for the period of such leave.

4. A teacher returning from a leave of absence shall be restored to a teaching position for which such teacher is certificated.

5. If the Ohio General Assembly enacts legislation mandating childcare leave, this entire provision on childcare leave shall be a subject in the next negotiations.

E. PROFESSIONAL LEAVE

1. Request for Leave

   a. Teachers may attend approved professional meetings, conferences, or visitations which provide the opportunity to advance professionally. No more than three (3) professional leave days will be approved per year for a teacher.

   b. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

   c. Request for professional leave shall be submitted through method approved by superintendent. Requests shall be initiated at least thirty (30) working days prior to the request leave. After consideration, the principal will forward the request to the Superintendent who may approve or deny the request.

   d. Exception to the thirty (30) day advance notice may be allowed if the staff member can demonstrate that he did not receive adequate advance notice.

   e. Leave Request submissions through method approved by superintendent must be detailed and be complete. Incomplete submissions will be promptly declined and will not be considered until they are completed and resubmitted.

   f. Attendance at competitive athletic events or attendance at coaching clinics in conjunction with attendance at athletic events will only be approved as professional leave at the discretion of the Superintendent.

2. Reimbursement Requests – Reimbursement will be paid for the actual, necessary and reasonable expenses of:

   a. Commercial carrier fare, as supported by receipts, or mileage for use of personal vehicle based on the IRS Standard rates of January 1 of each calendar year.

   b. Overnight travel meals and lodging as supported by receipts, up to the limit annually adopted by the Board.

c. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to the conduct of official school district business, as supported by receipts.

Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave with a typed report attached giving an evaluation of the meeting or visitation.

3. Two (2) professional leave days shall be granted per school year for each of two teachers attending state level assemblies of the OEA, provided that the Union pays the cost of substitute teachers on those days and for out-of-pocket expenses of the teachers. Requests for professional leave under this paragraph shall be subject to the procedures and deadlines of paragraph (1) above.

F. PERSONAL LEAVE

1. The Superintendent will grant each teacher personal leave not to exceed a total of three (3) days not covered by sick leave. Such personal leave days may be used consecutively. Personal leave may not be taken on the day before or the day after a holiday, for the purpose of extending the vacation, during the last eleven (11) school days, or during end-of-year teacher workdays unless approved by the Superintendent. The Superintendent's decision shall not be arbitrary nor capricious. Up to two (2) unused personal leave days may be rolled over to the following year in lieu of payment as in Article F, Section 6.

2. All absences for personal leave must be requested through method approved by superintendent. Where possible, the request for personal leave must be submitted at least five (5) days prior to any intended absence (requests for leave without pay excepted).

3. Five (5) days of personal leave may be used at the discretion of the teacher upon application and approval by the Superintendent. Personal leave must be taken in accordance with established policy and will not be used for any unlawful purpose, or to seek other gainful employment.

4. Falsification of the personal leave request submission or dishonesty in the use of personal leave is grounds for suspension or termination of employment.

5. If a teacher qualifies for time off of work under the FMLA military leave provisions and has insufficient personal leave to allow such time off of work to be paid, the teacher may request that the Superintendent grant the teacher additional paid personal days to cover some or all of the absence. All such personal days that are granted to the teacher by the Superintendent shall be deducted from the teacher's accrued sick leave.

6. Employees not using personal days in any given school year shall be paid the then-effective per diem rate for District substitutes for each unused day. Payment shall be made by the second payroll in June.

G. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.

3. A teacher shall be granted assault leave according to the following rules:

   a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.

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

   c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

   d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

   e. Teachers shall not be permitted to accrue assault leave.

f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

H. FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1250 hours in the 12 months preceding the beginning of the leave. An employee may be eligible for 26 work weeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness. Forms are available in the Treasurer's office.

1. Types of Leave

   An eligible employee may take FMLA leave for the following purposes:

   a. birth and care for a newborn child;

   b. care for, or spend additional time with, an adopted child or foster child;

   c. care for a spouse, child, parent or in limited circumstances, next of kin with a serious health condition (if person cared for is a "covered service member," then leave allowed is 26 weeks);

   d. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job or;

   e. response to a "qualifying exigency" that arises because a spouse, child or parent is on active duty or has been called to active duty as a member of the National Guard or Reserves in support of a contingency operation.

   An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

2. Spouses Employed by the District

   If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to twelve (12) weeks. An employee may not take FMLA leave to care for a parent-in-law.

If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service member is limited to twenty-six (26) weeks.

3. Intermittent and Reduced Leave

   Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

   Reduced leave is a leave scheduled that reduces the employee's usual number of hours per workweek or hours per workday.

   Intermittent or reduced leave is available only for the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

   The employee who wishes to use intermittent or reduced leave must have the prior approval of the Board/designee. Although the Board/designee and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent or reduced leave schedule.

   The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

4. Benefits

   The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave. The employee should make arrangements with the Treasurer to pay the employee's share of health insurance (e.g. family coverage) prior to the beginning of the FMLA leave.

   The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

5. Notice

   When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make

reasonable attempts to schedule treatment so as not to disrupt the District's operations.

The Board may deny the leave if the employee does not meet the notice requirements.

6. Certification

   The Board may require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the District.

   Upon the employee's return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

7. Restoration

   When the employee returns from the leave, the Board restores the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

   Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid ten (10) percent of the employees and whose absence would cause the District to experience a substantial and grievous economic injury.

8. Instructional Employees

   Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers. Limitations apply to instructional employees who take intermittent or reduced leave.

   If the leave requested is:

   a. to care for a family member or for the employee's own serious health condition;

   b. foreseeable based on planned medical treatment and

c. such that the employee would be on leave for more than twenty (20) percent of the total number of working days over the period the leave would extend.

The Board then may require the employee to choose either to:

a. take the leave for a period or periods of a particular duration, not greater than the planned treatment or

b. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Limitations also apply to instructional employees who take leave near the end of a semester. When an instructional employee begins leave more than five (5) weeks before the end of a semester, the Board my require the employee to continue taking leave until the end of the semester if the:

a. leave will last at least three weeks and

b. employee would return to work during the three-(3) week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the five (5) -week period before the end of the semester, the Board may require the employee to continue taking leave until the end of the semester if the:

a. leave will last more than two (2) weeks and

b. employee would return to work during the two (2) -week period before the end of the semester.

When an instructional employee begins leave for a purpose other than the employee's own serious health condition during the three (3) -week period before the end of a semester and the leave lasts more than five (5) working days; the Board may require the employee to continue taking leave until the end of the semester.

9. Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

ARTICLE VIII - SEVERANCE PAY

A. A teacher with ten (10) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth (1/4) the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of fifty-five (55) days of accrued but unused sick leave.

B. The payment shall be based on the teacher's per diem rate at the time of retirement. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.

C. A teacher shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the Board of the State Teachers' Retirement System or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.

D. Regardless of the number of years of service to the Board, the estate of a teacher who dies while under contract or approved leave of absence with the Board shall be entitled to severance pay as set forth in paragraphs A. and B. above.

ARTICLE IX – PAYDAYS

A. Teachers' regular salaries shall be paid over twenty-four (24) paydays on the 10th and 25th days of each month. The salary of a teacher who begins work after the school year has begun shall be prorated over the remaining paydays, so long as the teacher has earned the amount of the first check. A teacher newly employed by the Board upon written request, may be paid by special check after five (5) days' service for those five (5) days' pay. Such teacher's remaining salary for the year shall be prorated over the remaining regular paydays.

B. During the regular school year, except for Christmas - New Year's break, if a payday occurs when teachers are not scheduled to work, the Board shall pay them on the preceding teacher work day. If a payday occurs on a day when the Treasurer's office is closed, the Board has the option to pay in advance of the regular payday if feasible, otherwise on the next succeeding school day.

C. In addition to Association dues deduction, teachers may have payroll deduction upon individual written authorization for:

1. Credit Union;
2. Tax-Sheltered annuities; and
3. Miscellaneous contributions, mutual funds and the like, Diesel Loan repayment, Spencerville Education Foundation, etc.

The Board shall continue its current practice of allowing teachers to purchase eligible service credit from STRS through pre-tax payroll deduction, subject to STRS and IRS requirements.

D. The Board shall pay for supplemental duties promptly after the teacher's completion of those duties. This provision does not preclude the Board from arranging with individual teachers to make partial payment upon completion of a corresponding portion of the supplemental duties.

E. Employees are required to deposit the entire net pay of their check into a checking and/or savings account(s). Monies may be directed to a maximum of three (3) different repositories and/or accounts using a percentage or fixed dollar amount. Electronic direct payroll deposit will be mandatory for regular 24-pay employees. Three (3) changes to the direct deposit accounts, after the initial set-up, are allowed per fiscal year, with a minimum notification period of two (2) weeks to the payroll department for each change. A completed authorization agreement for automatic deposit with an attached canceled check, deposit slip or statement copy so that the transit routing number, which identifies a specific financial institution, can be verified. This agreement is required for the initial setup and any change thereafter. The first initial direct deposit payroll will be as soon as feasible after ratification of this Agreement, therefore allowing time for setup and testing phase. The employee will still receive a pay stub which shows the earnings, taxes, and deductions.

ARTICLE X – ASSOCIATION DUES DEDUCTION

The Board is authorized to deduct the periodic dues, initiation fees, and assessments of members of the Union upon presentation of a written deduction authorization by the individual teacher. Such written authorization shall be transmitted to the district Treasurer by the Union Treasurer by October 15 of the particular school year. The deductions shall cease upon the teacher's submission of a written revocation of the authorization. A copy of the written revocation shall be forwarded by the teacher to the Union President within five (5) calendar days of its submission to the Treasurer.

ARTICLE XI – REGULAR TEACHER SALARIES

A. The regular teacher work year shall consist of one hundred eighty-three (183) days. If a bargaining unit member is required to attend more than two (2) IEP and/or IAT meetings per month that occur outside the contractual workday, thereafter, the bargaining unit member shall be paid his/her per diem rate, on a pro-rated basis, for any additional time spent in such meetings that occur during that month. The Union may make recommendations regarding the calendar for the next school year. Such recommendation(s) must be submitted to the Superintendent by November 1 for consideration. Although the Board must consider timely recommendations from the Union, the Board has sole discretion to adopt the school calendar.

B. A one (1) hour early release will be in effect on the last day prior to Thanksgiving, Christmas and Easter or on other days agreed to by the Association and the Board (maximum of three (3) days).

C. The normal on-duty bargaining unit work day shall be seven (7) hours and thirty-five (35) minutes inclusive of thirty (30) consecutive uninterrupted and duty free lunch and scheduled between 7:20 a.m. to 2:55 p.m. for high school and middle school teachers and

8:20 a.m. to 3:55 p.m. for elementary teachers. This Article in no way limits the Board's authority to require teachers to attend in-service training, faculty meetings, open house and the like outside the on-duty hours. Part-time teachers shall receive a pro-rated paid planning period on days they are employed.

D. Appendix A to this Agreement is the schedule of regular teacher salaries for 2024-2025, 2025-2026, 2026-2027.

July 1, 2024 - $1,500 + 3.8% added to the base salary of $39,141 equal BA-0 of $42,185.

July 1, 2025 – $500 + 3.5% added to the base of $42,185 to equal BA-0 of $44,179

July 1, 2026 – $500 +3% added to the base of $43,631 to equal BA-0 of $46,019

E. The Board will provide teachers with individual salary notices. A newly hired teacher shall be given written notice of his or her initial placement on the salary schedule.

F. Employees in any given school year, shall be paid the following bonuses based on the Overall Rating the District achieves on the Ohio Department of Education and Workforce School Report Card (or equivalent scale). Payment shall be made on the Friday after the second payroll in October:

1. 5.0 Stars – Full-time: $500; Part-time: $250
2. 4.5 Stars – Full-time: $400; Part-time: $200
3. 4.0 Stars – Full-time: $300; Part-time: $150
4. 3.5 Stars - Full-time: $200; Part-time: $100

G. When the student day is delayed due to inclement weather, the regular teacher workday shall be delayed by the same number of minutes. Members of the bargaining unit will not be expected to report for duty on days when the district is closed due to inclement weather.

H. Teachers who are assigned a dual teaching schedule (i.e., assigned to teach at the middle school and elementary school), shall be paid extended days equal to the extra hours worked per school year, paid at the teacher's per diem rate of pay.

I. Re-employed Retirees.

1. Retired teachers shall be placed at Step 10 of the applicable salary schedule based on current degree held upon re-employment following STRS service retirement. Re-employed retirees shall not be credited with Step increases or advance horizontally on the salary schedule based on the completion of additional training or certifications.
2. Retired teachers shall be issued one-year contracts which shall automatically expire at the end of the applicable school year without notice of non-renewal

or evaluation procedures. Such teachers shall not be eligible for continuing contract status.

3. Retired/rehired teachers shall be eligible for health insurance benefits in accordance with Article XXI(A).
4. It shall be at the Board's discretion whether a retiree is hired and/or retained.
5. Retired/re-hired teachers shall not accrue seniority.

ARTICLE XII – SUPPLEMENTAL SALARIES

A. Teachers employed for supplemental duties shall be paid in accordance with Appendix B to this Agreement, calculated on the base salary.

B. Supplemental contracts shall be for no longer than one (1) school year and shall expire automatically, without further action or notice by the Board.

C. The listing of a position on the supplemental schedule does not require the Board to fill it. The decision of whether and when to fill a vacancy shall be the sole prerogative of the Superintendent.

D. The Board will provide partial compensation, on the following pro-rated basis, if supplemental contract employees do not fully perform their supplemental contract(s) due to the cancellation of the contracted season as a result of a public health emergency, natural disaster, or other circumstance outside of the Board's direct control:

Preseason completed = 1/3 total compensation
At least 50% of season completed = 2/3 total compensation

The percentage of the season that is completed shall be determined by the administrator along with the holder(s) of the supplemental contract. The administrator shall make the final determination.

ARTICLE XIII – TUITION REIMBURSEMENT

A. To be eligible for participation in the tuition reimbursement program, a bargaining unit member must:

1. Be under full-time or part-time contract at the District prior to applying for reimbursement for courses under this program.

2. Hold a provisional certificate/license or higher in the field in which the bargaining unit member is serving.

3. Take courses in the bargaining unit member's actual teaching field of service or in other areas approved in advance by the Superintendent within the field of education.

4. Take courses from an institution approved for teacher education and approved by the Superintendent.

5. Complete the course with a grade B or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The bargaining unit member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.

6. Remain an employee of the Board for a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the bargaining unit member's last check or by the bargaining unit member paying the Treasurer directly.)

B. Application shall be made and approval shall be obtained in the following manner:

1. Applications shall be submitted to the Superintendent's office by May 15 for summer session, by the first Wednesday after Labor Day for fall quarter or semester, by December 1 for winter quarter or second semester, and by February 15 for spring quarter.

2. Applications shall be approved or disapproved by the Superintendent. Priority shall be given to bargaining unit members enrolled in courses needed to upgrade their skills to meet school goals, to bargaining unit members enrolled in classes for recertification, and to bargaining unit members enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.

3. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.

C. Reimbursement will be made in accordance with the following manner:

1. The Board shall allocate funds for each July 1 to June 30 allocation period.

2. Bargaining unit members shall be reimbursed approved tuition costs up to a total reimbursement of fifty percent 50% of approved tuition cost up to a total of $1,000 per member, per allocation period (July 1 to June 30). This will be prorated for part-time employees.

3. Reimbursement shall not exceed the actual cost of tuition.

4. Payment shall be made upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. By June 30 of each year, a teacher who has earned additional college credit must file an official transcript with the Superintendent in order to be eligible for reimbursement during the next year (July 1 - June 30).

ARTICLE XIV – PERSONNEL FILES

A. The Board shall maintain only one (1) official file on each employee. This shall not preclude the treasurer's office from maintaining documentation of an employee's expense vouchers and leave records or a principal from maintaining documents relative to a particular teacher.

B. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at no cost. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files.

C. Teachers shall have the right to submit a written commentary to any material at the time it is placed in the file. Such written comments shall be attached to the item in the file.

ARTICLE XV – EMPLOYEE EVALUATION

The teacher evaluation policy has been adopted by the Board in conformance with R.C. 3319.111. No changes to the policy will be made without the consent of the Union. Any and all provisions of the evaluation shall be subject to the grievance procedure. Bargaining unit members who are not covered by this policy shall be evaluated utilizing the same method and forms used during the 2012-2013 school year.

ARTICLE XVI - OHIO RESIDENT EDUCATOR PROGRAM

A. MENTORS

1. Qualifications
   a. The mentor must be approved by his/her building administrator, must have district experience of no less than five (5) years and must meet all eligibility requirements established by the State Board of Education.
   b. The mentor must complete all required training through the State Board of Education require for mentors.

B. COMPENSATION

1. Release time shall be provided to the mentor and/or Resident Educator as mutually agreed upon with the building principal.

2. The maximum number of Resident Educators a mentor may accept is three (3) per year.

3. Mentors shall receive a stipend of $1,000 for their first Resident Educator. If a second Resident Educator is accepted, the mentor shall receive an additional $750. If a third Resident Educator is accepted, the mentor shall receive an additional $500.

4. The stipend is to be paid in June of that school year upon timely completion of duty form.

5. The District will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

6. Inactive mentors shall not receive compensation.

C. PROTECTIONS

1. Other than a notation to the effect that a teacher served as a mentor, the regular district evaluation of the mentor shall not be affected in any aspect by the Resident Educator Program or its demands.

2. In the event that the District does not comply with the Resident Educator Program, the mentor shall not be disciplined and/or adversely affected due to the action(s) and/or inactions(s) of the District.

3. Mentors shall not participate in the evaluation of their assigned Resident Educator and shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. No mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

ARTICLE XVII – COLLEGE CREDIT PLUS

Teachers who are qualified to teach college credit plus courses and teach at least one college credit plus course shall be paid a stipend of $1,000 at the end of the school year.

ARTICLE XVIII - THIRD GRADE READING GUARANTEE

Teachers required to receive training or credentials under the Third Grade Reading Guarantee shall receive reimbursement for the cost of the administration of the reading certification test adopted by the State Board of Education and reimbursement for the cost of any courses or trainings required by the state in order to obtain a reading endorsement or licensure. This reimbursement shall be at full cost and shall be separate and above any requests for tuition reimbursement by the teacher.

Any involuntary transfers to meet the Third Grade Reading Guarantee legislation shall be in accordance with Article XX.

ARTICLE XIX – CONTRACTS

The Board shall issue limited contracts for terms not to exceed five (5) years and the Board will issue continuing contracts to teachers who meet the qualifications of O.R.C. 3319.08 and 3319.11.

ARTICLE XX – REDUCTION IN FORCE

A. The Board, in its sole discretion, may determine to reduce the number of teaching positions because of declining enrollment, District finances or other legitimate reasons. In reducing the number of positions, the Board may non-renew the limited contracts of teachers under O.R.C. 3319.11 or may suspend the contracts of teachers under O.R.C. 3319.17.

B. In carrying out any suspension of contracts under O.R.C. 3319.17, the Board shall calculate seniority based upon the teacher's continuous employment by the Board. If two (2) or more teachers have the same length of continuous employment, then seniority shall be determined by: (1) the date of the Board meeting at which the teacher was hired; (2) then by total teaching experience; and (3) then by determination of the Superintendent.

C. In recalling suspended teachers to vacancies under O.R.C. 3319.17, the Superintendent shall send the teacher a written offer of employment by certified mail to the teacher's most recent address on school records. It is the teacher's obligation to keep his or her address and status of certification current on school district records. If the teacher does not accept the offer in writing within ten calendar days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification.

ARTICLE XXI – INSURANCE BENEFITS

A. The Board shall provide at least one (1) health insurance benefit plan for full-time teachers and their dependents.

1. The premium contribution rates for the plan(s) shall be as follows:

Single	Family	
Board Contribution		
$775	$1,750	2024-2025 school year (effective 1/1/2025)
$800	$1,825	2025-2026 school year (effective 1/1/2026)
$825	$1,900	2026-2027 school year (effective 1/1/2027)

The employees shall be responsible for any difference between the actual premium and the Board contribution. If the Board employs more than one (1) family member, the Board will provide one contribution toward one (1) family plan for the employees.

2. The Board shall pay $2,000.00 cash ($1,000 installments in the middle and end of the year) for teachers who do not elect any health insurance coverage. In order to be eligible for this benefit, employees must provide the Treasurer with proof of coverage

through another source. If any Flexible Spending Account funds remain at the end of the Plan year, 50% will go to employee wellness expenditures and 40% will go to the Spencerville Education Foundation and 10% to the Spencerville Education Association Scholarship Fund. Flexible Spending Accounts will also be available to teachers to tax shelter their premium participation and amounts beyond that (up to the current IRS limits on voluntary employee contributions) designated by the teacher. The Board shall pay all administrative costs for having Flexible Spending Accounts.

3. Flexible Spending Accounts may be used for child care, elder care, or health care pursuant to IRS regulations.

B. The Board shall provide, at no cost to the teacher, group term life insurance coverage in the amount $40,000 for each full-time teacher, $30,000 for each 3/4-time teacher, and $20,000 for each half-time teacher.

C. The Board shall provide group dental insurance coverage to enrolling employees and their eligible dependents equal to the plan currently known as the Allen County Schools Council of Government Dental Plan. On behalf of employees who enroll, the Board shall pay up to $88 for the duration of the contract.

D. The Board may determine the manner and means by which the insurance benefits plan shall be implemented.

ARTICLE XXII – REPRESENTATION

If a teacher reasonably believes that an investigatory interview with an administrator may result in disciplinary action, the teacher may request the presence of an Association representative. Evaluation conference shall not be considered "investigatory interviews."

ARTICLE XXIII – VACANCIES AND REQUESTED TRANSFERS

A. VACANCIES AND REQUESTED TRANSFERS

1. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.

2. The Board shall post all teaching, co-curricular, and administrative vacancies throughout the school year in each building for a period of five (5) work days. Notice of vacancies occurring in the months of June, July, and August, in addition to posting in each building, shall be emailed to the teachers. Vacancies declared in June, July, and August shall be declared closed ten (10) days following the date of the email.

The posting period may be waived by the Superintendent where, for unusual circumstances, a delay in filling the position reasonably could be expected to have a detrimental effect of the District.

3. The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, qualifications, and other education factors.

B. INVOLUNTARY TRANSFERS

1. A teacher will be notified in writing of any involuntary transfer or change in assignment by July 1. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after July 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstance which is not capricious or arbitrary as to the individual being transferred or reassigned.

2. No teacher shall be arbitrarily or capriciously transferred.

ARTICLE XXIV – TUITION-FREE ENROLLMENT

A. A child who resides with a teacher who is his custodial parent and is employed in the bargaining unit but whose residence is outside of the District shall be admitted to the District' schools tuition free subject to the limitations and conditions of this Article.

B. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by July 10 of each year as to the teacher's desire to have his or her children attend the District's schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the District's schools and take all actions needed to supply all information required by law for children being admitted to a school district, including the transfer of records from the district previously attended.

C. If a teacher moves out of the school district during the school year or is issued a contract after July 10, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his or her children, along with the other information normally required for admission.

D. If the Superintendent determines that the cost of educating a particular child admitted under this Article exceeds the general per pupil cost of the District, he shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District's schools. A teacher shall not be responsible for such excess cost unless the Superintendent has given the teacher thirty (30) days' written notice of the amount and the teacher has kept the child enrolled beyond those thirty (30) days in the District. The Superintendent's determination may not be challenged or grieved except on the basis that this determination has been arbitrary or capricious.

E. The admission of a pupil under this Article shall not require the District to begin or implement any new program, create a class or type of instruction, or add staffing.

F. The Superintendent in his sole discretion may assign or reassign any pupil admitted under this Article.

ARTICLE XXV – COMMON PLANNING TIME

A. Teachers who do not have a schedule that permits common planning time may meet a maximum of four (4) sessions a year for the purpose of common planning. These meetings are to be held sometime other than regular school hours. Each meeting must be at least one (1) hour in length. There must be an agenda for each meeting which has received the prior approval of a building principal. A written record of the meeting must be kept and submitted to a building principal for approval. The common planning hour will be valid only if at least 75% of the group is in attendance.

B. Teachers will be compensated at the rate of twenty-three dollars ($25.00) per planning session (not to exceed four sessions per year).

C. This Article in no way limits the Board's authority to require teachers to attend in-service training, faculty meetings, open house and the like outside the on-duty hours without compensation.

ARTICLE XXVI – OCCUPATIONAL SAFETY AND HEALTH

A. Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph C(1-2) below.

B. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a non-renewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the non-renewal pursuant to R.C. §3319.11.

C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal, within five (5) work days of the occurrence of the alleged violation.

2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within five (5) work days of the supervisor's or principal's response. If the supervisor or principal does not respond by his deadline, then the employee or Association may file their appeal within five (5) work days of that deadline. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XXVII – CRIMINAL RECORDS CHECK

A. The parties acknowledge the R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction of guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:

1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.

2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record reports, the basis for required release from employment under the law.

3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

B. This Article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The bargaining unit member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal, non-renewal, or termination or employees. The release of an employee pursuant to this Article is not subject to the grievance procedure.

ARTICLE XXVIII – BCI/FBI LICENSURE REIMBURSEMENT

The School District will reimburse employees for one (1) BCI/FBI check and one (1) license renewal every five (5) years.

ARTICLE XXIX – ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Union and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Union and between the Board any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this agreement only and no prior agreements, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

ARTICLE XXX – DURATION

Except as provided otherwise in this Agreement or an attached schedule, this Agreement shall become effective July 1, 2024, and shall remain in full force and effect through and including June 30, 2027.

FOR THE ASSOCIATION

Keith Lenhart

Tom Shumate

Sydney Koenig

Date 5-29-24

FOR THE BOARD OF EDUCATION

Board President

Treasurer

Date 5-21-2024

SPENCERVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE

EFFECTIVE JULY 1 THROUGH JUNE 30

2024 2025 SCHOOL YEAR

BASE: $42,185 $1,500 on prior years base + 3.8%

STEP/ Years Experience	INDEX		BACHELOR	INDEX		5 Year 150 HOURS	INDEX		MASTERS	INDEX		MASTER+18
0	1.0000		$42,185	1.0380		$43,788	1.0950		$46,193	1.1330		$47,796
1	1.0380		$43,788	1.0810		$45,602	1.1430		$48,217	1.1860		$50,031
2	1.0760		$45,391	1.1240		$47,416	1.1910		$50,242	1.2390		$52,267
3	1.1140		$46,994	1.1670		$49,230	1.2390		$52,267	1.2920		$54,503
4	1.1520		$48,597	1.2100		$51,044	1.2870		$54,292	1.3450		$56,739
5	1.1900		$50,200	1.2530		$52,858	1.3350		$56,317	1.3980		$58,975
6	1.2280		$51,803	1.2960		$54,672	1.3830		$58,342	1.4510		$61,210
7	1.2660		$53,406	1.3390		$56,486	1.4310		$60,367	1.5040		$63,446
8	1.3040		$55,009	1.3820		$58,300	1.4790		$62,392	1.5570		$65,682
9	1.3420		$56,612	1.4250		$60,114	1.5270		$64,416	1.6100		$67,918
10	1.3800		$58,215	1.4680		$61,928	1.5750		$66,441	1.6630		$70,154
11	1.4180		$59,818	1.5110		$63,742	1.6230		$68,466	1.7160		$72,389
12	1.4560		$61,421	1.5540		$65,555	1.6710		$70,491	1.7690		$74,625
13	1.4560		$61,421	1.5540		$65,555	1.6710		$70,491	1.7690		$74,625
14	1.4560		$61,421	1.5540		$65,555	1.6710		$70,491	1.7690		$74,625
15	1.4940		$63,024	1.5970		$67,369	1.7190		$72,516	1.8220		$76,861
16	1.5320		$64,627	1.6400		$69,183	1.7670		$74,541	1.8750		$79,097
17	1.5320		$64,627	1.6400		$69,183	1.7670		$74,541	1.8750		$79,097
18	1.5320		$64,627	1.6400		$69,183	1.7670		$74,541	1.8750		$79,097
19	1.5320		$64,627	1.6400		$69,183	1.7670		$74,541	1.8750		$79,097
20	1.5900	(.058)**	$67,074	1.7030	(.063)**	$71,841	1.8350	(.068)**	$77,409	1.9480	(.073)**	$82,176
21	1.5900		$67,074	1.7030		$71,841	1.8350		$77,409	1.9480		$82,176
22	1.6480	(.058)**	$69,521	1.7660	(.063)**	$74,499	1.9030	(.068)**	$80,278	2.0210	(.073)**	$85,256

**20 and 22 STEP/YEARS INDEX = REGULAR INDEX + .02

1. Employees may be approved for extended service days, to be paid at the per diem rate based on their current base salary, only upon prior approval by the Board, or designee.

2. Approved mileage will be reimbursed at the rate set by IRS as of January of each calendar year, effective for the entire calendar year.

* *

1. This schedule is based on 183 duty days.
2. Unless subject to No. 6 below, experienced teachers coming into the school system will be granted a maximum of 10 years of experience on the schedule, if they have taught ten or more years previously. Up to 5 years of military service may be recognized for experience credit.
3. One year's training is defined as 30 semester hours of credit, which are approved by the State Board of Education for certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.
4. To ensure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.
5. The Superintendent, or designee, shall determine the training and experience of each teacher and shall administer the salary schedule and Board policies, subject to Board approval.
6. Additional steps as to 15 years, determined by the Board, may be added for extra time involved or for some types of specialized training or when the Board determines it is necessary to fill vacant positions with high quality applicants.

APPENDIX A

SPENCERVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE

EFFECTIVE JULY 1 THROUGH JUNE 30

2025 2026 SCHOOL YEAR

BASE: $44,179 $500 on prior years base +3.5%

STEP/ Years Experience	INDEX	BACHELOR	INDEX	5 Year 150 HOURS	INDEX	MASTERS	INDEX	MASTER+18
0	1.0000	$44,179	1.0380	$45,858	1.0950	$48,376	1.1330	$50,055
1	1.0380	$45,858	1.0810	$47,757	1.1430	$50,497	1.1860	$52,396
2	1.0760	$47,537	1.1240	$49,657	1.1910	$52,617	1.2390	$54,738
3	1.1140	$49,215	1.1670	$51,557	1.2390	$54,738	1.2920	$57,079
4	1.1520	$50,894	1.2100	$53,457	1.2870	$56,858	1.3450	$59,421
5	1.1900	$52,573	1.2530	$55,356	1.3350	$58,979	1.3980	$61,762
6	1.2280	$54,252	1.2960	$57,256	1.3830	$61,100	1.4510	$64,104
7	1.2660	$55,931	1.3390	$59,156	1.4310	$63,220	1.5040	$66,445
8	1.3040	$57,609	1.3820	$61,055	1.4790	$65,341	1.5570	$68,787
9	1.3420	$59,288	1.4250	$62,955	1.5270	$67,461	1.6100	$71,128
10	1.3800	$60,967	1.4680	$64,855	1.5750	$69,582	1.6630	$73,470
11	1.4180	$62,646	1.5110	$66,754	1.6230	$71,703	1.7160	$75,811
12	1.4560	$64,325	1.5540	$68,654	1.6710	$73,823	1.7690	$78,153
13	1.4560	$64,325	1.5540	$68,654	1.6710	$73,823	1.7690	$78,153
14	1.4560	$64,325	1.5540	$68,654	1.6710	$73,823	1.7690	$78,153
15	1.4940	$66,003	1.5970	$70,554	1.7190	$75,944	1.8220	$80,494
16	1.5320	$67,682	1.6400	$72,454	1.7670	$78,064	1.8750	$82,836
17	1.5320	$67,682	1.6400	$72,454	1.7670	$78,064	1.8750	$82,836
18	1.5320	$67,682	1.6400	$72,454	1.7670	$78,064	1.8750	$82,836
19	1.5320	$67,682	1.6400	$72,454	1.7670	$78,064	1.8750	$82,836
20	1.5900 (.058)**	$70,245	1.7030 (.063)**	$75,237	1.8350 (.068)**	$81,068	1.9480 (.073)**	$86,061
21	1.5900	$70,245	1.7030	$75,237	1.8350	$81,068	1.9480	$86,061
22	1.6480 (.058)**	$72,807	1.7660 (.063)**	$78,020	1.9030 (.068)**	$84,073	2.0210 (.073)**	$89,286

**20 and 22 STEP/YEARS INDEX = REGULAR INDEX + .021. Employees may be approved for extended service days, to be paid at the per diem rate based on their current base salary, only upon prior approval by the Board, or designee.

2. Approved mileage will be reimbursed at the rate set by IRS as of January of each calendar year, effective for the entire calendar year.

* *

1. This schedule is based on 183 duty days.
2. Unless subject to No. 6 below, experienced teachers coming into the school system will be granted a maximum of 10 years of experience on the schedule, if they have taught ten or more years previously. Up to 5 years of military service may be recognized for experience credit.
3. One year's training is defined as 30 semester hours of credit, which are approved by the State Board of Education for certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.
4. To ensure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.
5. The Superintendent, or designee, shall determine the training and experience of each teacher and shall administer the salary schedule and Board policies, subject to Board approval.
6. Additional steps as to 15 years, determined by the Board, may be added for extra time involved or for some types of specialized training or when the Board determines it is necessary to fill vacant positions with high quality applicants.

APPENDIX A

SPENCERVILLE LOCAL SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE

EFFECTIVE JULY 1 THROUGH JUNE 30

2026 2027 SCHOOL YEAR

BASE: $46,019 $500 on prior years base +3%

STEP/ Years Experience	INDEX	BACHELOR	INDEX	5 Year 150 HOURS	INDEX	MASTERS	INDEX	MASTER+18
0	1.0000	$46,019	1.0380	$47,768	1.0950	$50,391	1.1330	$52,140
1	1.0380	$47,768	1.0810	$49,747	1.1430	$52,600	1.1860	$54,579
2	1.0760	$49,516	1.1240	$51,725	1.1910	$54,809	1.2390	$57,018
3	1.1140	$51,265	1.1670	$53,704	1.2390	$57,018	1.2920	$59,457
4	1.1520	$53,014	1.2100	$55,683	1.2870	$59,226	1.3450	$61,896
5	1.1900	$54,763	1.2530	$57,662	1.3350	$61,435	1.3980	$64,335
6	1.2280	$56,511	1.2960	$59,641	1.3830	$63,644	1.4510	$66,774
7	1.2660	$58,260	1.3390	$61,619	1.4310	$65,853	1.5040	$69,213
8	1.3040	$60,009	1.3820	$63,598	1.4790	$68,062	1.5570	$71,652
9	1.3420	$61,757	1.4250	$65,577	1.5270	$70,271	1.6100	$74,091
10	1.3800	$63,506	1.4680	$67,556	1.5750	$72,480	1.6630	$76,530
11	1.4180	$65,255	1.5110	$69,535	1.6230	$74,689	1.7160	$78,969
12	1.4560	$67,004	1.5540	$71,514	1.6710	$76,898	1.7690	$81,408
13	1.4560	$67,004	1.5110	$69,535	1.6710	$76,898	1.7690	$81,408
14	1.4560	$67,004	1.5110	$69,535	1.6710	$76,898	1.7690	$81,408
15	1.4940	$68,752	1.5540	$71,514	1.7190	$79,107	1.8220	$83,847
16	1.5320	$70,501	1.5970	$73,492	1.7670	$81,316	1.8750	$86,286
17	1.5320	$70,501	1.5970	$73,492	1.7670	$81,316	1.8750	$86,286
18	1.5320	$70,501	1.5970	$73,492	1.7670	$81,316	1.8750	$86,286
19	1.5320	$70,501	1.5970	$73,492	1.7670	$81,316	1.8750	$86,286
20	1.5900 (.058)**	$73,170	1.6600 (.063)**	$76,392	1.8350 (.068)**	$84,445	1.9480 (.073)**	$89,645
21	1.5900	$73,170	1.6600	$76,392	1.8350	$84,445	1.9480	$89,645
22	1.6480 (.058)**	$75,839	1.7230 (.063)**	$79,291	1.9030 (.068)**	$87,574	2.0210 (.073)**	$93,004

**20 and 22 STEP/YEARS INDEX = REGULAR INDEX + .021. Employees may be approved for extended service days, to be paid at the per diem rate based on their current base salary, only upon prior approval by the Board, or designee.

2. Approved mileage will be reimbursed at the rate set by IRS as of January of each calendar year, effective for the entire calendar year.

* *

1. This schedule is based on 183 duty days.
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5. The Superintendent, or designee, shall determine the training and experience of each teacher and shall administer the salary schedule and Board policies, subject to Board approval.
6. Additional steps as to 15 years, determined by the Board, may be added for extra time involved or for some types of specialized training or when the Board determines it is necessary to fill vacant positions with high quality applicants.

APPENDIX B

EXTRACURRICULAR POSITIONS AND SALARIES
2024-2025 SCHOOL YEAR - EFFECTIVE July 1, 2024

Effective July 1 through June 30	2024	2025
	BASE =	$ 42,185
POSITION	% OF BASE	SALARY
BASEBALL		
HEAD COACH	13.00%	$ 5,484
ASST VARSITY COACH	5.00%	$ 2,109
JV COACH	7.00%	$ 2,953
MS COACH	7.00%	$ 2,953
BASKETBALL		
GIRLS/HEAD COACH	17.00%	$ 7,171
GIRLS/Var.Asst. COACH	11.00%	$ 4,640
GIRLS/JV COACH	10.00%	$ 4,219
GIRLS/9TH COACH	9.00%	$ 3,797
GIRLS/8TH GRADE COACH	8.00%	$ 3,375
GIRLS/7TH GRADE COACH	7.00%	$ 2,953
BASKETBALL		
BOYS/HEAD COACH	17.00%	$ 7,171
BOYS/Var.Asst. COACH	11.00%	$ 4,640
BOYS/JV COACH	10.00%	$ 4,219
BOYS/9TH GRADE COACH	9.00%	$ 3,797
BOYS/8TH GRADE COACH	8.00%	$ 3,375
BOYS/7TH GRADE COACH	7.00%	$ 2,953
CHEERLEADER		
HS FOOTBALL/COMP. CHEER ADVISOR	4.00%	$ 1,687
HS BASKETBALL ADVISOR	3.00%	$ 1,266
MS FOOTBALL ADIVSOR	2.00%	$ 844
MS BASKETBALL ADVISOR	2.00%	$ 844
CROSS COUNTRY		
HEAD COACH	13.00%	$ 5,484
ASST. COACH	7.00%	$ 2,953
FOOTBALL		
HEAD COACH	17.00%	$ 7,171
ASS'T. I COACH	10.00%	$ 4,219
ASS'T. II COACH	10.00%	$ 4,219
ASS'T. III COACH	10.00%	$ 4,219
NINTH GRADE COACH	9.00%	$ 3,797
MS HEAD COACH	8.00%	$ 3,375
MS ASS'T. COACH	7.00%	$ 2,953
GOLF COACH	10.00%	$ 4,219
SOCCER		
BOYS HEAD COACH	13.00%	$ 5,484
HS ASST. BOYS COACH	5.00%	$ 2,109
SOCCER		
GIRLS HEAD COACH	13.00%	$ 5,484
HS ASST. GIRLS COACH	5.00%	$ 2,109
SOFTBALL		
HEAD COACH	13.00%	$ 5,484
ASST VARSITY COACH	5.00%	$ 2,109
JV COACH	7.00%	$ 2,953
MS COACH	7.00%	$ 2,953
TRACK	13.00%	$ 5,484
HS HEAD COACH		
HS GIRLS HEAD COACH	13.00%	$ 5,484
HS ASS'T. BOYS COACH	7.00%	$ 2,953
HS ASS'T. II GIRL'S COACH	7.00%	$ 2,953
MS BOYS COACH	7.00%	$ 2,953
MS GIRLS COACH	7.00%	$ 2,953
VOLLEYBALL		
HEAD COACH	13.00%	$ 5,484
ASST VARSITY COACH	5.00%	$ 2,109
JV COACH	7.00%	$ 2,953
8TH GR COACH	7.00%	$ 2,953
7TH GR COACH	7.00%	$ 2,953
WRESTLING		
HEAD COACH	15.00%	$ 6,328
HS ASS'T. COACH	7.00%	$ 2,953
MS COACH	7.00%	$ 2,953
		$ 193,210

EXTRACURRICULAR POSITIONS

POSITION	% OF BASE	SALARY
SITE MANAGER - BOYS SPORTS		
FOOTBALL	3.75%	$ 1,582
MS FOOTBALL	0.75%	$ 316
BASKETBALL	6.75%	$ 2,847
MS BASKETBALL	2.60%	$ 1,097
FRESHMAN BASKETBALL	0.90%	$ 380
SOCCER	1.75%	$ 738
CROSS COUNTRY (Boys and Girls)	0.75%	$ 316
WRESTLING	0.60%	$ 253
SITE MANAGER - GIRLS SPORTS		
VOLLEYBALL	3.75%	$ 1,582
MS VOLLEYBALL	2.60%	$ 1,097
BASKETBALL	6.75%	$ 2,847
MS BASKETBALL	2.60%	$ 1,097
SOCCER	1.75%	$ 738
TRACK (Boys and Girls)	1.30%	$ 548
TECH BOOTH MANAGER	2.00%	$ 844
ART CLUB ADVISOR	2.00%	$ 844
BAND DIRECTOR	17.00%	$ 7,171
JAZZ BAND DIRECTOR	2.70%	$ 1,139
FLAG CORP	3.00%	$ 1,266
MUSICAL		
DIRECTOR	7.00%	$ 2,953
ASST-DIRECTOR	5.00%	$ 2,109
PIANO ACCOMPANIST	2.00%	$ 844
CHORUS DIRECTOR	10.00%	$ 4,219
VARSITY SINGERS	2.70%	$ 1,139
JUNIOR CLASS/PROM	6.00%	$ 2,531
NATIONAL HONOR SOCIETY ADVISOR	3.00%	$ 1,266
POSITIVE PEER ADVISOR	2.00%	$ 844
POWER OF THE PEN	2.00%	$ 844
SADD ADVISOR	2.00%	$ 844
SCHOLASTIC BOWL		
HS COACH	4.50%	$ 1,898
7TH+8TH GR.COACH	3.00%	$ 1,266
6TH GR. COACH	3.00%	$ 1,266
5TH GR. COACH	3.00%	$ 1,266
SCIENCE OLYMPIAD ADVISOR	2.00%	$ 844
FFA CO- ADVISOR	3.00%	$ 1,266
FFA CO- ADVISOR	3.00%	$ 1,266
FCCLA ADVISOR	2.00%	$ 844
FRESHMAN CLASS ADVISOR	1.00%	$ 422
SOPHOMORE CLASS ADVISOR	1.00%	$ 422
SPANISH ADVISOR	2.00%	$ 844
STUDENT COUNCIL		
HS ADVISOR / HOMECOMING	3.00%	$ 1,266
MS ADVISOR	2.00%	$ 844
SPELLING BEE COORDINATOR	1.00%	$ 422
YOUTH AND GOVERNMENT	2.00%	$ 844
YEARBOOK ADVISOR	4.50%	$ 1,898
WEB SITE ADVISOR	4.50%	$ 1,898
WEIGHTROOM COORDINATOR @ $25.00HR		
CPR/FIRST AID INSTRUCTOR @ $175PER CLASS		
		$ 63,071
TOTAL EXTRACURRICULAR POSITIONS		**$ 256,281**

The following positions will be paid at a rate of $25.00 per hour.

1. Summer Reading (SMART)
2. Summer School
3. Home Instruction Tutoring
4. Saturday School
5. State Test Proctoring
6. ELL Tutoring

EXTRACURRICULAR POSITIONS AND SALARIES
2025-2026 SCHOOL YEAR - EFFECTIVE July 1, 2025

Effective July 1 through June 30	2025	2026
POSITION	BASE = % OF BASE	$ 44,179 SALARY
BASEBALL		
HEAD COACH	13.00%	$ 5,743
ASST VARSITY COACH	5.00%	$ 2,209
JV COACH	7.00%	$ 3,093
MS COACH	7.00%	$ 3,093
BASKETBALL		
GIRLS/HEAD COACH	17.00%	$ 7,510
GIRLS/Var.Asst. COACH	11.00%	$ 4,860
GIRLS/JV COACH	10.00%	$ 4,418
GIRLS/9TH COACH	9.00%	$ 3,976
GIRLS/8TH GRADE COACH	8.00%	$ 3,534
GIRLS/7TH GRADE COACH	7.00%	$ 3,093
BASKETBALL		
BOYS/HEAD COACH	17.00%	$ 7,510
BOYS/Var.Asst. COACH	11.00%	$ 4,860
BOYS/JV COACH	10.00%	$ 4,418
BOYS/9TH GRADE COACH	9.00%	$ 3,976
BOYS/8TH GRADE COACH	8.00%	$ 3,534
BOYS/7TH GRADE COACH	7.00%	$ 3,093
CHEERLEADER		
HS FOOTBALL/COMP. CHEER ADVISOR	4.00%	$ 1,767
HS BASKETBALL ADVISOR	3.00%	$ 1,325
MS FOOTBALL ADIVSOR	2.00%	$ 884
MS BASKETBALL ADVISOR	2.00%	$ 884
CROSS COUNTRY		
HEAD COACH	13.00%	$ 5,743
ASST. COACH	7.00%	$ 3,093
FOOTBALL		
HEAD COACH	17.00%	$ 7,510
ASS'T. I COACH	10.00%	$ 4,418
ASS'T. II COACH	10.00%	$ 4,418
ASS'T. III COACH	10.00%	$ 4,418
NINTH GRADE COACH	9.00%	$ 3,976
MS HEAD COACH	8.00%	$ 3,534
MS ASS'T. COACH	7.00%	$ 3,093
GOLF COACH	10.00%	$ 4,418
SOCCER		
BOYS HEAD COACH	13.00%	$ 5,743
HS ASST. BOYS COACH	5.00%	$ 2,209
SOCCER		
GIRLS HEAD COACH	13.00%	$ 5,743
HS ASST. GIRLS COACH	5.00%	$ 2,209
SOFTBALL		
HEAD COACH	13.00%	$ 5,743
ASST VARSITY COACH	5.00%	$ 2,209
JV COACH	7.00%	$ 3,093
MS COACH	7.00%	$ 3,093
TRACK	13.00%	$ 5,743
HS HEAD COACH		
HS GIRLS HEAD COACH	13.00%	$ 5,743
HS ASS'T. BOYS COACH	7.00%	$ 3,093
HS ASS'T. II GIRL'S COACH	7.00%	$ 3,093
MS BOYS COACH	7.00%	$ 3,093
MS GIRLS COACH	7.00%	$ 3,093
VOLLEYBALL		
HEAD COACH	13.00%	$ 5,743
ASST VARSITY COACH	5.00%	$ 2,209
JV COACH	7.00%	$ 3,093
8TH GR.COACH	7.00%	$ 3,093
7TH GR.COACH	7.00%	$ 3,093
WRESTLING		
HEAD COACH	15.00%	$ 6,627
HS ASS'T. COACH	7.00%	$ 3,093
MS COACH	7.00%	$ 3,093
		$ 202,345

EXTRACURRICULAR POSITIONS

POSITION	% OF BASE	SALARY
SITE MANAGER - BOYS SPORTS		
FOOTBALL	3.75%	$ 1,657
MS FOOTBALL	0.75%	$ 331
BASKETBALL	6.75%	$ 2,982
MS BASKETBALL	2.60%	$ 1,149
FRESHMAN BASKETBALL	0.90%	$ 398
SOCCER	1.75%	$ 773
CROSS COUNTRY (Boys and Girls)	0.75%	$ 331
WRESTLING	0.60%	$ 265
SITE MANAGER - GIRLS SPORTS		
VOLLEYBALL	3.75%	$ 1,657
MS VOLLEYBALL	2.60%	$ 1,149
BASKETBALL	6.75%	$ 2,982
MS BASKETBALL	2.60%	$ 1,149
SOCCER	1.75%	$ 773
TRACK (Boys and Girls)	1.30%	$ 574
TECH BOOTH MANAGER	2.00%	$ 884
ART CLUB ADVISOR	2.00%	$ 884
BAND DIRECTOR	17.00%	$ 7,510
JAZZ BAND DIRECTOR	2.70%	$ 1,193
FLAG CORP	3.00%	$ 1,325
MUSICAL		
DIRECTOR	7.00%	$ 3,093
ASST-DIRECTOR	5.00%	$ 2,209
PIANO ACCOMPANIST	2.00%	$ 884
CHORUS DIRECTOR	10.00%	$ 4,418
VARSITY SINGERS	2.70%	$ 1,193
JUNIOR CLASS/PROM	6.00%	$ 2,651
NATIONAL HONOR SOCIETY ADVISOR	3.00%	$ 1,325
POSITIVE PEER ADVISOR	2.00%	$ 884
POWER OF THE PEN	2.00%	$ 884
SADD ADVISOR	2.00%	$ 884
SCHOLASTIC BOWL		
HS COACH	4.50%	$ 1,988
7TH+8TH GR.COACH	3.00%	$ 1,325
6TH GR. COACH	3.00%	$ 1,325
5TH GR. COACH	3.00%	$ 1,325
SCIENCE OLYMPIAD ADVISOR	2.00%	$ 884
FFA CO- ADVISOR	3.00%	$ 1,325
FFA CO- ADVISOR	3.00%	$ 1,325
FCCLA ADVISOR	2.00%	$ 884
FRESHMAN CLASS ADVISOR	1.00%	$ 442
SOPHOMORE CLASS ADVISOR	1.00%	$ 442
SPANISH ADVISOR	2.00%	$ 884
STUDENT COUNCIL		
HS ADVISOR / HOMECOMING	3.00%	$ 1,325
MS ADVISOR	2.00%	$ 884
SPELLING BEE COORDINATOR	1.00%	$ 442
YOUTH AND GOVERNMENT	2.00%	$ 884
YEARBOOK ADVISOR	4.50%	$ 1,988
WEB SITE ADVISOR	4.50%	$ 1,988
WEIGHTROOM COORDINATOR @ $25.00HR		
CPR/FIRST AID INSTRUCTOR @ $175PER CLASS		
		$ 66,051
TOTAL EXTRACURRICULAR POSITIONS		**$ 268,396**

The following positions will be paid at a rate of $25.00 per hour.

1. Summer Reading (SMART)
2. Summer School
3. Home Instruction Tutoring
4. Saturday School
5. State Test Proctoring
6. ELL Tutoring

EXTRACURRICULAR POSITIONS AND SALARIES
2026-2027 SCHOOL YEAR - EFFECTIVE July 1, 2026

Effective July 1 through June 30	2026	2027
POSITION	BASE = % OF BASE	$ 46,019 SALARY
BASEBALL		
HEAD COACH	13.00%	$ 5,982
ASST VARSITY COACH	5.00%	$ 2,301
JV COACH	7.00%	$ 3,221
MS COACH	7.00%	$ 3,221
BASKETBALL		
GIRLS/HEAD COACH	17.00%	$ 7,823
GIRLS/Var.Asst. COACH	11.00%	$ 5,062
GIRLS/JV COACH	10.00%	$ 4,602
GIRLS/9TH COACH	9.00%	$ 4,142
GIRLS/8TH GRADE COACH	8.00%	$ 3,682
GIRLS/7TH GRADE COACH	7.00%	$ 3,221
BASKETBALL		
BOYS/HEAD COACH	17.00%	$ 7,823
BOYS/Var.Asst. COACH	11.00%	$ 5,062
BOYS/JV COACH	10.00%	$ 4,602
BOYS/9TH GRADE COACH	9.00%	$ 4,142
BOYS/8TH GRADE COACH	8.00%	$ 3,682
BOYS/7TH GRADE COACH	7.00%	$ 3,221
CHEERLEADER		
HS FOOTBALL/COMP. CHEER ADVISOR	4.00%	$ 1,841
HS BASKETBALL ADVISOR	3.00%	$ 1,381
MS FOOTBALL ADIVSOR	2.00%	$ 920
MS BASKETBALL ADVISOR	2.00%	$ 920
CROSS COUNTRY		
HEAD COACH	13.00%	$ 5,982
ASST. COACH	7.00%	$ 3,221
FOOTBALL		
HEAD COACH	17.00%	$ 7,823
ASS'T. I COACH	10.00%	$ 4,602
ASS'T. II COACH	10.00%	$ 4,602
ASS'T. III COACH	10.00%	$ 4,602
NINTH GRADE COACH	9.00%	$ 4,142
MS HEAD COACH	8.00%	$ 3,682
MS. ASS'T. COACH	7.00%	$ 3,221
GOLF COACH	10.00%	$ 4,602
SOCCER		
BOYS HEAD COACH	13.00%	$ 5,982
HS ASST. BOYS COACH	5.00%	$ 2,301
SOCCER		
GIRLS HEAD COACH	13.00%	$ 5,982
HS ASST. GIRLS COACH	5.00%	$ 2,301
SOFTBALL		
HEAD COACH	13.00%	$ 5,982
ASST VARSITY COACH	5.00%	$ 2,301
JV COACH	7.00%	$ 3,221
MS COACH	7.00%	$ 3,221
TRACK	13.00%	
HS HEAD COACH		$ -
HS GIRLS HEAD COACH	13.00%	$ 5,982
HS ASS'T. BOYS COACH	7.00%	$ 3,221
HS ASS'T. II GIRL'S COACH	7.00%	$ 3,221
MS BOYS COACH	7.00%	$ 3,221
MS GIRLS COACH	7.00%	$ 3,221
VOLLEYBALL		
HEAD COACH	13.00%	$ 5,982
ASST VARSITY COACH	5.00%	$ 2,301
JV COACH	7.00%	$ 3,221
8TH GR.COACH	7.00%	$ 3,221
7TH GR.COACH	7.00%	$ 3,221
WRESTLING		
HEAD COACH	15.00%	$ 6,903
HS ASS'T. COACH	7.00%	$ 3,221
MS COACH	7.00%	$ 3,221
		$ 204,778

EXTRACURRICULAR POSITIONS

POSITION	% OF BASE	SALARY
SITE MANAGER - BOYS SPORTS		
FOOTBALL	3.75%	$ 1,726
MS FOOTBALL	0.75%	$ 345
BASKETBALL	6.75%	$ 3,106
MS BASKETBALL	2.60%	$ 1,196
FRESHMAN BASKETBALL	0.90%	$ 414
SOCCER	1.75%	$ 805
CROSS COUNTRY (Boys and Girls)	0.75%	$ 345
WRESTLING	0.60%	$ 276
SITE MANAGER - GIRLS SPORTS		
VOLLEYBALL	3.75%	$ 1,726
MS VOLLEYBALL	2.60%	$ 1,196
BASKETBALL	6.75%	$ 3,106
MS BASKETBALL	2.60%	$ 1,196
SOCCER	1.75%	$ 805
TRACK (Boys and Girls)	1.30%	$ 598
TECH BOOTH MANAGER	2.00%	$ 920
ART CLUB ADVISOR	2.00%	$ 920
BAND DIRECTOR	17.00%	$ 7,823
JAZZ BAND DIRECTOR	2.70%	$ 1,243
FLAG CORP	3.00%	$ 1,381
MUSICAL		
DIRECTOR	7.00%	$ 3,221
ASST-DIRECTOR	5.00%	$ 2,301
PIANO ACCOMPANIST	2.00%	$ 920
CHORUS DIRECTOR	10.00%	$ 4,602
VARSITY SINGERS	2.70%	$ 1,243
JUNIOR CLASS/PROM	6.00%	$ 2,761
NATIONAL HONOR SOCIETY ADVISOR	3.00%	$ 1,381
POSITIVE PEER ADVISOR	2.00%	$ 920
POWER OF THE PEN	2.00%	$ 920
SADD ADVISOR	2.00%	$ 920
SCHOLASTIC BOWL		
HS COACH	4.50%	$ 2,071
7TH+8TH GR.COACH	3.00%	$ 1,381
6TH GR. COACH	3.00%	$ 1,381
5TH GR. COACH	3.00%	$ 1,381
SCIENCE OLYMPIAD ADVISOR	2.00%	$ 920
FFA CO- ADVISOR	3.00%	$ 1,381
FFA CO- ADVISOR	3.00%	$ 1,381
FCCLA ADVISOR	2.00%	$ 920
FRESHMAN CLASS ADVISOR	1.00%	$ 460
SOPHOMORE CLASS ADVISOR	1.00%	$ 460
SPANISH ADVISOR	2.00%	$ 920
STUDENT COUNCIL		
HS ADVISOR / HOMECOMING	3.00%	$ 1,381
MS ADVISOR	2.00%	$ 920
SPELLING BEE COORDINATOR	1.00%	$ 460
YOUTH AND GOVERNMENT	2.00%	$ 920
YEARBOOK ADVISOR	4.50%	$ 2,071
WEB SITE ADVISOR	4.50%	$ 2,071
WEIGHTROOM COORDINATOR @ $25.00HR		
CPR/FIRST AID INSTRUCTOR @ $175PER CLASS		
		$ 68,795
TOTAL EXTRACURRICULAR POSITIONS		**$ 273,573**

The following positions will be paid at a rate of $25.00 per hour.

1. Summer Reading (SMART)
2. Summer School
3. Home Instruction Tutoring
4. Saturday School
5. State Test Proctoring
6. ELL Tutoring

APPENDIX C

GRIEVANCE REPORT FORM

Grievance # _____

Name of Grievant _____ **Date Filed _____**

Building _____ **Assignment _____**

Date Cause of Grievance _____ **Step of Grievance _____**

Statement of Grievance:

Relief Sought:

Disposition to this Step:

Signature _____ **Date _____**

Title _____

Receipt of above form should be recorded at each step.

Delivered by _____ **Date _____**

Received by _____ **Date _____**

APPENDIX D

SPENCERVILLE LOCAL SCHOOL DISTRICT

TUITION REIMBURSEMENT APPLICATION

Application Deadlines May 15 – Summer Session
First Wednesday after Labor Day – Fall Session
December 1 – Winter Session
February 1 – Spring Session

1. Name of Teacher _____

2. Position in District _____

3. Contract Status _____

4. Current Certificate/License _____

5. College or University you plan to attend (include address)

_____

_____

_____

6. Course/Course Description

_____

_____

7. _____ Number of hours you plan to take. _____ Semester (Please check one)
_____ Quarterly

8. Purpose of taking the course. (Please check all that apply.)
_____ Recertification

_____ Upgrade Teaching Skills to Meet Schools Goals

_____ Obtain Certification to Teach Course Requested by Administrator

_____ Other (explain) _____

_____

9. Hourly cost of course referenced on this application. $_____ Per Hour

Applicant Signature _____ Date _____

The Board shall allocate funds for each July 1 to June 30 allocation period. The Superintendent may increase the number of hours that can be reimbursed in a particular year if there are sufficient funds left in the total annual allocation.

Reimbursement shall not exceed the actual tuition cost, up to a total reimbursement of $1,000 per member, per allocation period – this will be prorated for part-time employees.

Payment will be made one time per year (last pay in May) upon submission of an official grade card verifying successful completion of course or courses. Applicant also must submit verification of payment for course work.

_ _

1. Number of Hours applied for _____

2. Anticipated Reimbursement to Applicant _____
   (Based on Items 7 and 9 from Application)

3. Approved _____

   Disapproved _____

Superintendent Signature _____

Date _____

CERTIFICATE OF AVAILABLE RESOURCES

(O.R.C. 5705.412)

The undersigned, Treasurer of the Board of Education of the Spencerville Local School District, Spencerville, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year's 2025 - 2027 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Spencerville Local School District, Spencerville, Ohio, and the Superintendent of Schools of the Spencerville Local School District, Spencerville, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 21-May-24

Treasurer, Board of Education
Spencerville Local School District
Spencerville, Ohio

President, Board of Education
Spencerville Local School District
Spencerville, Ohio

Superintendent of Schools
Spencerville Local School District
Spencerville, Ohio