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# MASTER AGREEMENT

between the

**SPRINGFIELD FEDERATION OF TEACHING PROFESSIONALS**

and the

SPRINGFIELD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AUGUST 21, 2025- AUGUST 20, 2028

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## ARTICLE I. RECOGNITION

### 1.01 BARGAINING AGENT

A. The Springfield Local Board of Education (hereinafter referred to as the "Board") recognizes the **Springfield Federation of Teaching Professionals** (hereinafter referred to as the "Association" **or "SFTP"**), as the sole and exclusive bargaining agent of all bargaining unit members.

B. Bargaining unit members shall include all regular full-time, part-time classroom teachers (including EL teachers and other teachers with specialized licensure), tutors, counselors, media specialists, speech and language pathologists and replacement teachers employed by the Board. A replacement teacher is a teacher who works more than sixty (60) days in the same assignment under Section 5.05.

C. Substitutes, athletic director (if he/she is employed under an administrative contract), non-certified employees, principals, assistant principals, administrative supervisory staff whose positions require a supervisory certificate/license, and any other employee not specifically included shall be excluded from the bargaining unit.

D. Where a bargaining unit member serves as athletic director, she/he will perform such duties under a supplemental contract of 25% or such lesser amount as agreed upon by the Association and Board. The athletic director shall be responsible for the evaluation of all persons serving as coaches for the District.

### 1.02 ASSOCIATION RIGHTS

A. Recognition shall entitle the Association these rights:

1. Use of a bulletin board for appropriate staff information.

2. Payroll deduction of Association membership dues as presently applicable.

3. Announcements at the conclusion of faculty meetings.

4. Use of public address systems for Association announcements according to building procedure.

5. Distribution of materials by the Association either directly or through the school mail system.

6. E-mail and reasonable use of the copy machine for association business.

7. Voice mail for association business.

8. Staff notification system.

9. Dedicated time during staff orientation day as well as during any new teacher orientation.

10. Access to bargaining unit members' information, consistent with the Ohio Public Records Law, which includes name, home address, telephone number (if in personnel file), work e-mail, work location and job title of each bargaining unit member employee.

B. The Board of Education shall provide (electronically) the following items to the Association President:

1. On a monthly basis:

a. Official Board Minutes

b. Official Board Agenda

c. Monthly Financial Report

2. On a yearly basis:

a. The Annual Appropriations Resolution and any amendments

b. The Amended Certificate

c. The July Budget

d. The Training and Experience Grid

3. A copy of the summary of newly proposed board policy revisions which is sent to the Board of Education.

**1.03 <u>INITIATING REQUESTS</u>**

A. No sooner than the first of February and no later than the first of April of the year of expiration of the Agreement, the Association or the Board shall notify the other in writing of a "Notice to Negotiate." The party giving the "Notice" shall also serve a copy on the State Employment Relations Board (SERB).

B. Within fifteen (15) calendar days following the serving of notification, the parties shall schedule their first negotiations session, which shall be held as soon as reasonably possible but no more than forty-five (45) calendar days after serving the "Notice".

C. At the first negotiations session, the initial item of business shall be the establishment of ground rules including time, place, and duration of meetings. The second item of business shall be the exchange of fully written proposals. Once this is done, no new matters shall be introduced for consideration except by mutual consent.

D. Negotiations may be opened at any time by mutual consent.

E. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. At any negotiations session, either party may be represented by no more than five (5) representatives.

F. Scope of Bargaining

The parties shall bargain collectively all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of existing provisions.

G. Negotiating Process

1. No negotiating session shall be held at a time when school is open for instruction, unless agreed upon by both parties.

2. Copies of proposals and counter proposals introduced subsequent to the first meeting shall be provided for each team member.

3. Negotiating sessions shall be in private, in accordance with R.C. 4117.21. Either team shall have the right to bring up to three (3) observers, providing there is no interference with the orderly process.

4. During the course of negotiations, items agreed to shall be reduced to writing, and initialed by the chairpersons of each team and set aside.

5. Assistance

The parties may call upon professional or lay consultants to consider matters under discussion and to make suggestions. The cost of such consultants shall be borne by the parties requesting them.

6. Either negotiating team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both negotiating teams.

7. The negotiating period shall be for a period not to exceed sixty (60) calendar days. All sessions are to be completed within this time period unless extended by mutual agreement.

8. The respective negotiating teams have the power and authority to negotiate; that is, to make proposals, counter proposals, concessions, and to reach tentative agreement in the course of discussion.

9. While negotiations are in progress, news releases relative to current negotiations shall be made only with mutual agreement of both negotiating teams. Said releases shall be in writing, and each negotiating team shall have a copy of the statement prior to release.

10. Progress reports may be made to the represented bodies by either negotiating team at the discretion of the team.

11. During the course of the negotiating meeting, joint study committees may be created by mutual consent of the teams. Members of the study committee will be determined by members of the negotiating teams. The purpose and particular assignment shall be stated at the time the study committee is created, as well as the time for a report of the findings.

**1.04 AGREEMENT**

A. When final agreement is reached through negotiations, the outcome shall be reduced to writing, proofread, and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties.

B. The parties will work collaboratively to prepare the final negotiated agreement. The Association shall be responsible for the distribution of the agreement to bargaining unit personnel. The parties shall share the costs of production equally.

**1.05 IMPASSE PROCEDURES**

In the event agreement is not reached and either party believes that it would be helpful to ask for the assistance of a mediator either negotiating team may request mediation service of the Federal Mediation and Conciliation Service (FMCS), which is the preferred mediation service. In the event that FMCS is not available, the parties shall mutually agree to obtain the services of a mediator or mediation service for this purpose. The cost of such mediation service shall be shared equally by the Parties. This shall serve as the parties' mutually agreed upon dispute resolution procedure and shall supersede the provisions of R.C. 4114.14.

**1.06 NO REPRISAL**

No reprisal of any kind shall be taken by or against any participant in negotiations with the administration or Board by reason of such activity.

## ARTICLE II. PERSONNEL POLICIES

### 2.01 OTHER EMPLOYMENT

No full-time employee shall be excused from regular duties for any other employment, except as otherwise provided by law.

### 2.02 REPRESENTATION

Any Association member has the right to have an Association representative present at a meeting with an administrator when a serious disciplinary problem is to be discussed, or official reprimand is to be issued. The right to an Association representative does not attach to non-disciplinary meetings with an administrator such as:

A. IEP Meetings;

B. Meetings to discuss student medical situations; or

C. Parent-teacher conferences or meetings.

### 2.03 NOTIFICATION IN CASE OF ABSENCE

Teachers will record absences electronically as soon as practicable upon determining that they will be absent, in order to assist with planning for substitutes.

### 2.04 ADVISORY COMMITTEES

A. Building Advisory Committee

Building administrator(s) will work with the Building Advisory Committee to discuss building matters of mutual interest, and to foster collaborative, constructive communication. The Association building representative(s) will automatically be on the Committee. The Committee shall additionally consist of two (2) teachers elected by the staff and two (2) teachers appointed by the building administrator. Guests who have information relevant to meeting agenda items may be invited to serve as a resource for discussion at the Advisory Committee meeting. This Committee may choose not to address anonymous concerns and is not intended for airing individuals' complaints which may be discussed one-to-one. In addition, concerns are to be presented with reasonable solutions. The number of building representatives will remain constant.

Committee members will collaborate to develop an agenda that will be made available 24 hours in advance of the meeting. In the event that an emergency issue arises, the committee members can mutually agree to add items to the agenda after it is made available. The agenda will list invited guests.

B. District Advisory Committee

The District Advisory Committee shall be an avenue to discuss district-wide matters of mutual interest, and to foster collaborative, constructive communication. The Association

and District Administrators shall be represented by an equal number of representatives. The Association shall appoint five members, with at least one representative from each building. Guests who have information relevant to meeting agenda items may be invited to serve as a resource for discussion at the Advisory Committee meeting. The District Advisory Committee shall meet quarterly during the school year. Meetings will be held outside of the scheduled workday.

This Committee may choose not to address anonymous concerns and is not intended for airing individuals' complaints which may be discussed one-to-one. In addition, concerns are to be presented with reasonable solutions. Nothing herein prevents an individual from addressing an issue on an as-needed basis.

Committee members will collaborate to develop an agenda that will be made available 24 hours in advance of the meeting. In the event that an emergency issue arises, the committee members can mutually agree to add items to the agenda after it is made available. The agenda will list invited guests.

## 2.05 FACULTY FACILITIES

The Board shall provide for and maintain a facility of not less than one (1) room, vented and furnished with tables and chairs sufficient in number to accommodate the staff, and reserved for use as a staff room. The staff room facilities shall be limited to use by the building staff. Telephone service shall be provided for staff members to conduct educational business in reasonable privacy.

## 2.06 COLLECTION OF MONIES

Teachers shall not be required to collect lunch money. Teachers who are required to collect monies for other purposes will not be expected to provide receipts to students.

## 2.07 DIRECTORIES

The Administration will work to streamline the directory process, utilizing FinalForms or any similar system (online, live, password protected). Once Final Forms or any similar system is launched, the directory will be maintained on that system for staff access.

## 2.08 TUITION WAIVER

Children of non-resident bargaining unit members may attend Springfield schools (K-12) tuition free through the District's open enrollment policy and procedures; however, children of non-resident bargaining members will not be denied admission. If a teacher wants their child(ren) to attend pre-school in the Springfield Local School District, the teacher agrees to pay the tuition for the pre-school program.

## 2.09 TECHNOLOGY UTILIZATION

A. Monitoring Students

Teachers will make reasonable efforts to monitor student internet usage in class within the scope of the law.

Upon discovery of student access to controversial material or internet purchases, the teacher shall inform the principal. The teacher shall not be subject to disciplinary action if reasonable efforts were taken.

B. Employee Usage

Employees shall be permitted reasonable use of Board provided computers and electronic devices in teacher-accessible areas of their building.

C. Review

Review of computer files, electronic mail, and voice mail will only be done in the ordinary course of business and will be motivated by a legitimate reason.

D. Teachers shall adhere to the Board of Education adopted acceptable use policy.

E. Teachers in grades four through twelve (4-12) shall utilize ProgressBook (or any successor system) in a timely manner for grades and interims with parent access. Other teacher utilization of electronic record keeping, data gathering and parent access shall be at the discretion of the teacher. (The Board recognizes that there will be occasions when a technology failure will impede the teacher's ability to utilize the system.)

F. Teachers will respond to e-mail in a timely manner using a Board provided confidential information footer on school e-mails in order to maintain security of student confidential information.

G. A Technology Committee shall be formed with equal representation of three (3) SFTP members and three (3) administrators to convene periodically to review other electronic record keeping opportunities as they become available and make recommendations regarding implementation.

H. Security Cameras

The primary purpose of security cameras in a school is to provide a safe school environment. Cameras shall not be used to regularly monitor teachers. There shall be no cameras placed in a teacher's teaching area except in the gymnasiums, weight rooms and computer labs. However, any images captured may not be singularly used in a teacher's evaluation.

## 2.10 NON-DISCRIMINATION

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, military

status, ancestry, genetic information (collectively, “Protected Classes”) or any other legally protected category, in its programs and activities, including employment opportunities.

## ARTICLE III. ASSIGNMENTS AND VACANCIES

### 3.01 INITIAL ASSIGNMENTS

Upon employment by the Board, a teacher shall be assigned by the Superintendent to any school or grade level for which the employee is certified/licensed to teach based on the best interest of the students.

### 3.02 REASSIGNMENTS

A. A reassignment is a change of building, grade level, and/or curriculum area for the next school year or next succeeding semester.

B. Voluntary

Requests for reassignment should be submitted in writing on the designated district form for consideration, prior to April 1. The teacher shall be notified of the Superintendent's decision prior to the last day of school, whenever possible. Voluntary transfers shall be considered prior to any involuntary transfers.

C. Involuntary

1. In order to meet the staffing needs of the District, it may be necessary to reassign a teacher involuntarily. Such a transfer shall be effective after notice to the teacher involved. In making such reassignments, the Superintendent shall consider the best interest of students. Factors shall include:

i Licensure

ii Seniority and Experience

iii Evaluations

iv Content areas/related experience

v Demonstrated strengths

Such a transfer shall be effective after notice to the teacher involved. Such notification shall come through a conference between the teacher and the administrator making the recommendation. Teachers shall be notified prior to the last day of school, except for vacancies which occur after this date or where changes in student enrollment over the summer necessitate an involuntary transfer of a teacher(s). The teacher may request a meeting with the Superintendent, but may not refuse to accept such a reassignment. An Association representative may be present if the teacher or the administrator so desires. Upon request the teacher shall receive a written copy of the reasons for the reassignment recommendation. Involuntary transfers shall not be made for arbitrary or capricious reasons.

## 3.03 JOB VACANCIES

A. A vacancy shall be considered to exist when a new position is created, or when an existing position requires a change in personnel and when the Board decides that the position shall be filled.

B. Vacancies will be publicized by sending an electronic notice to the bargaining unit members.

1. Such written notice shall contain specifics of the position including requirements, certifications/licensures, and qualifications which shall be the same for all applicants.

2. Vacancies shall be posted electronically on the District website within five (5) working days of their determination. Teachers wishing to be considered for such vacancies shall notify the Superintendent in writing or via email of their interest within five (5) working days from the date of vacancy posting. After August 1 and until the opening of the school year, the Board may fill positions after posting on the District Website, via District email, and by broadcast message to phones without the five (5) day waiting period.

3. All teachers shall be notified of any vacancy occurring after the last day of school. Such notification shall be advertised via the teachers' work e-mail address and by broadcast message to their phone.

C. Such applicants shall be given first consideration. If requested, reasons shall be given in writing to any applicant who is denied.

D. The Association President shall receive written notification stating the elimination of a current position.

## 3.04 PART-TIME ASSIGNMENTS

A. Part time teachers shall not automatically be given a full-time position when they apply. For them, the ultimate decision regarding that request is solely within the Superintendent's discretion and shall not be unreasonably denied. B. Specific percentages and how they are arrived at are as follows:

1. Part-time teachers shall be given planning time in proportion to their percentage. Each secondary teacher will receive additional planning time for each additional preparation beyond two (2).

2. Travel time should be considered part of the duty day and considered in the percentage accordingly.

3. Any teacher whose teaching contract is above eighty percent (80%) (81% - 100%) Full Time Equivalency (FTE) shall be contracted and paid as a fulltime, one hundred percent (100%) teacher.

4. Part-Time Salary Administrative Guidelines

a. Elementary

| | |
|---|---|
| Hours: seven (7) per day; per hour; per day | 2.86% |
| Preparation: per hour; per week | 0.57% |

b. Secondary

| | |
|---|---|
| Homeroom or supervision | 4.00% |
| Periods: eight (8) each at | 12.00% |
| Preparation: per teaching period/per day | 1.70% |

5. Teachers who are required to travel between buildings in their personal vehicles shall receive the IRS rate for each driver.

## ARTICLE IV. EVALUATION

### I. TEACHERS

The parties agree to the following evaluation procedure for the term of the agreement, which conforms with the framework for the evaluation of teachers developed by the State Board of Education under 3319.112 of the Ohio Revised Code and aligns with the standards for the teaching profession set forth in state law. The previous non-OTES evaluation procedure shall remain intact for all those who are not required to be evaluated under the system. Anytime that the law changes, the parties agree to reconvene to determine whether or not there is a need to adjust the evaluation procedure contained herein. Should the parties agree to adjust the procedures, they will bargain to agreement, and the new procedure shall be ratified by the parties.

**4.01** The following procedures shall make up the new evaluation system:

A. Teachers who are working under a license under Sections 3319.222 or 3319.226 of the Ohio Revised Code or teachers working under a professional or permanent certificate issued under former Section 3319.222 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing content-related student instruction are subject to the following evaluation system. This evaluation system does not apply to substitute teachers or instructors of adult education.

B. Not later than September 30th of each year or, in the case of a new teacher, hired after September 30th, within thirty (30) days of the first day employed, each teacher shall be notified in writing or via email of the name and position of his/her evaluator. Evaluators shall be appropriately licensed and trained in OTES 2.0. Outside evaluators shall only be used to evaluate preschool teachers.

C. One evaluation must be completed for every teacher every year unless a teacher has
been rated "accomplished" or "skilled" in the most recent cycle and they have shown growth on their professional growth plan. If an evaluator believes that a teacher has not made progress on his/her professional growth plan, the teacher shall have the opportunity to provide evidence to demonstrate that s/he has shown growth on his/her professional growth plan. In that case, accomplished teachers may be evaluated every three (3) years and skilled teachers every two (2) years. However, these teachers have one (1) focused observation and shall have a conference in which the evaluator and the teacher discuss progress on his/her professional growth plan.

D. Additionally, any teacher who submits a notice to retire to the Superintendent prior to December 1st will not be evaluated that year.

E. If a teacher misses 50% or more in a school year on an approved leave, s/he will not be evaluated that year. Upon return, these teachers shall be evaluated on the same cycle had they not taken a leave of absence.

F. The evaluation of a teacher consists of a pre-observation conference, not more than ten (10) school days prior to each observation (or as otherwise agreed upon by the evaluator and evaluatee), two (2) thirty (30) minute observations (one holistic and one focused) and a post-conference which shall include a discussion about the teacher's progress on his/her professional growth plan, not more than fifteen (15) school days following each observation, classroom walk-throughs and a final written report. Teachers shall be given the opportunity to provide evidence within fifteen (15) school days of this conference which must be utilized to inform the evaluator's rating in all areas of the observation.

G. All observations must be scheduled, and the teacher will be notified as to time and date of the observations. Observations shall last a minimum of thirty (30) minutes. The first observation must be completed not later than the end of the first semester. The second observation must be completed not later than April 30th. There shall be at least two (2) weeks between formal observations. Teachers shall not receive a formal observation on a day before or after any school vacation break of three (3) days or more unless requested by the teacher.

H. The evaluation must be completed by May 1st, and a written copy of the evaluation results must be provided to the teacher by May 10th.

I. Any teacher being considered for non-renewal must be observed three (3) times before April 30th with the third observation occurring at least fifteen school days following the second observation. The evaluator must follow the procedures regarding pre- and post-observations and their timelines, and a written copy of the evaluation results must be provided to the teacher by May 10th. If the evaluator schedules a portion of the evaluation and it must be adjusted due to teacher/evaluator absence, making meeting the timeline impossible, the number of days the teacher/evaluator was absent will be added to the timeline. If the superintendent recommends contract non-renewal, the teacher shall be given written notice at least seven (7) calendar days prior to any official board action. Notice of non-renewal must be delivered to the teacher not later than June 1st.

J. Teachers shall have access to all written and electronic documentation which is uploaded into OES. Any additional notes or artifacts that exist shall be provided to the teacher upon request.

K. Teachers shall be rated as accomplished, skilled, developing or ineffective. Bargaining unit members whose last evaluation rating was "Accomplished" may choose their evaluator for the evaluation cycle from the evaluators assigned to the school where the bargaining unit member is assigned.

Bargaining unit members whose last evaluation was "Skilled" shall have input on who their evaluator will be for the evaluation cycle.

The parties agree that they will work to resolve any scheduling issues that may arise due to unexpected circumstances that may occur.

L. Teacher performance is based on the rubric attached. (OTES 2.0 rubric)

M. The OTES 2.0 forms will be incorporated by reference into the contract and will not be changed without mutual agreement.

N. Walk-throughs are a part of the evaluation process. Walk-throughs are informal visits to the classroom lasting not more than ten (10) consecutive minutes. A walkthrough is a formative assessment process that focuses on one (1) or two (2) of the specific areas of the performance rubric resulting in brief written notes and/or summary. Two walk-throughs shall be conducted in each evaluation cycle unless the teacher request additional walk-throughs. Walk-throughs shall not disrupt the learning environment in the classroom.

O. A teacher may take one (1) Association representative to any conferences where the teacher has a reasonable belief that his/her job may be in jeopardy, that s/he may be subject to discipline or other adverse consequences.

P. HIGH QUALITY STUDENT DATA

1. Bargaining unit members shall use high quality student data, including Value Added Measures (VAM) as required by law. Participants shall not utilize student learning objectives (SLOs) or shared attribution.

2. HQSD shall be determined through collaboration between the teachers and the evaluators using OTES 2.0 framework.

3. Each evaluation shall include two (2) measures of HQSD. The teacher's explanation of the use of HQSD may serve as evidence of their knowledge of the students to whom they provide instruction, the use of differentiated instruction practices, assessment of student learning and the use of assessment data to inform their instruction.

4. The performance of students on any test shall not be used in the observation or evaluation of a teacher. The HQSD shall include student performance on assessments which shall only be used to inform instruction.

Q. PROFESSIONAL GROWTH PLANS AND IMPROVEMENT PLANS

After the evaluation has been completed, teachers rated "Accomplished" shall develop a self-directed professional growth plan.

Teachers who are rated "Skilled" shall jointly develop a professional growth plan with their evaluator.

Teachers who are rated "Developing" shall develop a professional growth plan that is guided by their evaluator.

Teachers with an overall rating of "ineffective" shall be placed on an improvement plan developed by their evaluator.

If an evaluator has a concern about a teacher who is not rated 'ineffective," s/he may meet with the teacher to discuss the concern and add a goal to the teacher's professional growth plan at any time during the teacher's evaluation cycle. If there is no progress towards the added goal within a sixty (60) day period, the teacher will then be placed on an Improvement Plan.

1. The Board shall provide for the allocation of financial resources to support professional development for all teachers within the guidelines of the annual budget appropriations. The Board will ensure that poorly performing teachers are provided professional development to improve teacher performance.

The improvement plan, as outlined in this document, details:

A. Specific performance expectations, resources, and assistance to be provided.

B. Timelines for its completion.

C. Professional indicators documented as "Ineffective" through the formal evaluation process.

D. Reasonably sufficient time, as to allow the teacher to improve performance to "Developing", "Skilled" or "Accomplished" level.

2. Not later than May 10th of the school year, the evaluator of record will complete a final evaluation report and meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

Failure by the Board to adhere to any timeline or condition established in this evaluation procedure, except as outlined in Section 4.01(H), shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the Agreement and/or Ohio law unless teacher is terminated for cause under 3319.16.

R. <u>COACH FOR TEACHERS ON AN IMPROVEMENT PLAN</u>

1. An administrator may provide a teacher under an improvement plan (with
teacher's agreement) with a coach of the administrator's choice to assist the teacher to improve his/her performance. The coach will be paid at the district mentor rate. In addition, the coach and teacher shall be provided release time to allow for meetings and/or observations.

2. A coach teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

3. No coach teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

All interaction, written or oral, between the coach teacher and the teacher shall be confidential to the extent permitted by law. Any violation of this tenet by the coaching teacher shall constitute grounds for immediate removal from his/her role as coach teacher.

S. Coaches receiving supplemental contracts will be evaluated by the building level administrator, if the Athletic Director is a member of the bargaining unit, for performance related to the supplemental contract.

## II. COUNSELORS

The parties agree to the following new evaluation procedure for the term of the Agreement, which conforms with the framework for the evaluation of school counselors developed by the State Board of Education under 3319.113 of the Ohio Revised Code and aligns with the Standards for school counselors set forth in state law. Anytime that the law changes and at the end of each school year during the term of the agreement, the parties agree to reconvene to determine whether or not there is a need to adjust the evaluation procedure contained herein. Should the parties agree to adjust the procedures, they will bargain to agreement, and the new procedure shall be ratified by the parties.

The following procedures shall make up the new OSCES evaluation system:

A. The school counselor procedures contained in this agreement apply to all school counselors employed by the Board of Education.

B. Not later than September 30th of each year or, in the case of a new counselor, hired after September 30th, within thirty (30) days of the first day employed, each counselor shall be notified in writing of the name and position of his/her evaluator.

C. Observations shall last a minimum of thirty (30) minutes. One evaluation must be completed for every counselor every year unless the counselor has been rated "accomplished" or "skilled" in the most recent cycle as long as the counselor is making progress on his/her professional growth plan. An allegation that a counselor is not making progress on his/her professional growth plan shall be based

on objective evidence. In that case, "accomplished" counselors may be evaluated every three (3) years and "skilled" counselors every two (2) years. However, during an off year, these counselors shall be observed at least once and shall have a post-observation conference about any observation conducted during which the counselor and the evaluator shall discuss the counselor's progress on his/her professional growth plan.

D. Additionally, any counselor who submits a notice to retire to the Superintendent prior to December 1st will not be evaluated that year. Evaluations shall be completed by an administrator in the District who is under contract with the board pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code, and who has completed the required training.
There shall be no outside evaluators for counselors.

E. If a counselor misses 50% or more in a school year on an approved leave, s/he will not be evaluated that year.

F. The evaluation of a counselor consists of a pre-observation conference, no more than ten (10) school days prior to each observation (or as otherwise agreed upon by the evaluator and evaluatee), two (2) thirty (30) minute observations and a post-conference not more than fifteen (15) school days following each observation, walk-throughs, and a final written report.

G. All observations must be scheduled, and the counselor will be notified as to time and date of the observations. The first observation must be completed not later than the end of the first semester. The second observation must be completed not later than April 30th. There shall be at least two (2) weeks between formal observations. Counselors shall not receive a formal observation on a day before or after any school vacation break of three (3) days or more.

H. The evaluation must be completed by May 1st, and a written copy of the evaluation results must be provided to the counselor by May 10th.

I. Any counselor being considered for non-renewal must be observed three (3) times before April 30th with the third observation occurring at least fifteen school days following the second observation. The evaluator must follow the procedures regarding pre- and post-observations and their timelines, and a written copy of the evaluation results must be provided to the counselor by May 10th. If the superintendent recommends contract non-renewal, the counselor shall be given written notice at least seven (7) calendar days prior to any official board action. Notice of non-renewal must be delivered to the counselor not later than June 1st.

Counselors shall have access to all written and electronic documentation which is uploaded into OES. Any additional notes or artifacts that exist shall be provided to the teacher upon request.

J. Counselors shall be designated as "Accomplished," "Skilled," "Developing" or "Ineffective." These designations are based on a holistic view of all seven (7) dimensions of the Ohio School Counselor Evaluation system based on the rubric attached.

K. The OSCES forms will be incorporated by reference into the contract and will not be changed without mutual agreement.

L. Walk-throughs are a part of the evaluation process. Walk-throughs are informal visits to the counselor lasting not more than ten (10) consecutive minutes. A walkthrough is a formative assessment process that focuses on one (1) or two (2) of the specific areas of the performance rubric resulting in brief written notes(s) and/or a summary. Two walk-throughs shall be conducted in each evaluation cycle unless the counselor requests additional walk-throughs.

M. A counselor may take one (1) association representative to any conferences where the teacher has a reasonable belief that his/her job may be in jeopardy, that s/he may be subject to discipline or other adverse consequences.

N. Counselors will meet annually with their evaluator to determine an appropriate student metric for the current academic year. Student metrics will not be used in 2021-2022.

O. PROFESSIONAL GROWTH PLANS

After the evaluation has been completed, counselors with a rating of "Accomplished" shall develop a professional growth plan and may choose their evaluator for the evaluation cycle from a list of available evaluators supplied by the administration in compliance with this agreement.

Counselors with a rating of "skilled" shall develop a professional growth plan jointly with their evaluator and shall have input into who will evaluate them from a list of available evaluators supplied by the administration in compliance with this agreement.

Counselors with a rating of "Developing" shall develop a professional growth plan that is guided by their evaluator.

Counselors with a rating of "ineffective" shall be placed on an improvement plan by their evaluator.

If an evaluator has a concern about a counselor who is not rated 'ineffective," s/he may meet with the teacher to discuss the concern and add a goal to the teacher's professional growth plan at any time during the counselor's evaluation cycle. If there is no progress towards the added goal within a sixty (60) day period, the counselor will then be placed on an Improvement Plan.

1. The Board shall provide for the allocation of financial resources to support professional development for all counselors within the guidelines of the annual budget appropriations. The Board will ensure that poorly performing counselors are provided professional development to improve counselor performance.

The improvement plan, as outlined in this document, details:

A. Specific performance expectations, resources and assistance to be provided.

B. Timelines for its completion.

C. Professional indicators documented as "Ineffective" through the formal evaluation process.

D. Reasonably sufficient time, as to allow the counselor to improve performance to a "Developing", "Skilled" or "Accomplished" level.

2. Not later than May 10th of the school year, the evaluator of record will complete a final evaluation report, and meet with and provide a copy of it to the counselor. If the final report indicates the counselor meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the counselor be returned to a non-improvement plan status.

Failure by the Board to adhere to any timeline or condition established in this evaluation procedure, except as outlined in Section 4.01(H), shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the counselor under the appropriate contract which they are otherwise eligible to receive under the Agreement and/or Ohio law unless counselor is terminated for cause under 3319.16.

3. The evaluator may use a smart pen during an observation if the individual counselor signs off his/her permission in writing. Any recording shall be reduced to writing and destroyed not later than fifteen (15) workdays after the observation.

P. COACH FOR COUNSELORS ON AN IMPROVEMENT PLAN

1. An administrator may provide a counselor under an improvement plan (with
counselor's agreement) with a coach of the administrator's choice to assist the counselor to improve his/her performance. The coach will be paid at the

district mentor rate. In addition, the coach and counselor shall be provided release time to allow for meetings and/or observations.

2. A coach shall not be requested or directed to make any recommendation regarding the continued employment of the counselor.

3. No coach shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

All interaction, written or oral, between the coach and the counselor shall be confidential to the extent permitted by law. Any violation of this tenet by the coaching counselor shall constitute grounds for immediate removal from his/her role as coach counselor.

III. SPEECH LANGUAGE PATHOLOGISTS

During the 2025-2026 school year, Administration and the Association will collaboratively develop an evaluation system with speech language pathologists that is designed to meet the unique needs of the Speech Language Pathologists. No later than the beginning of the 2026-2027 school year, the Parties will enter into a memorandum of understanding that outlines the evaluation system. The evaluation system will be implemented beginning in the 2026-2027 school year.

## 4.02 PERSONNEL FILES

A. The personnel file for each teacher shall be maintained by the Board. This shall be the only personnel file. Personnel files shall have an access sheet that shall be signed when there is a non-clerical access to the file.

B. A teacher's personnel file shall be open to the individual teacher during Central Office hours in the presence of the Superintendent or his/her designee. The teacher may be accompanied by one (1) person of his/her choice during the inspection.

C. Teachers shall be provided with a duplicate of each item added to the file prior to the inclusion of said document. Teachers shall have the right to make copies of any item or items contained in the personnel file.

D. Any teacher shall have the right to indicate those documents, other than formal evaluations, in his/her file which he/she feels are obsolete or otherwise inappropriate to retain. The teacher may petition the Superintendent for removal of said documents.

E. A certificated/licensed staff member may attach a statement of clarification or explanation to any item in his/her file.

F. Anonymous letters or material shall not be placed in a teacher's file, nor shall they be made a matter of record.

## 4.03 UNSOLICITED EVALUATIVE INFORMATION

Any Association member shall be informed as soon as possible but in no event later than five (5) workdays of any complaint against him/her, whether or not the material will be included in the personnel file.

## ARTICLE V. SUBSTITUTES

### 5.01 GENERAL PROVISIONS

Written reports by the substitutes concerning classroom conditions and/or lesson plans, directed to the building principal, shall also be given to the classroom teacher.

### 5.02 ELEMENTARY SPECIALIST SUBSTITUTES

Substitutes certified/licensed in a given area of specialty shall be hired whenever possible. If such substitutes are unavailable, substitutes will be chosen from the regular substitute list. In the absence of the elementary specialist or a substitute, the classroom teacher shall not be required to teach the art, music, or physical education assigned to the specialist.

### 5.03 EMERGENCY PERIOD SUBSTITUTES

A. Junior High/High School Period Substitution. In the event regular substitutes are not available, teachers may serve as period substitutes. Interested teachers will be placed on a list for such emergency period substitution. If there are no volunteers from that list at the time of the needed period substitution, the list will be accessed, and a substitute assigned by rotation.

B. Elementary and Intermediate School Class Substitution. In the event regular substitutes are not available, the building administration will notify teachers. Teachers may volunteer to absorb all or part of a class for the scheduled time where coverage is needed. If teachers in the building do not volunteer for coverage, the building administration will make arrangements for other coverage. A teacher shall have the right to refuse requests for emergency period substitution.

C. Teachers shall be paid .00066 of the Base (BA-0) per regular period; or, in the case of teachers in elementary buildings, .00066 of the Base (BA-0)_ for up to the first forty-five minutes served and .00022 of the Base (BA0) per each fifteen minutes thereafter. If a class is split up and more than one teacher takes a portion of that class into his/her classroom for the day, the teachers shall each be paid a pro-rated amount of the substitute pay rate stated above for the day. (e.g., if a class of twenty is split into two classes and each teacher receives ten students for the day, each teacher shall be paid one-half (1/2) of the substitute rate as designated above for the entire day.

D. A teacher on professional leave shall not be called back from professional leave due to a substitute not being available.

**5.04** If a teacher or intervention specialist tutor continues to teach and/or supervise his/her own students and at the same time supervises and/or teaches another group of students not assigned to him/her, he/she shall also be paid the emergency period substitute rate. Tutoring shall not be cancelled to allow an intervention specialist tutor to substitute.

During the 2025-2026 school year, a committee will be formed to discuss compensation for teachers whose assigned paraprofessional(s) is absent without substitute coverage, with

the goal to enter into a Memorandum of Understanding that equitably addresses compensation.

**5.05** Speech Language Pathologist Coverage

If a Speech Language Pathologist is on an extended leave of absence and a properly licensed long-term substitute is not available, the other Speech Language Pathologists may be assigned to perform the duties of the absent member until such time as a substitute is obtained. The Director of Student Services will collaborate with the speech language pathologists to determine how duties will be assigned equitably. A stipend of $800 per week will be equitably split among the SLPs who absorb extra duties, and they will be reimbursed for mileage if they are required to travel between buildings to provide services, write IEPs, the Speech Language Pathologists portion of an ETR, progress reports, and/or other related special education documentation, and attend the IEP or ETP team meeting for the IEP/ETR the Speech Language Pathologist wrote.

**5.06 REPLACEMENT TEACHERS**

A. Persons employed as replacement teachers shall be given assignments for the length of service as needed and determined by the Board for up to one (1) year.

B. Replacement teachers shall be employed only in encumbered positions where the incumbent is expected to return, or to finish out a school year in the event of an unanticipated separation from employment of a bargaining unit member.

C. Replacement teachers shall have no expectations of continued employment beyond the period specified in their contracts of employment and said contracts of employment shall expire at the conclusion of their term without further action by the Board. Neither the provisions of this Agreement regarding evaluation and non-renewal of teacher contracts nor the provisions of O.R.C. 3319.11, 3319.111, 3319.112 and 3319.113 shall apply except as may be required by law.

D. Replacement teachers shall have no displacement rights under the reduction in force procedure in the Agreement nor under 3319.17.

E. Compensation for replacement teachers shall be at the daily substitute rate established by the Board for the first sixty (60) days of employment. Effective on the sixty-first (61st) day of employment, replacement teachers shall be placed on the salary schedule in the appropriate education column at the 0 experience step and shall from the sixty-first (61st) day of employment be provided all fringe benefits accorded to regular teachers under this Agreement.

F. The Association shall receive notification of employment on or before the first day of work for any replacement teacher.

## ARTICLE VI. OFFICIAL DUTY DAY

### 6.01 LENGTH OF DAY

The required teaching school day shall be no greater than seven and one-half (7 1/2) hours. The day shall include a thirty (30) minute duty-free lunch period. Changes to the starting and ending times shall be communicated no later than June 30th of the preceding school year. Should a change occur due to unforeseen circumstances including changes in the law after June 30th, bargaining unit members shall be notified as soon as possible.

### 6.02 PLANNING TIME

A. The designated period of time each day when teachers shall not have responsibility for any students, nor for any duty, and shall be used for class preparation, student or parent contacts, or other educationally related activities shall be structured as follows:

1. Elementary

All full-time elementary teachers shall receive a minimum of two hundred (200) minutes per week as planning and conference time. Every effort shall be made to provide teachers a minimum of thirty (30) contiguous minutes planning time each day. Time blocks shorter than fifteen (15) minutes shall not be considered as part of the two hundred (200) minutes.

2. Secondary

All full-time secondary teachers shall receive a minimum of one (1) period per day as planning and conference time unless the secondary building utilizes an alternative class schedule, in which case, the full-time secondary teachers shall receive the equivalent of at least one (1) period per day during the work week for planning and conference.

3. Part-Time

All part-time teachers will receive planning and conference time in proportion to their duty day.

4. Elementary Specialists

Music, art, and physical education specialists shall receive adequate preparation time between classes.

### 6.03 BUILDING MEETINGS

A. Principals may hold one staff meeting/training per month outside the student day,

not to exceed one (1) hour beyond the end of the staff's duty day, unless the extended time and/or additional meetings are mutually agreed upon by the principal and building representative(s).

B. District Administrators may hold one meeting/training per month outside the student day, not to exceed one (1) hour (excluding travel time) beyond the end of the staff's duty day, unless the extended time and/or additional meetings are mutually agreed upon by the administrator and SFTP President. At the District Administrator's discretion, teachers may use the time to complete Public School Works Training. The Association President shall receive written advance notice of all meetings to be held by District Administrators.

C. The designated dates for building and District staff meetings/trainings shall be mutually determined each year by the Superintendent or designee and the Association President. The content of these meetings may include building or District level staff development activities which do not take the place of district's yearly staff development options.

D. All staff members are required to attend the meetings unless excused from attendance by the building principal or district administrator.

E. District staff meetings may require travel to another location inside the district.

F. Building and district staff meetings shall start as soon as practical after the close of the regular school day, unless by mutual consent, they are held in the morning.

**6.04 <u>RELEASED TIME</u>**

A. The Association will have one (1) additional planning period per day for the Association President beyond what is contractually required for his/her grade level. This period should be contiguous to the regular planning time for the purpose of executing the duties of Association President and should be the last two (2) periods of the day. If the Association President desires that his/her teaching preparation period occur other than the next-to-the last period of the day, the Association President and the building principal will work to establish a mutually-agreed-upon teaching preparation period. In addition, not more than two (2) additional preparation periods per month shall be available to the Association President or, at the direction of the President, to the Association Vice President in order to address Association business. The schedule of such additional preparation periods shall be arranged at least three (3) school days in advance between the Association officer using the period and the affected Building Principal. The duties of other members of the bargaining unit shall not be interrupted or impeded in connection with the use of this release time.

B. 7-12 school counselors shall be released from all morning student supervision assignments during the week prior to district OST and NAEP testing dates, throughout

the duration of testing, and the week following testing. This release only applies to supervision duties and not to their regular professional responsibilities.

## ARTICLE VII. THE SCHOOL CALENDAR

### 7.01 SCHOOL CALENDAR ADOPTION COMMITTEE

A school calendar survey developed jointly by SFTP and Administration will be completed online by members of the bargaining unit by a specified date, at least sixty (60) days prior to the date that the Board of Education intends to act on the school calendars, to determine the interests of the membership regarding the school calendar. A committee consisting of two (2) members selected by the SFTP president and two (2) administrators selected by the Superintendent shall review the survey responses and formulate the school calendar to be presented for recommendation to the Board. Once adopted, changes in the calendar shall not be made for arbitrary, capricious or discriminatory reasons.

### 7.02 SCHOOL CALENDAR COMPOSITION

A. The Association President and Superintendent will mutually determine how the inservice days shall be incorporated within the school calendar.

B. School Year

1. The regular school year for a member of the bargaining unit shall be no more than one hundred eighty-four (184) days. Teachers with no previous experience in the District will be required to attend one (1) additional day for purposes of orientation, for a total of one hundred eighty-five (185) days.

2. A survey developed jointly by SFTP and Administration will be completed online to determine the interests of the membership regarding professional development**.**

3. The 184 days shall be: 176 Student Contact Days

and

8 teacher days as follows:

1 Teacher Orientation Day/SFTP & Building Meeting Day/Teacher Work Day: Teachers work in their rooms for three (3) hours (First day of school)

1 Teacher Professional Development Day; 4 consecutive hours of professional development plus lunch and teachers work the remainder of the work day in their rooms (Second day of school)

1 Professional Development Day. This additional day shall consist of four (4) consecutive hours of professional development followed by a one (1) hour lunch and two (2) hours of self-guided professional learning in the

teacher's home building; alternatively, teachers can complete six (6) hours of professional development on their own time, in lieu of attending on this day. Documentation of the completion of this professional development, which must align with the educator's IPDP, must be submitted no less than five (5) school days prior to the scheduled professional development day.

1 (NEOEA Day: Teachers shall not be required to be at school or complete any professional development.

1 Records Day the last day of first semester. (Members do not need to be present as long as their records have been submitted prior to the date that records are due).

1 Records Day the last day of the year. (Members do not need to be present as long as their records have been submitted prior to the date that records are due).

2 District-scheduled Comp Days for teachers completing parent conference during the school year.

At the discretion of the Superintendent, calamity days will be made up after five (5) declared calamity days in any school year.

## ARTICLE VIII. CLASS STRUCTURE

### 8.01 CLASS SIZE

A. In order to best meet the individual needs of the students, the Board subscribes to the following philosophy relative to class sizes in teaching periods:

1. Kindergarten classes shall be limited to a maximum of twenty-three (23) students.

2. First - Third Grades

First, second and third grades shall be limited to a maximum of twenty-five (25) students.

3. Fourth - Sixth Grades

Fourth, fifth and sixth grades shall be limited to a maximum of twenty-nine (29) students.

4. Seventh - Twelfth Grades

Seventh through twelfth grades shall be limited to an average of twenty-six (26) students per class. No teacher may have more than three (3) preparations, unless agreed to in writing on a standard form by the affected teacher. A copy of such written permission shall be provided to the Association President. No reprisal of any kind shall be taken by the Board or by any member of the administration against any teacher who refuses to agree to more than three (3) preparations.

5. Band and vocal music shall be excluded from the class size limits.

6. P.E. in grades seven through twelve (7-12) shall be limited to a maximum of thirty (30) students per teacher.

7. The class size counts in kindergarten, first and second grades and third and fourth grades could exceed the maximum number of students referred to above. For every student over the maximum number, the teacher shall be paid one thousand five hundred dollars ($1,500) per student per year. The stipend shall be paid the 2nd pay in June and shall be based on the actual class size count (based on student enrollment) for all student contact days in a school year. For example, if a teacher has one additional student enrolled for only 48 of the student contact days, he/she shall be paid a prorated amount of the $1,500 based on the 48 days. In no case shall a teacher have three (3) students over the caps in Section 8.01(A).

8. Class size limits as listed above are only relevant for teaching periods.

9. When Special Education students (students on IEPs) are assigned to a regular classroom for a portion of their daily instruction and accompanied each day by their special education teacher, they shall be counted by the regular teacher as part of that teacher's class size.

B. Class Size Balance

1. Reasonable efforts will be made by the Administration to keep class size balanced within a subject/grade level. Factored into considerations of balance shall be the numbers of students in a class, evaluation of the students' needs and corresponding modifications and accommodations required to meet student needs. Balance can be attained by adjusting the numbers of students in the class, adjusting the mix of students in the class, and/or by providing appropriate ancillary staffing services, or any combination of the above.

2. A teacher who perceives his/her class size to be out of balance with respect to the other classrooms at that subject/grade level shall first discuss the situation with his/her building administrator.

## 8.02 STUDENTS WITH DISABILITIES

A. If the placement of a student with a disability into a regular classroom setting disrupts the education of the other students, as determined by the teacher, the teacher may request an internal meeting with the case manager and administrator. An IEP team may be convened to discuss the concerns and to determine whether changes to the student's placement and services should be explored.

B. Elementary special classes (art, music, physical education) shall receive no more included students with disabilities than can be effectively integrated into the regular classroom.

## 8.03 STUDENT SAFETY AND DISCIPLINE

A. The parties acknowledge that appropriate student discipline is necessary to create and sustain a healthy, respectful school environment and requires the commitment of all staff. The Board and Administration will give reasonable support and assistance to staff with respect to maintenance of control and discipline. All employees are expected to use reasonable judgment when addressing incidents of student misconduct.

B. The parties agree to the establishment of a Student Safety and Discipline Committee in each building to give input in determining solutions to improve student behavior and safety in the buildings, as well as reviewing building-wide discipline procedures. Annually, SFTPwill appoint up to three members to each of the building committees. The Superintendent or designee and the building principal

shall also serve on the committees. Committee recommendation will be mutually determined. The School Resource Officer (SRO) assigned to each building, or guests who have information relevant to meeting agenda items may be invited to serve as a resource to the Student Safety and Discipline Committee. Guests may provide input on safety procedures, emergency response planning, and other matters directly related to maintaining a secure and orderly school environment. At the end of the school year, the building committees will meet as a whole and publish any consensus results/findings of their work to the staff.

C. Meetings will take place each quarter after school hours as established by each building committee, and participating teachers will be paid the emergency substitute rate per hour for the length of the meeting.

D. Committee members will collaborate to develop an agenda that will be made available 24 hours in advance of the meeting. The agenda will list invited guests. In the event that an emergency arises, the committee members can mutually agree to add items to the agenda after it has been made available.

## ARTICLE IX. ALTERNATIVE EDUCATIONAL PROGRAMS

### 9.01 SUPPORTING STUDENTS WITH DISABILITIES

A. Individualized Education Program (IEP) and Section 504 Plan. The placement and services provided to a student identified as a student with a disability are determined by the student's IEP/504 team. These are individualized determinations and the teachers and related service providers of these students are mandated to implement and follow the IEP/504. The District is obligated under law to provide a continuum of options in providing the least restrictive environment for these students.

1. Bargaining unit members whose duties will involve the implementation of an IEP/504 Plan shall be provided the opportunity to participate in the development of the IEP/504 Plan, and may be invited to participate in the IEP/504 meetings held during the year.

2. Bargaining unit members shall be informed of their responsibilities regarding implementation of the IEP/504 and specific modifications/supports to be provided.

3. Any bargaining unit member whose duties involve the implementation of an IEP/504 can request reconvening the team to review and consider modifications to the IEP/504 and/or the placement of the student.

4. The IEP/504 Team should work towards reaching consensus in the development of the plan. Any member of an IEP/504 team has the right to submit a written dissent to any portion(s) of the IEP/504. However, such dissent does not preclude the fact that all teachers shall be expected to follow the IEP/504 as written.

B. Notification

1. At the start of each school year, the Building Administrator will provide each teacher with the names of all students on a 504 Plan that will be assigned to his/her class for instruction.

2. Each teacher who is the case manager and primarily responsible for the education of students on an IEP will provide an electronic copy of each student's IEP and modification/accommodation(s) sheet to those regular education teachers with whom the IEP student will be assigned for instruction. District software will be used to facilitate this process.

3. Office personnel will make every effort to secure a copy of the IEP/504 Plan prior to a new student's assignment to a teacher's classroom. Scheduling difficulties or new admissions sometimes may delay this

process. At no time shall this process delay a student from reporting to his/her assigned class.

4. The Building Administrator shall secure a dated signature or e-mail response from each teacher acknowledging receipt of the IEP/504.

C. Training

On an annual basis the Board shall make available the opportunity for in-service training to teachers and tutors to assist in addressing the legal and educational needs of students with disabilities in a regular education classroom environment.

D. Specialized Health Care Procedures

Bargaining unit members shall not be requested or required to perform any medical or quasi-medical procedures (i.e., tube feeding, catheterization or other similarly invasive procedure) except for emergency administration of life-saving health care measures for which teachers have been trained. All teachers who have regular contact with students who are prescribed Epi-pens shall receive training on Epi-pen administration.

E. Support Services

The Board shall provide the resources necessary to implement any student's IEP.

F. Individual Education Programs

1. Individual buildings will provide 52.5 hours of release time per school year during the school day, on campus, to each Intervention Specialist responsible for writing, reviewing and implementing IEPs. Release time

shall be determined in collaboration between the intervention specialist-and the building principal.

2. Each Intervention Specialist will also be provided one (1) full day per semester or one (1) hour per IEP of release time to write IEPs as determined in collaboration with the building principal. Any additional release time must be approved by the Director of Student Services.

3. No employee shall be required to write IEPs for students the employee does not instruct or support as a tutor. The only exception is for resident students who do not attend school in Springfield Local Schools.

4. Speech Language Pathologists will have input in developing a schedule that includes planning, conducting assessments, writing IEPs and reports, and providing services to students. SLPs shall be permitted to write IEPs during parent conference times, assuming they do not have scheduled parent conferences.

G. Communications

1. Five (5) school days' notice, excluding emergencies, shall be given to all special education teachers, therapists, and tutors for placement committee meetings, conferences and all other departmental meetings.

2. Five (5) school days' notice, excluding emergencies, shall be given for all record-keeping duties required of special education teachers, speech therapists, and tutors.

3. Class rosters, IEPs, and other pertinent data (i.e., parents' names, student's address, phone number, birth date) shall be provided to the special education teacher, speech therapist, or tutor, prior to the first day of student attendance in the beginning of the school year via paper or electronic transmission. In the case of new placements made during the year, the above data shall be furnished prior to the student's entrance into the unit.

H. Planning and Conferences

All special education teachers will be provided with planning and conference time per Section 6.02.

I. Recruitment

A procedure shall be implemented by the Superintendent for the recruitment of substitutes in all special education areas, including tutors.

J. The District shall remain in compliance with Ohio Operating Standards for the Education of Children with Disabilities as determined by the Ohio Department of Education, Office of Exceptional Children.

## 9.02 TUTORS

Tutors shall be employed on an as needed, hourly basis. They will not be regularly contracted staff members but will receive the benefits specified in this Article.

1. Tutors shall be paid only for contact time with students with the following exceptions:

   a. Tutors shall receive one and one-quarter (1¼) sick days per month of teaching for a total of fifteen (15) days per year.

   b. Tutors shall be paid to participate on in-service days.

   c. Tutors shall be paid for their individual building's IEP/ Conference Day.

d. Tutors whose assignments require them to tutor in two (2) or more buildings on the same day will be paid mileage between the buildings.

e. Tutors shall be given at least thirty (30) continuous minutes of planning time each day.

f. Tutors who are hired to be regular classroom teachers shall be given six (6) years of credit on the salary schedule as long as they have six (6) years or more service in the district as a tutor.

2. Tutors employed more than twenty (20) hours per week will be provided single coverage for benefits offered in Article XI. Tutors wishing to carry family coverage who have five (5) or more years with the district are entitled to a fifty percent (50%) Board contribution. All other tutors may carry family coverage at their own expense. Said benefits shall be paid by the Board the entire year, including over the summer.

3. Tutors shall be compensated as follows:

| | Effective 8-1-19 |
|---|---|
| First Year | 89% of the hourly base pay Base/(184 x 7.5)] |
| Second Year | 93% |
| Third Year | 97% |

$500.00 longevity payment each year for intervention specialist tutors starting with the fourth year.

"Years" refer to continuous service within the District.

Tutors shall be observed using the Tutor Evaluation Form in Appendix E. Tutors shall be observed one (1) time per school year. The observation shall last not less than thirty (30) minutes and shall be completed not later than April 3rd, with a post-conference not later than fifteen (15) days after the observation.

Any tutor being considered for nonrenewal must be observed three (3) times before April 30th with the third observation occurring at least fifteen (15) school days following the second observation. The evaluator must follow the procedures regarding pre and post observation and their timelines and a written copy of the results must be provided to the tutor by May 10th. If the

evaluator schedules a portion of the evaluation and it must be adjusted due to tutor/evaluator absence, making meeting the timelines impossible, the number of days that the tutor/evaluator was absent will be added to the timeline. If the Superintendent recommends contract non-renewal, the tutor shall be given written notice at least seven (7) calendar days prior to any official board action. Notice of non-renewal must be delivered to the tutor not later than June 1st.

## ARTICLE X. LEAVES

### 10.01 JURY DUTY SERVICE/SUBPOENA

A. When serving on jury duty, a certificated/licensed employee shall keep his/her jury duty check, and will continue to receive his/her regular pay for days absent from his/her school job.

B. If a certificated/licensed employee has two (2) employers, the certificated/licensed employee shall present proof of jury duty and will receive compensation equal to the difference between jury duty pay and his/her regular pay for days absent from his/her school job.

C. If a teacher is subpoenaed by the Board to serve as a witness in a court action, or if a teacher is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to a teacher filing suit against the Board, or against one or more of its employees. A member of the bargaining unit receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the District's electronic reporting system.

### 10.02 MILITARY LEAVE

Military leave will be in accordance with Section 3319.14 of the Ohio Revised Code.

### 10.03 SABBATICAL LEAVE

A. Any unit member of at least five (5) years in the District may apply for a one (1) year leave of absence without pay for the purpose of pursuing an advanced degree relative to his/her teaching field. The unit member shall present to the Superintendent for approval a plan for professional growth prior to the granting of permission and, at the conclusion of the leave, provide evidence that the plan was followed. The unit member will be required to return to the District for at least one (1) year at the conclusion of the leave.

B. Employees wishing to continue their benefits may do so with the employee paying one-half of the premium and the Board paying the other half.

C. No unit member may receive more than one (1) sabbatical leave in any five (5) year period.

D. The number of teachers who may be granted leave in any one (1) year shall be limited to no more than five (5).

E. All requests for sabbatical leave must be presented to the Superintendent in writing, with a plan for professional improvement attached, no later than the beginning of the second semester of the school year preceding the year of sabbatical. F. In all cases, the decision of the Superintendent shall be final.

## 10.04 MATERNITY LEAVE/PATERNITY LEAVE

A. A teacher who will become a parent is expected to notify the Superintendent's office in writing as soon as practicable. At the time the teacher leaves his/her assignment, they may elect one (1) or more of the options listed below:

1. Use of Sick Leave

a. The teacher may elect to utilize his/her accumulated sick leave during the first twelve weeks covered by FMLA leave. Therefore, it
shall be up to the discretion of the teacher and the teacher's doctor, if applicable, to determine a suitable date of departure and return to the classroom. Sick leave will be paid only during the time period in which a physician certifies the teacher to be disabled, and only to the extent of the number of days accumulated.

b. FMLA will run concurrently with sick leave. When sick leave is exhausted, the remaining FMLA will continue. For the first twelve (12) workweeks of maternity/paternity leave under the FMLA, the teacher will continue to be covered under the Board's hospitalization/surgical insurance programs at Board cost with the teacher contributing his/her employee portion of insurance benefits. In the event the leave extends beyond twelve (12) workweeks, the teacher will be eligible to continue to be covered under the Board's insurance but will be required to reimburse the Board for any premiums during that period.

c. Bargaining unit members who become parents (this includes adoption) shall be entitled to use sick leave and FMLA as outlined above.

d. Notice of the teacher's anticipated return to duty shall be given to the Superintendent's office no later than April 1 for return the following year. A teacher who leaves and returns in the same school year shall be returned to his/her same or a comparable assignment. A teacher who leaves prior to the end of a school year and returns to active duty at the start of the next school year shall be returned to her same or a comparable assignment.

e. To assist the District in obtaining substitute coverage, teachers will provide as much advanced notice as possible if the teacher intends to extend paid or unpaid leave. Teachers must be in attendance or in approved leave status at all times.

2. Use of Long-Term Leave

a. Leave without pay for the year in which the birth/adoption occurs shall be granted teachers requesting long-term leave for maternity/paternity. The date established for the beginning of leave

shall be determined by the teacher and her the teacher's physician, if applicable. Requests for such leave shall be filed with the Superintendent's office at least six (6) weeks prior to the beginning of requested leave.

b. Request for one (1) additional year of leave may be filed with the Superintendent's office no later than April 1st.

c. Request for reinstatement from long-term maternity/paternity leave shall be directed to the Superintendent's office no later than April 1st of the preceding school year. The teacher may return at other than the beginning of a new school year only at the discretion of the Board and the administration.

d. Individuals on long-term maternity/paternity leave may continue hospitalization and surgical group insurance coverage available through the Board by reimbursing the Board for premium costs. Failure to forward premium payments to the Board at the stipulated times will terminate this option.

e. The Superintendent will make every effort to return the teacher to a comparable assignment to that held before going on long-term maternity/paternity leave. Any teacher returning from maternity/paternity leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time, but shall receive credit for continuous years of service in the District.

**10.05 <u>FAMILY MEDICAL LEAVE ACT</u>**

A. The Board and the Association recognize that unit members are entitled to leave rights provided by the Family Medical Leave Act (FMLA).

B. For purposes of this Section, the "12-month period" shall start with the first day of FMLA leave used and extend for 12 months.

1. The Board will maintain the employee's insurance coverage at Board cost for the duration of any FMLA leave with the teacher contributing his/her employee portion of insurance benefits. To the extent the employee requires medical leave beyond twelve (12) weeks, the provisions of Section 10.08 will apply.

2. A serious condition is one which disables an employee from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical facility or that requires continuing treatment by a health care provider.

3. An employee may, upon approval, take intermittent or reduced leave when medically necessary to care for an immediate family member who has a serious health condition as defined above.

4. Whenever the leave is necessitated by the serious health condition of the employee or an immediate family member, and is foreseeable, the employee will provide the Superintendent with thirty (30) days written notice. If there is insufficient time to provide thirty (30) days' notice, the employee will provide written notice as soon as practicable. The employee will make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operation of the District.

5. In cases in which District has employed both the husband and the wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

6. In the case of a serious health condition of a family member, the employee must provide the Superintendent with a medical certification from the attending physician, including:

a. The date the serious health condition began.

b. The probable duration.

c. Appropriate medical facts regarding the condition.

d. A statement that the employee is needed to care for the family member.

e. An estimate of the amount of time needed for the care.

In the event the employee's own health condition requires leave, a statement from the employee's physician will be required stating that the employee is unable to perform the functions of his/her position. Any leave or return from leave during the last five (5) weeks of an academic term will be reviewed by the Superintendent to ensure minimal disruption to the students' program.

7. The Board reserves the right to obtain at its expense, the opinion of a second health care provider and, in the event of conflicting opinions, the opinion of the

third health care provider whose decision shall be final and binding. At the conclusion of the leave, the employee must provide the Superintendent with a physician's statement that the employee is able to assume the full-time responsibilities of his/her position.

8. If the employee elects not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the medical leave or for circumstances beyond control of the employee, the employee will reimburse the Board for health insurance premiums paid by the Board during the period of the leave.

**10.06 PERSONAL LEAVE**

A. The Superintendent will grant teachers up to three (3) personal days per school year. In extenuating circumstances, the Superintendent has the discretion to grant additional days.

1. A request for personal leave shall be submitted to the Superintendent's office through the online absence reporting system at least two (2) school days prior to the requested date.

2. When an emergency exists, a request may be submitted to the Superintendent or designee with less than the above-mentioned time.

3. In order to be assured of obtaining a sufficient number of substitutes, no more than nine (9) elementary and nine (9) secondary teachers may be on personal leave on any school day.

4. Personal leave on the school/work day prior to or immediately following a school holiday will not be approved unless emergency or unusual conditions warrant it. It will then be up to the discretion of the Superintendent.

5. Personal leave is non-cumulative. However, a bargaining unit member utilizing no personal leave days in any year will be awarded an additional personal leave day for the following year only. The use of the additional day in the following year will not prevent qualification for this award in that year for non-use of three (3) personal leave days in the following year. At no time will any teacher have more than 4 available personal leave days in any contract year, unless otherwise provided in this Agreement.

**10.07 ASSOCIATION LEAVE**

The Association will have at its disposal ten (10) paid days of leave to be used for Association business. Any member will be granted use of said leave upon recommendation by the Association President and approval by a majority of the Executive Committee.

## 10.08 SICK LEAVE

A. Each full-time certificated/licensed employee of the Board shall be entitled to sick leave credit of one and one-fourth (1 1/4) work days with pay for each completed month of service. Sick leave will be computed on the basis of twelve (12) months' service per year, except in the year of termination of contract when sick leave will be computed to the last day of service.

B. Certificated/licensed personnel shall be permitted to accumulate unlimited sick leave.

C. A minimum advance of five (5) sick days shall be granted to teachers beginning in September of each school year for those who have either exhausted their accumulation or for new employees who have yet to earn such accumulation. Abnormal circumstances necessitating a larger advance may be presented to the Board for consideration.

D. Certificated/licensed employees may use sick leave upon approval of the responsible administrative officer of the school district for absence due to physical or mental illness, disability due to pregnancy, injury, or exposure to contagious disease which could be communicated to other employees. In the event of absence due to medical treatment, teachers shall not be required to furnish a doctor's statement; however, upon request, the doctor's name must be given. Use of sick leave for any other employment is not permitted. A certificated/licensed employee who is absent for ten (10) or more consecutive days on sick leave may be required by the administration to furnish a doctor’s verification of the reason for her/his absence and her/his ability to return to the performance of teaching duties. The Board will reimburse the certificated/licensed employee for any out-of-pocket costs she/he experiences in providing such verification.

E. Sick leave may be used for absence due to physical or mental illness, death or injury in the immediate family. For absences in this circumstance which exceed ten (10) days, the employee must provide medical verification. Immediate family shall consist of the following persons: husband or wife; mother or father; sister or brother; son or daughter; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; grandparents or grandchildren of the certificated/licensed employee and employee's spouse, and anyone who is a permanent resident of the employee’s household.

In the event of death aunt, uncle, niece, nephew and first cousin shall be included in the above.

F. The previously accumulated sick leave of a certificated/licensed employee who has been separated from public service may be placed to his/her credit upon his/her reemployment to public service in accordance with the applicable law.

G. The previously accumulated sick leave of a certificated/licensed employee who has been separated from service in our school district shall be placed to his/her credit upon his/her reemployment in accordance with the applicable law.

H. Sick Leave Transfer

1. When a bargaining unit member or a member of the bargaining unit member's immediate family as defined in 10.08(E) who has a serious medical condition (as certified by a physician) has exhausted all of his/her accumulated sick and personal leave and additional days are still needed, then he/she may request that the additional days be transferred from other bargaining unit members with accumulated sick leave. For purposes of sick leave transfer, a "serious medical condition" does not include maternity leave.

2. Upon receiving such a request, the Board shall distribute a notice (Appendix G) to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member shall submit the lower half of form Appendix G to the Treasurer. Upon receipt of the signed form authorizing the transfer of days, the Treasurer shall transfer the days.

3. Any employee transferring sick leave days shall not be permitted to deplete his/her own sick leave accumulation below thirty (30) days.

4. No employee may transfer more than ten (10) days per request.

5. The number of transferred days shall not exceed the number requested.

## 10.09 LEAVES FOR ILLNESS OF LONG DURATION

A. Absence due to illness of the member, or absence due to the member's required caregiving for the long term illness/disability of a member's child, spouse or parent, in excess of accumulated and/or advanced sick leave will automatically place before the Board a request for the member's leave without pay for additional days missed, as set forth herein.

B. In cases of prolonged illness, the certificated/licensed employee shall submit to the Superintendent's office a written request for leave giving the probable date of return. Where the request is based upon verified illness or disability, it shall be

granted by the Board for a period of up to two (2) years. Renewals or extensions of such leave are at the discretion of the Board.

C. Requests for reinstatement following an extended leave of absence because of illness shall be filed in the Superintendent's office, on or before December 15,

for return at the beginning of the second semester, and on or before April 1 for the ensuing school year. A person failing to submit such a request terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence.

D. A certificated/licensed employee returning from a leave which has extended beyond the school term will not be guaranteed his/her former assignment, but may be placed in any vacancy for which he/she is qualified. Wherever practical, a certificated/licensed employee shall be assigned to the position he/she held before the leave.

## 10.10 ASSAULT LEAVE

A. "Assault" means an intentional act that puts a teacher in apprehension of imminent harmful or offensive contact causing physical or emotional/psychological harm to any certificated/licensed staff member, when said certificated staff member files an official police report regarding such assault.

B. Any certificated/licensed staff member who is absent due to physical injuries and/or emotional/psychological harm resulting from an assault received in the course of and arising out of said certificated/licensed staff member's employment may use assault leave upon approval by the Superintendent, pursuant only to the limitations expressed within this policy. The total number of leave days with pay provided under this Section shall be the difference between the day of the assault and the number of days remaining in that school year or forty-five (45) work days, whichever is less. The Superintendent has the discretionary authority to increase these days.

C. As soon as he/she is able, every certificated/licensed staff member applying for assault leave shall submit to the Superintendent a signed statement, on a form prescribed by the Board of Education, justifying the use of assault leave.

1. If medical attention is required, the certificated/licensed staff member shall obtain a certificate from a licensed physician of his/her choice stating the nature of the disability and its duration, prior to payment for such leave being made to the certificated/licensed staff member.

2. The employment of any certificated/licensed staff member who falsifies his/her signed statement or a physician's certificate shall be terminated in accordance with Section 3319.16 of the Ohio Revised Code.

D. Payment under this Section of the Master Agreement shall constitute the certificated/licensed staff member's entire compensation from the Board during the period of physical disability and/or emotional/psychological harm, and shall be in lieu of any other payments.

E. Nothing in this Section shall be construed to waive the physician/patient privilege provided by Section 2317.02 of the Ohio Revised Code.

## ARTICLE XI. INSURANCE

### 11.01 HOSPITALIZATION

A. The Springfield Local Board of Education shall provide a hospitalization/major medical insurance plan. (See Appendix A. for specific provisions.)

B. Certificated/licensed employees of the Board of Education may subscribe for hospitalization insurance any time during the duration of the contract as prescribed by the provisions of the contract.

C. The Board of Education shall finance ninety percent (90%) for all certificated/licensed employees requesting such coverage and for their dependents. Payroll deductions shall be provided for the remaining ten percent (10%) at the certificated/licensed employee's expense.

D. Certificated/licensed employees who wish to continue hospitalization benefits throughout the summer months, shall agree to receive regularly scheduled pay periods for those months rather than a lump sum payment.

E. All full-time certificated/licensed employees shall be entitled to hospitalization coverage. All other employees shall be entitled to hospitalization coverage if they meet all of the following criteria:

1. They work in excess of half-time.

2. They have no other regular employment.

3. They submit a written request to the Board Treasurer's office.

F. Second Opinion

If an employee's physician recommends non-emergency surgery or procedure (on an inpatient basis), the employee may be required to receive another opinion, at no extra cost to that employee. If the second opinion does not confirm the need for surgery, the employee or dependent may elect to obtain a third opinion. The insurance program will pay for such third opinion.

G. Pre-admission Review

1. When a physician schedules an elective hospital admission, the employee and his/her physician are required to complete preadmission review procedural requirements prior to admission.

2. The employee and/or physician are notified if the admission is authorized or denied.

3. If the admission is not authorized, the Preadmission Review Center will furnish the reason for denial and suggest admission alternatives, such as outpatient programs.

**11.02 LIFE INSURANCE**

A. The amount of paid life insurance shall equal fifty thousand dollars ($50,000.00). Life insurance shall be available to bargaining unit members on the same basis as Health Insurance.

B. Certificated/licensed employee desiring added coverage may buy-in through the carrier at the current rate if at least 25% of the bargaining unit participates. The eligible amount of additional insurance is One Hundred Thousand Dollars ($100,000).

**11.03 DENTAL INSURANCE** A.

Plan Specifications

1. Plan Maximum

a. One Thousand Five Hundred Dollars ($1,500.00) per calendar year per covered individual for other than Orthodontia.

b. Two Thousand Dollars ($2,000.00) Lifetime for Orthodontia.

2. Calendar Year Deductible

a. Waived for routine examinations as prescribed under Preventive Care Services.

b. Twenty-Five Dollars ($25.00) per person per calendar year for other procedures; maximum of three (3) deductibles/seventy-five dollars ($75.00) per family per year.

3. Co-Insurance

a. One hundred percent (100%) for routine exams including fluoride application, scaling and cleaning, and space maintainers for children.

b. One hundred percent (100%) for emergency dental treatment.

c. Seventy percent (70%) of reasonable and customary charge for other dental services.

4. Cost Shared

Board 90%

Employee 10%

5. Voluntary

**11.04 PRESCRIPTION DRUG INSURANCE**

A. The Board shall purchase from a carrier, licensed by the State of Ohio, a drug program that provides the following:

1. Prescriptions for legend drugs, including contraceptives, ordered by a licensed physician, osteopath, dentist, or chiropodist.

2. Injectable insulin, with or without a prescription.

3. Compound prescription drugs containing at least one (1) legend drug.

4. Refills of covered prescriptions for a period of one (1) year following the date of the original prescription, at which time a new prescription will be required.

5. Quantity drug prescriptions up to a 30-day supply, or 100-unit doses, whichever is greater.

6. The program shall include the benefits contained in Appendix B.

B. Any teacher, whether new or currently employed, but not covered by prescription drug insurance, may apply any time; but has a waiting period required by the carrier that is not to exceed thirty (30) days.

C. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage, commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (maternity, sick, sabbatical, etc.), and employees that retire prior to Medicare-age qualification, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

D. Cost Shared

1. Board 90%

2. Employee 10%

## 11.05 WAIVER OF INSURANCE COVERAGE

In accordance with the Board's cafeteria plan, regular employees who agree to waive in writing on or before November 15 of any benefit year the right to such insurances will receive a lump sum payment of Eight Hundred Dollars ($800.00) single and One Thousand Six Hundred Dollars ($1,600.00) family, which payment will be made on the first pay period following completion of the benefit year. An employee may rescind this waiver during the calendar year if the employee has a change in family status that would permit such rescission under the applicable rules of Section 125 of the Internal Revenue Code and its regulations. Upon such rescission, coverage of the employee and the employee's dependents under the medical plan of the Board shall be determined solely in accordance with the terms and limitations of the medical plan. Any prior separate periods of coverage under the Plan will be applied in total towards this Plan's preexisting conditions limitations. An employee who rescinds the waiver will receive no payment for the period of time in which the waiver was in effect. If two employees are married to each other, they shall be entitled to only one family plan, and neither employee is eligible for the waiver of insurance coverage.

## 11.06 VISION INSURANCE

The Springfield Local Board of Education shall provide vision insurance benefits which include but are not limited to examinations, frames, prescriptions lenses and/or contact lenses. See Appendix B.

## 11.07 HEALTHCARE REVIEW COMMITTEE

Healthcare Review Committee will be created beginning with the 2025-2026 school year in an effort to educate and inform the bargaining unit members of any planned changes to insurance coverage. This Committee Shall meet at least once a year to discuss information from the consortium regarding insurance coverage options, cost containment strategies, rates, products, and any other information shared by the Portage County Consortium regarding premiums and plan costs. The Committee shall be comprised of members of the Association Leadership Team and District Administration Team. Other individuals may attend upon mutual agreement of the Committee members.

## ARTICLE XII. SEVERANCE PAY

### 12.01 CALCULATION

Any certificated/licensed employee of the Springfield Local Board of Education upon retirement from active service under the provisions listed below shall receive severance pay equal to thirty percent (30%) of his/her accumulated sick leave days up to a maximum limit of seventy (70) days. Said payments shall be based on the per diem rate of pay at the time of retirement. Severance benefits for a bargaining unit member eligible for benefits under this Section who dies while on active status, or on an approved leave of absence, shall be paid to the member's estate.

### 12.02 ELIGIBILITY

A. This payment is to be made to any teacher with at least fifteen (15) years of teaching experience who elects to retire from active service.

B. Said teacher shall be required to sign a waiver stating his/her intention to retire from active service. Payment of sick leave on this basis shall eliminate all sick leave credit accrued by the certificated/licensed employee at that time.

C. Those teachers who, upon retiring from active service under provisions of the appropriate employees' retirement system, have less than twenty (20) years of service, but have at least five (5) years of teaching service in the Springfield District, shall receive severance pay based upon the same formula.

D. The above payments shall be exempt from deductions except as provided by law.

E. Any employee who is rehired after previously leaving employment and who has benefited from the provisions in Section 12.01 shall not be eligible to receive this benefit again.

## ARTICLE XIII. PROFESSIONAL COMPENSATION

### 13.01 WORKSHOP AND SEMINAR EXPENSE

A. Any teacher/tutor may seek reimbursement and/or released time to attend a workshop, seminar, meeting, or convention by filing an official request form to the building principal and Superintendent for their approval.

B. Reimbursement for each teacher/tutor in attendance at authorized workshops, seminars, meetings, conventions, and/or business of the Board of Education shall not exceed Three Hundred Dollars ($300.00) of in-district spending for any one (1) given period of attendance. This will include expenses for gas, lodging and fees required for attendance at such meetings and approved by the Superintendent. Food will be reimbursed when prior approval is secured.

C. The number of teachers/tutors that may be approved to attend a given workshop shall not be restricted by building or by department.

### 13.02 CURRICULUM COMMITTEE

A. Prior to the revision of, addition to, or deletion to curriculum, and textbook adoption, a study committee shall be formed. The committee shall seek input from all affected teachers prior to the committee's making its final recommendation.

B. The committee shall be a joint Association/administration committee. The committee shall be representative of all teachers affected by the change. The final decision of the committee shall be made in the form of a recommendation to the Superintendent.

### 13.03 OVERNIGHT STUDENT SUPERVISION

A. The Board of Education shall be encouraged to provide an Outdoor Education Program for students.

B. Outdoor Education

Sixth grade classroom teachers will be expected to accompany their students in a supervisory role. Any teacher unable to attend one (1) or more days shall not be required to do so unless no qualified volunteer is available. Other teachers wishing to participate may volunteer to fill in where vacancies occur.

C. Overnight Student Supervision

Any teacher required to supervise any overnight Outdoor Education Programs or the Washington D.C. trip shall be compensated by an additional personal day to be taken at his/her discretion for use during the school year that day is granted.

## 13.04 TRAVEL ALLOWANCE

A. Any teacher who is required to use his/her personal automobile to travel as part of his/her job assignment shall receive the IRS rate for each mile driven.

1. A log of authorized and/or required travel shall be kept by the teacher. This log shall be turned in to the immediate supervisor for reimbursement on a quarterly basis.

2. The total amount a person receives shall be computed accordingly:

Total Amount = Total Distance Traveled x Mileage Rate.

## 13.05 TUITION REIMBURSEMENT

The district shall allocate $42,500 per school year to be used for tuition reimbursement. Guidelines for disbursement of these funds shall be established by a committee, meeting annually, composed of three (3) SFTP members chosen by the SFTP President and three (3) administrators chosen by the Superintendent. These guidelines shall be published on the District's website. Payment for this additional training shall be paid by the first pay in November.

## 13.06 ASSOCIATION COMPENSATION

For the purposes of this section, the Association shall be considered a Teacher Professional Organization ("TPO") under the state Teachers Retirement System ("STRS") rules. Consistent with the Ohio Administrative Code (OAC) 3307-6-01, the Board will pay compensation to the following TPO positions; The Association President, First Vice President, Second Vice President, Secretary and Treasurer as identified by the Association.

1. By April 1st of each year, the Association/TPO Treasurer shall provide the Treasurer with the following information:

    a. The list of current executive committee members;
    b. Compensation/rate of pay for each individual for the services he/she provides in the executive committee position during the school year;
    c. Applicable time period and how the rate of pay will be determined.

2. To comply with STRS rules and Ohio Administrative Code Section 3307-6-01, the employer and the employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to the maximum amount, which is determined by multiplying the per diem rate of the teaching salary for 250 days. The compensation shall be considered annual supplemental salary for the service to the TPO and shall be in addition to the teacher's regular contract salary and any supplemental and/or extended contract salary he/she is entitled to under this Contract. All payments will reflect standard deductions for STRS retirement, Medicare and Workers Compensation.

3. The Association will reimburse the Board for all compensation and expenses associated with TPO compensation. Payment will be made by the Association in a lump sum payment. The Board will issue payment to the executive committee members annually within thirty (30) days of receiving the funds from the Association. The Treasurer will verify the total cost associated with this TPO benefit with the Association Treasurer by May 1st.

4. The Association agrees to indemnify and hold the Board harmless for any liability or expenses related to TPO payments, including but not limited to overpayment, fines, assessments, etc.

## ARTICLE XIV. DEDUCTIONS

### 14.01 SUMMIT FEDERAL CREDIT UNION DEDUCTION

A. Credit union deductions will be made twice monthly and deposited in the credit union by 5:00 p.m. of the next working day following the pay day.

B. Certificated/licensed employees desiring to change their present deductions or to start payroll deductions are requested to fill out payroll deduction authorization cards and submit them to the Treasurer's office.

### 14.02 PROFESSIONAL DUES DEDUCTION

A. Professional dues shall be deducted in equal amounts from twenty-six (26) consecutive pays, starting with the first pay of the contract year. Authorization for such deductions, including continuous membership, shall be provided to the Board Treasurer by the Association Treasurer.

B. The Board Treasurer shall issue a single check to the Association Treasurer for all certificated/licensed personnel.

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C. Fair share fee has been deemed unconstitutional and therefore, the following section of the contract, entitled Fair Share Fee, is null and void and shall be moved to a side letter as such. Should the US Supreme Court reverse itself, it shall automatically be reinstated and reactivated. (MOVED TO SIDE LETTER)

### 14.03 TAX-SHELTERED ANNUITY DEDUCTION

The Board of Education shall provide payroll deduction for the tax-sheltered annuity plan.

### 14.04 UNITED WAY DEDUCTION

The Board of Education shall adopt the policy that United Way contributions may be deducted as follows: After pledges have been made, United Way contributions may be taken out for a total of ten (10) pays.

### 14.0 SFTP SCHOLARSHIP FUND

A one-time payroll deduction for SFTP scholarship, minimum of Ten Dollars ($10.00).

### 14.06 ELECTRONIC TRANSFERS

Direct deposit of paychecks to the financial institution of the teacher's choice (bank, savings and loan, credit union, etc.) will be made and is required.

## ARTICLE XV. SALARY SCHEDULES

### 15.01 SALARY PROVISIONS

A. The schedule shall be a single salary schedule for both elementary and secondary school teachers. In lieu of a base increase, the Board will pay a one-time payment that is equivalent to six percent (6.0%) of each bargaining unit member's current salary for the 2025-2026 school year, five and one half percent (5.5%) of their current salary for 2026-2027, and five and one half percent (5.5%) of their current salary for 2027-2028. For the 2025-2026 school year, payment will be issued by the first pay in May of 2026. For the 2026-2027 and 2027-2028 school years, payment will be issued by the second pay in November.

B. This salary schedule is based on professional training and experience. For the purpose of this schedule, not less than thirty (30) semester hours shall be considered one (1) year of college work. In order to receive credit for one (1) year of experience, a teacher must have served as a supervisor, principal, regular or substitute classroom teacher, or tutor; and must have served in such capacity for

one hundred twenty (120) days or sixty-six and two-thirds percent (66 $^{2}/_{3}$%) in any school year.

C. No teacher shall receive credit for more than six (6) years of experience until his/her work experience beyond the six (6) year level has been evaluated by the Board. This evaluation will take place within the first year of his/her employment.

D. Veterans shall be given credit for service in the armed forces under the same provisions as established for teaching service in Item C, above.

E. All teachers must have on file with the Board Treasurer prior to September 15:

1. An official transcript of credits from a college or university.

2. A copy of a valid teacher's certificate/license.

3. Documentation verifying Highly Qualified Status for the subject he/she is currently teaching. (NOTE: Any teacher who is not highly qualified shall work with district administration to complete the necessary requirements.)

F. Any teacher who expects to receive credit for additional training acquired must furnish, in writing, to the Treasurer of the Board by September 1 of any school year, the amount of additional training to be completed by this date; and, by September 15, said teacher shall furnish an official transcript from an accredited college or university. A letter stating that the transcript is forthcoming will be accepted in lieu of transcript.

G. All teachers shall notify the Board Treasurer within ten (10) days after receiving contract or salary notice, whether or not it is to be accepted.

H. Teachers whose contracts are acted upon following the last day of school shall be notified within ten (10) days following the Board's decision.

I. Deductions for days absent shall be calculated by dividing the total annual salary by one hundred eighty-four (184) days.

J. Teachers will be paid on a twelve (12) month basis, twenty-six (26) equal biweekly pays per contract year.

K. The earned balance due an employee at the termination of his/her contract may be paid in full at the close of the next complete pay period following termination of the contract, except such cases in which the teacher is entitled to additional benefits during the summer vacation. Under these conditions, regular pay periods will continue through August.

L. The salary schedule is part of the Master Agreement.

M. All teachers' paychecks will be transmitted by direct bank deposit. The Board shall make electronic transfers of the paychecks for teachers and transmit an electronic verification to the teacher. This service is available for up to three (3) different accounts per teacher. A teacher's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm or savings and loan institution of the teacher's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer.

**15.02 DEFINITION OF SALARY COLUMNS**

A. Bach

A Bachelor's degree from an accredited college or university.

B. Five Years

From one hundred fifty (150) semester hours to a Master's degree in courses or workshops from an accredited college or university.

C. Master

A Master's degree in the field of education from an accredited college or university.*

D. MA +18

Eighteen (18) semester hours in graduate education courses beyond the MA from an accredited college or university.

E. MA +30

Thirty (30) semester hours in graduate education courses beyond the MA from an accredited college or university.

F. PhD/EdD

Doctorate degree in an academic field or in the field of education from an accredited university.

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*Review by Committee. Teachers may apply for the Master's salary column with an MA degree in a field other than education. A joint Association/Administrative Committee comprised of the SFTP President and a SFTP designee, or their designees and two (2) designees of the Superintendent will study each case. They will make a recommendation to the Superintendent as to whether the Master's degree is related to the field of teaching. The teacher may present rationale to the Committee. Final determination shall be made by the Board in Executive Session.

**15.03 SALARY INDEX AND SCHEDULE**

**SFTP Salary Schedule**

**2025 -2026/2026-2027/2027-2028**

**Base: $39,762**

| Step | BA | 5 YEAR | MASTER | MA+18 | MA+30 | PhD/EdD |
|---|---|---|---|---|---|---|
| 0 | $39,762 | $42,199 | $44,640 | $47,078 | $49,515 | $51,957 |
| 1 | $42,199 | $44,640 | $47,078 | $49,515 | $51,957 | $54,394 |
| 2 | $44,640 | $47,078 | $49,515 | $51,957 | $54,394 | $56,831 |
| 3 | $47,078 | $49,515 | $51,957 | $54,394 | $56,831 | $59,273 |
| 4 | $49,515 | $51,957 | $54,394 | $56,831 | $59,273 | $61,710 |
| 5 | $51,957 | $54,394 | $56,831 | $59,273 | $61,710 | $64,147 |
| 6 | $54,394 | $56,831 | $59,273 | $61,710 | $64,147 | $66,589 |
| 7 | $56,831 | $59,273 | $61,710 | $64,147 | $66,589 | $69,026 |
| 8 | $59,273 | $61,710 | $64,147 | $66,589 | $69,026 | $71,464 |
| 9 | $61,710 | $64,147 | $66,589 | $69,026 | $71,464 | $73,905 |
| 10 | $64,147 | $66,589 | $69,026 | $71,464 | $73,905 | $76,342 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 11 | $66,589 | $69,026 | $71,464 | $73,905 | $76,342 | $78,780 |
| 12 | $69,026 | $71,464 | $73,905 | $76,342 | $78,780 | $81,221 |
| 13 | $71,464 | $73,905 | $76,342 | $78,780 | $81,221 | $83,658 |
| 20 | $73,905 | $76,342 | $78,780 | $81,221 | $83,658 | $86,096 |
| 25 | $76,342 | $78,780 | $81,221 | $83,658 | $86,096 | $88,537 |
| 28 | $77,933 | $80,371 | $82,812 | $85,249 | $87,686 | $90,128 |
| 29 | $79,126 | $81,564 | $84,004 | $86,442 | $88,879 | $91,321 |
| 31 | $80,319 | $82,757 | $85,197 | $87,635 | $90,072 | $92,513 |

## 15.04 EMPLOYER "PICKUP" OF EMPLOYEE CONTRIBUTIONS

A. The Treasurer of the Springfield Local School District is hereby authorized, effective September 1, 1984, to contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each certificated/licensed employee's contribution to STRS in lieu of payment to such employee; and that such amount contributed by the Board on behalf of the certificated employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certificated/licensed employee.

B. The Treasurer is directed to prepare and distribute an addendum to each certificated/licensed employee's contract which states:

1. THAT the employee's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee;

2. THAT the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each certificated/licensed employee; and

3. THAT sick leave, severance, vacation, supplemental, and extended service pay, and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and "pick-up" component of the employee's restated salary.

## 15.05 SUPPLEMENTAL SALARY SCHEDULE

A. The following extra-duty schedule shall be recognized as additional duties and the listed reimbursements shall be made to persons assigned such duties in addition to the preceding schedule. Stipends may be increased subject to the mutual

agreement of the parties to the Master Contract. Positions may be added, eliminated or unfilled at the discretion of the Superintendent prior to the issuance of a new limited contract.

The supplementals shall be posted annually: Fall sports and non-athletic supplementals shall be posted not later than the previous May 30th; Winter and Spring sports shall be posted not later than September 30th; and any non-athletic and Fall sports unfilled after the initial posting in May shall be re-posted not later than September 30th. Any home instructor or after hour tutor positions which are available or may become available during the semester shall be posted at the beginning of each semester.

The School Counselors and District Library Coordinator supplemental bargaining unit positions are not posted and are awarded to the personnel who hold these regular teaching positions.

B. After posting, supplemental contracts will be awarded with first priority given to currently-employed, qualified, certificated/licensed personnel.

1. When there is more than one (1) applicant for a position, the position shall be awarded to the applicant who is best qualified.

C. Athletics

**High School & Junior High**

| | | |
|---|---|---|
| 1. | Faculty Manager | 12% |
| 2. | 7-12 Athletic Coordinator | 12% |
| 3. | 7-12 Athletic Coordinator | 12% |
| 4. | Cross Country Head Coach | 13% |
| 5. | Cross Country Assistant Coach | 11% |
| 6. | JH Cross Country Head Coach | 10% |
| 7. | Varsity Football Head Coach | 20% |
| 8. | Varsity Football Assistant Coach (4) | 14% |
| 9. | Junior Varsity Football Coach | 14% |
| 10. | Freshman Football Head Coach | 12% |
| 11. | Freshman Assistant Football Coach | 10% |
| 12. | 8th Grade Football Head Coach | 10% |
| 13. | 7th Grade Football Head Coach | 10% |
| 14. | 8th Grade Football Assistant Coach | 8% |
| 15. | 7th Grade Football Assistant Coach | 8% |
| 16. | Golf Head Coach (Boys) | 13% |
| 17. | Golf Head Coach (Girls) | 13% |
| 18. | Golf Assistant Coach (Boys) | 11% |
| 19. | Golf Assistant Coach (Girls) | 11% |
| 20. | Junior High Golf Coach | 10% |

21. Soccer Head Coach (Boys) 13%
22. Varsity Soccer Assistant Coach (Boys) 11%
23. Soccer Head Coach (Girls) 13%
24. Varsity Soccer Assistant Coach (Girls) 11% 25. JH Soccer Head Coach (Boys) 10% 26. JH Soccer Head Coach (Girls) 10%
27. Girls Volleyball Head Coach 13%
28. Varsity Volleyball Assistant Coach (Girls) 11%
29. Junior Varsity Volleyball Coach 11% 30. Freshman Volleyball Coach 10% 31. Volleyball Coach – 8th Grade 10%
32. Volleyball Coach – 7th Grade 10%
33. Varsity Cheerleading Advisor 11%
34. Junior Varsity Cheerleading 10%
35. Freshman Cheerleading Advisor 9%
36. JH Cheerleading Advisor 5%
37. Sparkle 5%

38. Varsity Basketball Head Coach (Boys) 20%
39. Varsity Basketball Assistant Coach (Boys) 14%
40. Junior Varsity Basketball Coach (Boys) 14%
41. Freshman Basketball Head Coach (Boys) 12%
42. 8th Grade Basketball Head Coach (Boys) 10%
43. 7th Grade Basketball Head Coach (Boys) 10%
44. Varsity Basketball Head Coach (Girls) 20%
45. Varsity Basketball Assistant Head Coach (Girls) 14%
46. Junior Varsity Basketball Coach (Girls) 14%
47. Freshman Basketball Head Coach (Girls) 12%
48. 8th Grade Basketball Head Coach (Girls) 10%
49. 7th Grade Basketball Head Coach (Girls) 10%
50. Varsity Bowling Head Coach (Boys) 13%
51. Varsity Bowling Head Coach (Girls) 13%
52. Junior Varsity Bowling Coach (Boys) 11%
53. Junior Varsity Bowling Coach (Girls) 11%
54. Indoor Track (Boys) 5%
55. Indoor Track (Girls) 5%
56. Varsity Wrestling Head Coach 17%
57. Varsity Wrestling Assistant Coach 12%
58. Junior Varsity Wrestling Coach 12%
59. Freshman Wrestling Head Coach 11%
60. JH Wrestling Head Coach 10%
61. Varsity Baseball Head Coach 13%
62. Varsity Baseball Assistant Coach 11%
63. Junior Varsity Baseball Coach (Red) 11%

| | | |
|---|---|---|
| 64. | Junior Varsity Baseball Coach (Gray) | 11% |
| 65. | Varsity Softball Head Coach | 13% |
| 66. | Varsity Softball Assistant Coach | 11% |
| 67. | Junior Varsity Softball Coach (Red) | 11% |
| 68. | Junior Varsity Softball Coach (Gray) | 11% |
| 69. | Varsity Track Head Coach | 13% |
| 70. | Varsity Track Assistant Coach | 11% |
| 71. | JH Boys Track Head Coach | 10% |
| 72. | JH Girls Track Head Coach | 10% |

**Intermediate School**

| | | |
|---|---|---|
| 73. | Running Club | 5% |
| 74. | Pin Pals | 3% |

D. Other Supplementals

| | | |
|---|---|---|
| 1. | Summer Band | 10% |
| 2. | Instrumental Music Director | 10% |
| 3. | Vocal Music Director | 10% |
| 4. | District Library Coordinator | 10%** |
| 5. | Dramatics | 8% |
| 6. | Junior High School Drama | 8% |
| 7. | Counselors | 7% |
| 8. | Summer Band Assistant | 6% |
| 9. | Instrumental Music Assistant | 6% |
| 10. | High School Newspaper | 5% |
| 11. | High School Yearbook | 5% |
| 12. | Senior Class Advisors | 4% |
| 13. | High School Student Council | 4% |
| 14. | Mentor Teacher | 3.5% |
| 15. | National Honor Society | 3% |
| 16. | Department Chairpersons | 3% |
| 17. | Junior High School Newspaper | 3% |
| 18. | Junior High School Yearbook | 3% |
| 19. | Junior High School Student Government | 3% |
| 20. | High School Haromano | 3% |
| 21. | Mock Trial Advisor | 3% |
| 22. | Academic Challenge | 3% |
| 23. | Class Advisors (except senior) | 2% |
| 24. | Bridge Building | 3% |

25. Soap Box Derby 3%
26. Tech Coach 5%
27. Washington, DC Trip Coordinator 4%
28. High School Dance 3%
29. Robotic Coach 3%
30. Summer Percussion Instructor 3%*
31. Percussion Instructor 14%*
32. Color Guard Instructor 5%*
33. Majorette Instructor 3%*

* Funding and continuation dependent upon outside sources.

E. Voluntary, non-paid supplemental positions need not be posted.

F. The Association and the Administration shall appoint an equal number of members to the BLTs and the DLT.

Further, the BLTs and the DLT shall not discuss issues that are subject to bargaining.

DLT and BLT members shall receive $250.00 per year for attending meetings outside of the normal workday. If a DLT or BLT member is absent from a meeting outside of the normal workday, the stipend shall be ratably reduced. If a member is on both the DLT and the BLT, he/she will receive $500.00 per year for attendance at both DLT and BLT meetings.

G. STUDENT TEACHER STIPEND

A teacher who agrees and accepts a student teacher shall be paid the amount of the stipend paid by the university to the Board of Education. The parties recognize and understand that the amounts may differ depending on the university and the length of the assignment.

## ARTICLE XVI. BUDGETARY CONCERNS

### 16.01 MONETARY AND BUDGET CUTS

A. If the financial condition of the District deteriorates to the point where it becomes necessary for the Superintendent to recommend cuts to the Board affecting educational programs, supplemental contracts, supplies, student activities, and athletic programs, the Superintendent will:

1. Confer with the Association President prior to making such recommendations and in time for the Association to respond.

2. Attempt to incorporate Association priorities in any recommendation taken to the Board.

3. Strive to reduce all aspects of programs and activities in an equitable fashion.

### 16.02 SUPPLIES

Adequate supplies are necessary for the proper functioning of all classrooms. Efforts shall be made to determine actual needs of the teachers at each level/building and provide the supplies as funds are available.

## ARTICLE XVII. REDUCTION IN FORCE

### 17.01 REDUCTION IN NUMBER OF TEACHERS; RESTORATION

A. When by reason of decreased enrollment of pupils, lack of funds, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a necessary reduction.

B. The Superintendent shall notify the Association President of a potential Reduction in Force and the positions affected not later than April 15th. Prior to taking such action, the Superintendent shall notify the Association with the specific reason for the potential reduction and the specific positions which shall be affected. Such notice shall be sent as soon as possible but in time for the Association to respond to the Board or Superintendent prior to the reduction, during the school year immediately prior to the intended staff reduction. The Association shall reply to the Board of Education with any concerns regarding the Board's plan, whether in the area of merits, procedure or any other effects on the Master Contract between the parties. Bargaining unit members who are being reduced in force shall be notified not later than May 15th.

C. Immediately prior to the Board's action, the Superintendent shall:

1. Have provided the Association President the following:

    a. A seniority list of all teachers in the system in their areas of certification/licensure. Teachers shall be placed on all lists for which they are certified/licensed. A list of current assignments shall be given to the Association President.

    b. Use involuntary transfer pursuant to Article III, Section 3.02(C)(2).

    c. A list of those specific positions to be reduced by grade and subject.

    d. A Reduction In Force (RIF) Personnel List, compiled from the seniority list described above.

2. Proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, in the preferential order, do the following:

    a. Recommend not employing replacements in those positions open for the next school year.

b. Give bargaining unit members who are employed in an area to be reduced an opportunity to volunteer for a reduction in force. If a bargaining unit member volunteers to be reduced, s/he shall be the employee who is reduced in force and removed from active employment. S/he would go on the recall list like any other bargaining unit member who is reduced in force. A bargaining unit member who volunteers for a reduction in force must do so not later than April 15th.

c. Recommend any additional RIF continue first with limited contract personnel by certification/licensure.

d. Recommend, if additional reductions are still necessary, the suspension of those continuing contracts by certification/licensure, pursuant to Ohio Revised Code 3319.17.

e. The Board will not give preference to teachers based on seniority except when making a decision between teachers who have comparable evaluations.

Comparable shall be defined as follows:

During the term of this Agreement, all teachers who are rated Accomplished, Skilled or Developing shall be deemed comparable for the duration of this contract. A rating of Ineffective is not comparable with the other ratings.

3. Determine placement on the seniority list by the length of continuous service in the District. Among those with the same length of continuous service, placement shall be determined by:

a. Date of the Board meeting at which the teacher was hired; and then, if necessary,

b. Prior service in the district. The continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from date of return, except prior service will be used to break a tie regarding order of placement on the seniority list; and then,

c. By lot. In the event two or more employees have the same Board hire date after application of prior service, and the seniority list should encompass that hire date and certification/licensure, the seniority list placement shall be determined by lot. The name of each employee with the same hire date shall be placed in an individual sealed envelope. The Superintendent or designee shall draw one envelope at a time until all are drawn. The name of the employee in the first envelope drawn shall be the last employee laid off and the first recalled, with subsequent names following in order of the draw.

4. Offer re-employment to a teacher whose name appears on the RIF List, when a position becomes available for which the teacher is certified/licensed.

5. Offer to teachers on the RIF List, positions for which they are certified/licensed as follows:

a. No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified/licensed for any opening of a teaching position.

b. Teachers shall be restored to employment on a last-out/first-in basis to any position for which they are certified/licensed by the State of Ohio, pursuant to Ohio Revised Code 3319.22.

c. Date of certification(s)/licensure(s) shall not affect the seniority status of any teacher.

d. Teachers having greater system-wide seniority and the appropriate certification/licensure, shall have the right to assume another position currently held by a person of lesser seniority, who is not on the RIF List, as long as the teacher is displacing a teacher with an evaluation rating that is comparable or has a lower evaluation rating.

e. Teachers who are on the recall list can achieve new certification/licensure in another teaching area(s) and be recalled to a position in that licensure area as well as a position of their original licensure area. A teacher who achieves a new licensure area while on the recall list must notify the Board office in writing in order to be recalled to a position in that area thereafter.

6. Give a written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address, with a simultaneous copy to the Association.

a. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or of other notice to the teacher.

b. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays; or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, unless an extension is granted in writing by the Board, said teacher shall be considered to have rejected said offer, and shall be removed from the RIF List.

c. A teacher on the RIF List shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following contract suspension.

d. Teachers will remain on the RIF List for a period of forty-eight (48) months following the layoff. If a teacher on the RIF List accepts regular, full-time employment with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the RIF List. However, the foregoing shall not apply to teachers who were reduced in force and who have a continuing contract with twenty (20) or more years of service in Springfield Local Schools at the time of RIF. They shall be eligible to stay on the recall list for forty-eight (48) months, whether or not they accepted regular, full-time employment in another school district. Such a teacher shall be subject to the other provisions in Section 17.01(C)(6) regarding recall.

Should the law change restoring reduction in force by seniority (limited contracts first, then continuing contracts by seniority within licensure area), the parties agree that this language will automatically revert to the language contained in the Collective Bargaining Agreement dated August 21, 2010 – August 20, 2012.

**17.02 RIF OF TUTORS**

A. All of the provisions of Section 17.01 shall apply to tutors with the following exceptions:

1. Tutors are a separate and distinct group from teachers for purposes of RIF and recall.

2. The negotiated RIF procedure shall be applied to each group separately. RIF
of tutors shall be by seniority only; however, all other procedures in Article 17.01 shall apply to tutors.

3. Two separate seniority lists are to be maintained and published, one for tutors and one for other members of the bargaining unit.

4. Tutors do not have the right to displace teachers nor be recalled to a regular teaching position for which they are certified/licensed. Teachers do not have the right to displace tutors nor be recalled to a tutor position if there are tutors on the recall list.

B. All teachers and tutors on the recall list shall be notified by the Board of teaching vacancies and tutor vacancies.

## ARTICLE XVIII. GRIEVANCE PROCEDURES

### 18.01 DEFINITIONS

A. A "Grievance" is a written complaint involving the alleged violation, misinterpretation, or misapplication of the terms of the written Master Agreement between the Springfield Local Board of Education and the Springfield Federation of Teaching Professionals.

B. An "Aggrieved Person" is the person initiating the grievance.

C. A "Class Action Grievance" is one affecting a group or class of teachers and initiated by the Association at Level Two.

D. A "Party of Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

E. The term "Days" when used in this Article, except where otherwise indicated, means days in session.

### 18.02 PURPOSE

Should misunderstandings as to the application of the provisions of this Agreement occur, the Board of Education and the Association subscribe to the principle that such misunderstandings should be resolved at the lowest possible level and as quickly as possible. In more difficult or complex matters, it is desirable to have a procedure which provides for an orderly, fair, resolution of the problem. To this end, both parties to this Agreement establish and endorse the following procedure.

### 18.03 INITIATION AND PROCESSING

A. Level One

Conference with Building Principal Regarding the Problem

1. A teacher shall request a conference with the building principal within ten (10) working days after the teacher knows or should have reasonably known the existence of the problem, by submitting the Grievance Form.

2. A conference to discuss the problem will be scheduled within two (2) working days after it has been requested.

3. The teacher will be accompanied and represented Association representative(s) throughout the processing of the grievance.

4. The Building Principal will give his/her decision in writing to the teacher within five (5) working days after the above conference. The failure of the Building Principal to respond within five (5) working days shall entitle the grievant to advance the grievance to Level Two of the grievance procedure.

5. The decision shall be appealed to the Superintendent within five (5) working days after Building Principal's decision.

B. Level Two

Investigation and Review by Superintendent and/or Designee

1. The grievant may request in writing, by filing an extension of the original grievance form, a review and investigation by the Superintendent.

a. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit a class action grievance in writing to the Superintendent directly, within ten (10) working days after the Association knows or should have reasonably known of the existence of the problem, and processing of such grievance will be commenced at Level Two.

b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written appeal.

c. A conference will be held with the grievant, Superintendent, Association representative(s), and other interested parties invited by either participant, at which time all parties may present information relative to the problem under study. Several conferences may be scheduled by mutual agreement to review all the information and circumstances.

d. This review will be completed and decision communicated in writing to the teacher, Association representative(s), and the other Administrators involved in the proceedings within ten (10) working days after receipt of the appeal. The failure of the Superintendent to respond within ten (10) working days shall entitle the grievant to advance the grievance to Level Three of the grievance procedure.

e. An appeal of the Superintendent's decision may be made to Arbitration or to Mediation within ten (10) working days of the receipt of the decision.

C. Level Three

If, after receiving the decision of the Superintendent, the grievant remains unsatisfied, the grievant and the Board may mutually determine to advance the matter to grievance mediation with the FMCS, which is the preferred mediation service. If the FMCS is not available, the Parties will select a mutually agreed-upon mediator or mediation service. Should the parties determine that Mediation is not mutually desired, the appeal shall be made to Arbitration. This advancement shall be made within ten (10) days from the receipt of the decision of the Superintendent. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the Mediator, but no later than thirty (30) days from the filing of the request for mediation. Each party shall bear their costs in the mediation process and equally divide the cost of the Mediator, if any is charged. If the mediation process is not successful or is not completed within thirty (30) days of the request for mediation, and the grievant remains unsatisfied, the grievance may proceed to the next level.

D. Level Four

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or Three, or if no decision has been rendered within ten (10) working days of the written appeal at Level Two or Three, the grievant, through the Association, may advise the Board of the intent to advance the matter to Arbitration. Selection shall be made in accordance with the rules and the procedures of the American Arbitration Association (AAA).

2. The person so selected shall hold the necessary hearing promptly and issue his/her findings of fact and recommendations within such time as may be agreed upon. Such findings and recommendations shall be in writing and shall be final and binding on the parties.

3. In the event there is a charge for the services for the third person, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, or for a transcript of the proceedings, the parties shall share the expenses equally.

4. The authority of the arbitrator shall be limited to the alleged misinterpretation, misapplication, or violation of a specific provision(s) of the contract as set forth in the grievance. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the contract; shall not act in a manner that is contrary to the contract or law; or to arbitrate any matter not specifically provided by the contract.

## 18.04 NO REPRISALS

No reprisals of any kind will be taken by the Board or by any member of the administration against any party of interest, any faculty representative, any member of the Association's Grievance committee, or any other participant in the grievance procedure by reason of such participation.

## 18.05 MISCELLANEOUS

A. The filing of a grievance under this section, or the right to file, shall in no way limit or restrict the right of the Board or the Superintendent to proceed according to the laws governing the operation of schools, except as herein agreed.

B. Decisions rendered at Levels Two through Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore; and will be transmitted promptly to all parties involved in the grievance, the Association President and to the Grievance chairperson. Such decision shall be attached to the original grievance form and all pertinent data of this specific grievance shall be returned to the Grievance chairperson at the conclusion of each level.

C. All documents, communications and records dealing with the processing of the grievance, if retained, will be filed separately from the personnel files of the participants. All proceedings and preliminary decisions shall remain confidential until a final disposition of the grievance is made.

D. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given to the Grievance Chairperson.

E. In the event a grievance is filed so that processing (as stipulated under all levels of the Grievance Procedure) cannot be completed before the last day of the school term, processing shall continue as though school were in session.

F. In the event a grievance is filed at such time that processing through all the steps in this procedure according to time limits could result in irreparable harm to a party

of interest, the parties agree to reduce the time limits set forth herein so the grievance may be decided as quickly as possible.

G. The Board agrees to make available to the aggrieved and his/her representative, all pertinent information not privileged under law, in its possession or control, and which is relevant to issues raised by the grievance.

H. When it is necessary at Level Two, Three, or Four for a representative(s) designated by the Association to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's office shall so notify the principal of such Association representative(s), and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

I. In addition to class action grievances, the parties may agree that a grievance be initiated at Level Two.

## ARTICLE XIX. RESIDENT EDUCATOR

### 19.01 DEFINITIONS

A. Resident Educator Program

means a program of support provided by the Springfield Local Schools pursuant to the Resident Educator standards to meet the unique needs of employment under a Classroom Teaching License or an Educational Personnel License upon entry into the profession.

B. Consulting Teacher/Mentor

is a teacher who will provide formative assistance to the Resident Educator.

Throughout this article, the term "Mentor" is meant to include "Facilitators" as named by the State Board of Education for Mentors in years one and two.

C. Resident Educator

is a teacher working under the first license issued by the State Board of Education which defines them as eligible to be a Resident Educator.

D. Formative Assistance

is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual and professional achievement.

E. Resident Educator Program Coordinator

The Resident Educator Program Coordinator will be assigned by the Superintendent. The Resident Educator Committee will consist of an equal number of Board and Association representatives. The Coordinator shall serve as the Chair of the Committee.

### 19.02 SELECTION AND ASSIGNMENT OF MENTOR TEACHERS ORGANIZATION

A. Criteria/Procedures for Selecting and Assigning Consulting Teacher/Mentors

1. Must be willing to devote additional time for consulting and record keeping involved in the program.

2. Must hold a professional license.

3. Must be employed under a Classroom Teaching Certificate/License for assignment to a classroom teacher or specific Educational Personnel Certificate/License similar to that of the Resident Educator unless otherwise agreed to by the Resident Educator.

4. Must have knowledge, skills, attitudes, and values deemed essential for becoming an effective Consulting Teacher/Mentor.

5. Must be open to any trained teacher with a professional license in the bargaining unit. All positions shall be posted so that trained teachers may apply.

6. Mentor training dates shall be provided to all of the members of the bargaining unit. Attendance at a training session during the work day is subject to the Superintendent's discretion.

B. Selection of Consulting Teachers/Mentors

1. Mentors shall apply in writing to the Superintendent by April 30 of the preceding year. A listing of such applicants shall be kept on file in the Superintendent's Office.

2. An outline of responsibilities and time commitments will be presented to all individuals that have applied. If they choose to remain as an applicant, they will indicate this in writing to the Superintendent's Office.

3. The Resident Educator Committee will consult and make decisions on who will serve as consulting teachers/mentors.

4. Mentors must take the state required training in order to be qualified to serve as a mentor.

C. Assignment of Consulting Teachers/Mentors

1. Resident Educators should be assigned a Consulting Teacher/Mentor from the same department in the High School, from the same grade level or subject area at the Middle School, or from the same building at a similar grade level in the Elementary School, whenever possible or appropriate.

2. Resident Educators working as traveling specialists at the Elementary level should be assigned a Consulting Teacher/Mentor in the same subject area, whenever possible or appropriate.

3. If, at any time of professional interaction, the Resident Educator or the Consulting Teacher/Mentor decides the relationship is not working,

either may petition the Building Level Administrator for a change in assignment.

**19.03 <u>STRUCTURE OF THE RESIDENT EDUCATOR PROGRAM</u>**

Each Resident Educator will be assigned a Consulting Teacher/Mentor initially for the period of one (1) school year.

A. Initial orientation for the Residential Educator will be provided by the Central Office Administration, the Building Administration, and the Consulting Teacher/Mentor.

1. Information provided by the Central Office or Building Administration at a general meeting of all new staff members before school begins includes:

a. information on the students and the community;

b. the nature of the Resident Educator Program;

c. Springfield Local School District's policies, procedures, and routines;

d. policies, procedures, and routines in a school building;

e. courses of study, assessment, lesson plan responsibilities, materials procurement procedures;

f. orientation to layout and facilities of the building;

g. any additional information the Resident Educator may need to be adequately prepared for his/her specific assignment.

2. Information provided by the Consulting Teacher/Mentor could include, but not limited, to:

a. assistance in acquiring knowledge of school curriculum, responsibilities for implementing that curriculum, and instructional resources available for such implementation;

b. assistance with management tasks for Resident Educators (i.e., attendance registers, inventory, budgeting, permanent records, etc.); c. assistance in improvement of instructional skills and classroom management through formative assistance.

3. Consulting Teachers/Mentors will be provided the following by the Superintendent:

a. orientation to Consulting Teacher/Mentor responsibilities;

b. training in knowledge and skills necessary to perform Consulting Teacher/Mentor responsibilities and shall be offered once every three (3) years, as needed;

c. opportunities to consult with and otherwise assist assigned Resident Educator on a regular basis.

B. 1. Both the Consulting Teacher/Mentor and the Resident Educator will keep a journal outlining the dates and times when they consult. Other notes may be made, but those notes remain the private property of the individual. The Administration may request only the dates and times from the Resident Educator and the Consulting Teacher/Mentor to verify its records that the State Standard was met.

2. This journal will provide a record of the challenges faced, problems solved, and projects worked on during the year. Weekly logs are strongly encouraged. It should be done at the beginning of the program and reviewed at the end of the program.

3. The Administration is solely responsible for the decision to reemploy the Entry Year Person. No Administrator will ask a Consulting Teacher/Mentor to make statements regarding the performance of the Resident Educator.

C. Evaluation of the Resident Educator

The Springfield Local Schools will evaluate the Resident Educator Program as needed.

Program Administrators, Consulting Teachers/Mentors, and Resident Educators will be involved in the evaluation of the program.

## ARTICLE XX. OCCUPATIONAL SAFETY AND HEALTH

### 20.01 NOTICE OF VIOLATION

Before exercising his/her right under ORC 4167.06 it is recommended that a teacher contact his/her principal or the Superintendent and review all existing facts. The teacher has the right to SFTP representation in connection with such review. The teacher may be temporarily reassigned without regard to other provisions of this Agreement but shall suffer no loss of compensation as a result of the reassignment.

### 20.02 DISCRIMINATION CLAIMS

In the event a teacher wishes to or actually asserts a claim of discrimination for having filed an occupational safety or health violation as defined in ORC 4167.13, the Superintendent shall have the right to a meeting with SFTP representatives in order to (1) review all existing facts and (2) to determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.

### 20.03 INTERNAL ADMINISTRATIVE PROCEDURE

The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to ORC 4167.10 without first having met with the Superintendent to review all existing facts and possible corrective measures.

### 20.04 CRISIS GO CELL PHONE BASED APPLICATIONS

Should a teacher decide to use his/her personal cell phone for the application Crisis Go, the following protections are granted:

The District may not use GPS or other tracking information gathered by the application except in the case of an emergency the Crisis Go application is intended for;

The fact that a teacher uses his/her personal cell phone for the Crisis Go or other application does not make that teacher's cell phone available for district use or inspection;

A teacher may withdraw his/her cell phone from the Crisis Go or other application at any time;

No discipline shall result to a teacher for inadvertent failure to use the Crisis Go app correctly, or for failure of the app.

The district agrees to provide adequate training on the use of the app.

## ARTICLE XXI. CONTINUOUS IMPROVEMENT – ACADEMIC WATCH/EMERGENCY

This Association shall have the right to appoint an equitable number of members, to the extent permitted by law, to any committee/team/panel established to address issues resultant from school district report cards, or addressing continuous improvement planning/implementation.

## ARTICLE XXII. MASTER TEACHER COMMITTEE

### 22.01 MASTER TEACHER COMMITTEE

A. Establishment of Master Teacher Committee

A Master Teacher Committee (MTC) shall be established for the purpose of designating teachers in the building/district as Master Teachers.

B. Selection of the Master Teacher Committee Members

1. The MTC shall be comprised of a majority of practicing teachers.

2. The odd-numbered committee shall be comprised of five (5) members as follows:

a. Three (3) teachers appointed by the Association in a manner determined by the Association.

b. Two (2) administrators holding Ohio Administrator Licenses

C. Master Teacher Committee Operational Procedures

1. The MTC shall determine the time, location, and number of committee meetings.

2. The MTC members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of information to local Association members, and the appeal procedure. These procedures will be shared with the Superintendent and the SFTP President.

3. The MTC shall comply with all applicable provisions of ORC 121.22 (Sunshine Law).

D. Terms of Office

1. The Association shall determine the length of the term of office for the local Association members serving on the MTC.

2. The terms of office for the MTC shall be staggered.

3. The Association shall determine the process for removing a teacher member from office and for filling mid-term vacancies of teacher positions.

E. Employee Protection

1. Under no circumstances is the involvement in the activities of the MTC to be used for adverse employment decisions by the employer.

2. Nothing in the MTC process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

3. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

F. Training and Compensation

1. As determined by the MTC, the Association MTC members shall be provided on-going training by the employer to ensure consistent application of the Master Teacher criteria.

2. MTC members shall receive an annual stipend of $300.00 and an additional $25.00 for every application reviewed up to an annual maximum per MTC member of $100.00.

G. Facility, Equipment and Support Services

1. The MTC shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

2. The MTC shall be provided with the equipment, paper, and other materials necessary to perform its duties, as specified in the Master Teacher operating procedures.

3. The MTC shall be provided with secretarial support and any other support services necessary.

H. Master Teacher Committee Appeals Procedure

1. The MTC shall determine its own appeals procedure.

2. The MTC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

3. Issues for appeal are limited to procedural matters in MTC appeals process (i.e., did the committee abide by its procedures in reviewing evidence and rendering judgment according to the criteria and standards?).

## ARTICLE XXIII. LICENSED PROFESSIONAL DEVELOPMENT COMMITTEE

### 23.01 PURPOSE

The purpose of the Springfield Local Schools' Local Professional Development Committee (LPDC) is to oversee and review course work and other professional development activities completed by educators within the District for renewal of certificates or licenses.

### 23.02 COMMITTEE COMPOSITION AND SELECTION

The Committee shall be comprised of a minimum of five (5) members, including one representative from each building, as follows:

A. A majority of the LPDC members shall be teachers unless the review of an Individual Professional Development Plan affects the renewal of an Administrator's license or certificate. If the Administrator requests, one (1) teacher member would not participate and an additional Administrator would be added to the LPDC for purposes of reviewing the Administrator's proposal only.

B. The SFTP President shall appoint the teacher members. The Superintendent or his/her designee shall appoint the Administrators. Alternates, one (1) teacher and one (1) Administrator, may be selected a year prior to their term as Committee member.

### 23.03 TERMS OF OFFICE

A. Members shall serve three (3) year terms.

B. A term shall go from September to September with no more than half of the remaining members new to the Committee at any one (1) time.

### 23.04 VACANCIES

A. The SFTP President shall appoint a teacher to fill the vacancy of a teacher Committee member.

B. The Superintendent or his/her designee will appoint an Administrator to fill the vacancy of an Administrator Committee Member.

C. An individual selected or appointed to fill the vacancy prior to the end of the expiration of a term for which the predecessor was appointed shall hold office as a member for the remainder of that term.

### 23.05 CHAIRPERSON AND OTHER ROLES

A. The Chair shall be elected by a written majority vote of the LPDC. Anyone interested in serving as the Chair may self-nominate.

B. The Chair shall be elected for a two (2) year term. A term shall run from September to September.

C. Additional officers may be selected at the discretion of the Committee with those duties established in the LPDC Bylaws.

**23.06 TRAINING**

Training, with release time, will be provided on an as-needed basis.

**23.07 MEETINGS**

A. The number of release day meetings in any one (1) year shall not exceed two (2) in number.

B. A schedule of meeting dates will be posted by October 1 of each school year. Additional meetings may be scheduled as deemed necessary by the LPDC.

**23.08 NOTIFICATION OF EXPIRATION, SUBMISSION AND DECISION MAKING**

A. By November 30 of each school year, the Central Office will notify staff of certificates or licenses that will expire. However, the ultimate responsibility shall remain with the teacher to ensure that his/her certificate/license are current.

B. Dates for submission of the Individual Professional Development Plans (IPDPs) and the notification of action on the IPDPs shall be according to the timelines established by the LPDC. The LPDC will communicate these timelines to staff by September 15 of each school year.

C. Any decision to approve or reject a submitted IPDP for certification/license renewal shall be by a majority vote of the LPDC members.

**23.09 RECORDS OF THE LPDC**

A. The LPDC shall keep and retain records of its meetings, decisions, and recommendations. Those records shall be kept on-line and may be accessed electronically.

B. It is the educator's ultimate responsibility to keep his/her certification/licensure current and records accurate.

**23.10 COMPENSATION**

All Committee members shall receive a stipend of five hundred dollars ($500.00).

## 23.11 APPEALS PROCESS

A. Educators up for renewal will be provided with a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review. If the IPDP or course on an IPDP is rejected, the LPDC will communicate to the educator the reasons for the rejection. In the event the LPDC does not approve an individual professional development plan (IPDP) or course (only after IDPD has been approved), the licensed employee may resubmit a proposal which has been refined or revised in areas specified by the LPDC within 14 calendar days after receipt of the LPDC decision.

If the educator has any questions or concerns, he/she is encouraged to contact a LPDC representative.

B. Reconsideration

If an educator disagrees with an LPDC decision, the educator first will be given the opportunity to meet with the LPDC in person to discuss the IPDP and/or credit request to present his/her case to the LPDC. A written request for inclusion on the agenda must be submitted to the LPDC chairperson no later than 14 calendar days following the notification of the denial.

Written notification of the LPDC decision shall be provided within 14 calendar days of the face-to-face reconsideration. If the educator and the LPDC agree on a resolution, the resolution will be documented and will become part of the official minutes. If, however, the parties do not reach a mutually acceptable resolution, then the educator may appeal to a third-party review.

C. Third-Party Review

For circumstances in which the reconsideration process does not yield a mutually acceptable resolution, the LPDC will provide for a third-party review and decision. The panel will review the LPDC decision and either uphold or overturn the decision on evidence of fidelity to the LPDC's procedures:

- Did the educator comply with the LPDC criteria, procedures, and timelines?
- Did the LPDC abide by its operational procedures?
- Etc.

The LPDC will assemble a panel consisting of one licensed educator selected by the LPDC; one licensed educator selected by the educator seeking resolution; and one licensed administrator selected by mutual agreement of the Superintendent and the Association President. These three individuals will function as a panel to review the LPDC decision and either uphold or overturn the decision. The decision will be final and not subject to the grievance procedure.

## 23.12 RECIPROCITY

A. Approved and completed IPDPs from outside the District shall be accepted by the Springfield Local Schools' LPDC.

B. Springfield Local Schools' LPDC shall honor hours accumulated in the district of previous employment if approved by the district's previous LPDC.

C. The Springfield Local Schools' LPDC reserves the right to review and revise the balance of the plan.

D. The educator's IPDP will be requested as part of the application submission process and will be reviewed and marked as "acceptable" or as "in need of revision according to the following guidelines after hiring."

E. The Chair will collect IPDPs of all new hires and the LPDC will review and notify the teacher of acceptance or revision by October 15.

## 23.13 AMENDING THE BY-LAWS

A. The LPDC shall meet annually to review the by-laws and vote on any changes by June of each year.

B. Amendments shall be voted on by the full LPDC committee. A simple majority of LPDC members will prevail.

C. The Superintendent and the SFTP President will receive copies of ratified amendments. All amendments to the by-laws must be in compliance with the terms and conditions of this agreement.

## ARTICLE XXIV. DISCIPLINARY PROCEDURES

### 24.01 RIGHT TO REPRESENTATION

A member of the bargaining unit shall have the right to request to be represented by an Association representative of his or her choice, so long as it does not delay the proceeding more than 24 hours, at any conference with an administrator where the administrator asks questions to gain information, and the bargaining unit member believes that discipline or other adverse consequences may result.

### 24.02 DISCIPLINARY RESPONSES

No teacher shall be disciplined without just cause. Disciplinary responses shall be commensurate with the teacher's offense, and progressive discipline will be followed. However, the parties fully recognize that more serious offenses may be dealt with by appropriate disciplinary action up to and including termination depending upon the nature and severity of the misconduct.

Disciplinary responses available to the Board include verbal or written reprimands, suspensions with or without pay, and termination under Ohio Revised Code. Disciplinary measures may be repeated depending on the circumstances of the infraction.

### 24.03 DUE PROCESS

For disciplinary measures beyond written reprimand, employees shall be provided with notice of allegations prior to a scheduled meeting and an opportunity to be heard prior to the imposition of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions as provided in this Agreement.

Upon request of a bargaining unit member, written reprimands will be removed from the member's personnel file and moved into a stale materials file after two years from the date of the reprimand if there is no intervening discipline of the same or similar nature.

If a complaint against an employee is filed under Title VI or IX, the District shall conduct their investigation in accordance with law, regulation, and appropriate Board Policies. The member retains the right to be represented by the Association or otherwise, in that process.

### 24.04 PRIVACY OF PROCEEDINGS

Disciplinary penalties shall be administered privately in the presence of appropriate personnel.

### 24.05 TERMINATION OF EMPLOYMENT

Termination of employment contracts shall be in accordance with Ohio Revised Code 3319.16 and any other relevant Code sections.

## ARTICLE XXV. CREDIT FLEXIBILITY COMMITTEE

### 25.01 TEACHER OF RECORD

A committee consisting of the High School Principal, Curriculum Director, teachers from each Department appointed by the SFTP President and High School Guidance Counselors shall be convened to review all plans and applications which are submitted by students wishing to participate in the District's Credit Flexibility Program. A Teacher of Record (TOR) who is a bargaining unit member shall be assigned to each student whose plan is approved.

Teachers who are interested in being a Teacher of Record (TOR) shall apply to the committee no later than October 15th. Serving as TOR is on a volunteer basis; however, if no one volunteers, a qualified teacher may be assigned by the committee on a rotational basis. The Credit Flexibility Committee shall be released from their regular duties at approved times on an as-needed basis in order to complete their work and shall meet at least one (1) time per semester. The Chair of the committee shall be an Administrator.

Any teacher who has been identified as a TOR to assist a student in his/her Credit Flex plan shall be compensated for necessary work outside his/her normal workday at the base tutor rate. The number of hours worked outside the normal workday must be approved by the committee. Any travel necessary shall be compensated at the IRS rate, subject to the approval of the committee.

### 25.02 DISTANCE LEARNING

The parties agree that this provision shall not be in effect for the term of this Agreement. At the end of this Agreement, this provision shall automatically become effective again unless the parties agree to bargain to extend it. There shall be a bargaining unit member assigned as part of his/her regular workday to monitor the students engaged in distance learning or blended learning during the school day. The bargaining unit member shall not be the TOR but shall monitor in-class work and/or test taking.

### 25.03 CREDIT RECOVERY

Credit Recovery is for students to re-take courses they have failed. All credit recovery classes must be approved separately by a committee consisting of the building principal, the school counselor, and the department head of the relevant subject matter, however, if there is a disagreement as to whether to approve a student's plan to take a course through credit recovery, the building principal has the ultimate approval.

## ARTICLE XXVI. COLLEGE CREDIT PLUS

A. Overview of Program

1. College Credit Plus ("CCP") allows students to earn college credits while in high school.

2. The District offers a program in conjunction with Institute of Higher Education ("IHE") that affords students an opportunity to enroll in courses at IHE and receive dual credit for high school requirements and for college credit.

The credits may be used by the student either at IHE or may be transferred to the student's college or university of choice after high school graduation. B. There are three different models of CCP courses:

1. The CCP course is taught on IHE campus by IHE faculty. No bargaining unit member is involved.

2. A bargaining unit member will be assigned to monitor students.

3. The CCP course is taught at Springfield High School by an IHE-approved bargaining unit member with appropriate credentials. The bargaining unit member shall be considered a lead instructor.

C. No bargaining unit member shall be required to participate in CCP.

D. Compensation: Bargaining unit members serving as lead instructors in a CCP class shall receive, in additional to their normal teaching salary, a stipend of $250 per course.

E. Professional Development: Bargaining unit members involved in a CCP course must participate in Board-offered professional development that is conducted by IHE not more than two (2) days. The bargaining unit member shall be given release time or shall be given professional development credit toward PD required by the contract.

F. Bargaining unit members who are credentialed and are interested in being considered to teach a CCP course should annually notify the High School Principal by March 1. The Superintendent will recommend bargaining unit members to the IHE and the Board to teach CCP courses.

G. Bargaining unit members who are interested in serving as a CCP instructor but who do not have the credentials necessary shall be permitted to take the coursework in accordance with section 13.05 in order to become qualified to teach CCP.

## ARTICLE XXVII. ATTENDANCE INCENTIVE

### 27.01 ATTENDANCE INCENTIVE

A. Personal Leave

Any unused personal leave shall be either converted to sick leave at the conclusion of the contract year or by the written request to the treasurer's office provided no later than the teacher's last contracted day of the year, paid at the rate of one hundred and fifty dollars ($150.00) per day. If the teacher does not notify the treasurer, the unused personal days shall be converted into sick leave. A member of the bargaining unit who had sick leave transferred to him/her using the sick leave transfer provision in Article X is ineligible for the personal leave incentive.

B. Sick Leave

A teacher who uses three (3) days or fewer during the work year shall be paid a bonus of three hundred and seventy-five dollars ($375).

C. The attendance incentives shall be paid not later than June 30th.

### 27.02 LONG TERM SUBSTITUTES

A. Bargaining unit members who retire or resign (on or after May 1st) shall be paid any earned incentive.

B. Long term substitutes who teach the full year (teach at least until May 1st or who teach the full year and who start not later than October 1st) shall be paid any earned incentive resulting from their years of service. Long term substitutes who teach less than that shall not be paid the incentive. The regular teacher shall be paid instead.

## ARTICLE XXVIII. PROFESSIONAL DRESS

The Board of Education believes that professional staff members set an example in dress and grooming for their students to follow. A professional staff member who understands this precept and adheres to it enlarges the importance of his/her task, presents an image of dignity and encourages respect for authority. Professional Staff Dress shall be subject to the operation of Board Policy 3216. Any amendment to the Professional Dress Policy shall be accomplished by convening a committee consisting of the SFTP President, the Superintendent and one other representative appointed by each for the purpose of discussing the amendment to the Professional Dress Policy.

## ARTICLE XXVIIII. EFFECTS AND DURATION OF CONTRACT

### 29.01 DURATION OF CONTRACT

The terms of this Master Contract shall be from August 21, 2025 through and including August 20, 2028.

### 29.02 AMENDMENT PROCEDURE

This Master Contract represents the full understanding and commitment between the parties and replaces all previous Master Contracts. This Master Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

### 29.03 PERSONNEL POLICIES AND PRACTICES

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Master Contract.

Should there be a conflict between this Master Contract and any such policy or practice, then the terms of this Master Contract shall prevail.

### 29.04 CONTINUITY

All previous agreements during these negotiations shall be incorporated into any successor agreement; and, any Article and/or Section of the previous agreement not changed, revised, deleted, or otherwise altered remains in full force and effect for any successor agreement. Further, if a section of the agreement is found unlawful, by a court of competent

jurisdiction, all other provisions of the contract shall remain in full force and effect.

### 29.05 TERM OF CONTRACT

A. The Articles of this Master Contract shall become effective August 21, 2025 through August 20, 2028, pending the ratification by both parties and the written execution thereof. This Agreement is made and entered into at Springfield

Township, Ohio, on the ___ day of _____, 20 by and between the Association and the Board of Education.

B. This Master Contract between the parties is attested to by the representatives whose signatures appear below.

**SPRINGFIELD FEDERATION OF TEACHING PROFESSIONALS**

By: Tina M. Hartong
**Tina Hartong, SFTP President**

By: Tricia M Williams
**Team Member**
Tricia Williams

By: Dale L. Hawtley
**Team Member**
Dale Hawtley

By: _____
**Team Member**

**SPRINGFIELD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

By: Shelley Monachino
**Shelley Monachino, Superintendent**

By: Mary Meadows
**Mary Meadows, Director Office of Curriculum & Instruction**

By: Christina Ziga Budd
**Christina Ziga-Budd, Student Services Director**

By: Michelle Warner
**Michelle Warner, Principal**

**MEDICAL MUTUAL OF OHIO**

**APPENDIX A**
**p. 1 of 3**

Effective January 1, 2027, the following plan design for the Portage Area Consortium Benefit Schedule will be implemented as follows:

| **Benefits** | | |
|---|---|---|
| | Network | Non-Network |
| Deductible Single/Family | $750/$1,500 | $1,500/$3,000 |
| Coinsurance | 80% | 60% |
| Out of Pocket Maximum | $2,250/$4,500 | $4,500/9,000 |
| PCP/Specialist/Urgent Care/ER | $20/$30/$50/$100 | |
| **Pharmacy Plan** | | |
| Out of Pocket Maximum | $8,200/$1600 | |
| **Retail Pharmacy Benefits** | | |
| Tier 1/Tier 2/Tier 3 | $15/$30/$45 | |
| Speciality | Applicable Tier 1-3 | |
| Days Supply | Up to 34 | |
| **Mail Order Pharmacy Benefits** | | |
| Tier 1/Tier 2/Tier 3 | $30/$60/$90 | |
| Speciality | Applicable Tier 1-3 | |
| Days Supply | 35+ days | |

## APPENDIX B

## VSP VISION CARE BENEFITS SUMMARY

| BENEFIT | DESCRIPTION | COPAY | FREQUENCY |
|---|---|---|---|
| **YOUR COVERAGE WITH A VSP DOCTOR** | | | |
| **WELLVISION EXAM** | • Focuses on your eyes and overall wellness<br>• Routine retinal screening | $20<br>Up to $39 | Every 12 months |
| **ESSENTIAL MEDICAL EYE CARE** | • Retinal imaging for members with diabetes covered-in-full<br>• Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.<br>• Coordination with your medical coverage may apply. Ask your VSP network doctor for details. | $20 per exam | Available as needed |
| **PRESCRIPTION GLASSES** | | **$20** | See frame and lenses |
| **FRAME*** | • $250 Featured Frame Brands allowance<br>• $250 Visionworks or Eyemart Express frame allowance on any frame<br>• $200 frame allowance<br>• 20% savings on the amount over your allowance<br>• $200 Walmart/Sam's Club/Costco frame allowance | Included in Prescription Glasses | Every 12 months |
| **LENSES** | • Single vision, lined bifocal, and lined trifocal lenses<br>• Impact-resistant lenses for dependent children | Included in Prescription Glasses | Every 12 months |
| **LENS ENHANCEMENTS** | • Standard progressive lenses<br>• Premium progressive lenses<br>• Custom progressive lenses<br>• Scratch-resistant coating<br>• UV protection<br>• Average savings of 30% on other lens enhancements | $0<br>$95 - $105<br>$150 - $175<br>$0<br>$0 | Every 12 months |
| **CONTACTS (INSTEAD OF GLASSES)** | • $200 allowance for contacts; copay does not apply<br>• Contact lens exam (fitting and evaluation) | Up to $60 | Every 12 months |
| **VSP LIGHTCARE™*** | • $200 allowance for ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts | $20 | Every 12 months |
| **ADDITIONAL SAVINGS** | **Glasses and Sunglasses**<br>• Discover all current eyewear offers and savings at **vsp.com/offers**.<br>• 20% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from a VSP provider within 12 months of your last WellVision Exam. | | |
| | **Laser Vision Correction**<br>• Average of 15% off the regular price; discounts available at contracted facilities. | | |
| | **Exclusive Member Extras for VSP Members**<br>• Contact lens rebates, lens satisfaction guarantees, and more offers at **vsp.com/offers**.<br>• Save up to 60% on digital hearing aids with TruHearing®. Visit **vsp.com/offers**/special-offers/hearing-aids for details.<br>• Enjoy everyday savings on health, wellness, and more with VSP Simple Values. | | |
| **GET MORE AT PREFERRED IN-NETWORK LOCATIONS** | | | |
| With so many in-network choices, VSP makes it easy to maximize your benefits. Choose from our large doctor network including private practice and retail locations. Plus, you can shop eyewear online at Eyeconic®. Log in to **vsp.com** to find an in-network doctor. | | | |

**APPENDIX C**

# SPRINGFIELD LOCAL SCHOOLS TEACHER EVALUATION FORMS

**OTES forms are incorporated by reference**

## SPRINGFIELD LOCAL SCHOOLS EVALUATION – TUTOR

Tutor's name: _____ Assignment: _____ Date(s) of observation(s): _____ Evaluator's name: _____

**S = Satisfactory N = Needs Improvement U = Unsatisfactory N/O = Not Observed**

| | | S | N | U | N/O |
|---|---|---|---|---|---|
| 1. | Meets and instructs assigned students in the locations and at the times designated. | | | | |
| 2. | Plans a program of study that meets the goals and objectives of the IEP. | | | | |
| 3. | Creates an environment that is conducive to learning and appropriate to the maturity and interests of the students. | | | | |
| 4. | Engages and involves students in meaningful educational interaction during the tutoring session. | | | | |
| 5. | Strives to establish a positive rapport with the assigned students. | | | | |
| 6. | Communicates with classroom teachers regarding assignments, grades, classroom performance and progress toward goals and objectives contained in the IEP. | | | | |
| 7. | Assists in the testing and evaluation of assigned students. | | | | |
| 8. | Evaluates the appropriateness of each student's IEP, conducts a review of each student's educational placement and progress toward goals and objectives in the IEP, and if appropriate, revises the IEP during an annual review. | | | | |
| 9. | Maintains accurate and complete records as required. | | | | |
| 10. | Follows the established rules and regulations of the District. | | | | |



**SPRINGFIELD LOCAL SCHOOLS**
**EVALUATION – TUTOR**

Comments:

| | |
|---|---|
| _____ | _____ |
| Tutor | Principal |
| _____ | _____ |
| Date | |

The signature of the tutor does not necessarily indicate agreement with the content of the evaluation. The signature indicates a conference was held, and the tutor received a copy of this form.

**APPENDIX E**

# SFTP SICK LEAVE TRANSFER NOTICE

_____ , who works at _____

(Name) (Building)

is about to exhaust his/her accumulated sick and personal leave and has requested the transfer of sick leave from any employee willing to transfer one or more days. It is estimated that _____ days will be needed.

Any employee wishing to transfer accumulated sick leave should complete the form below and return it to the Treasurer. A transfer which would reduce the donor employee below 30 accumulated days will not be implemented.

---

Sick Leave Authorization

I, _____authorize the transfer of _____ day(s) [not to exceed ten (10) days] of my accumulated sick leave to _____.

_____
Employee Signature

_____
Social Security Number

_____
Date

## GLOSSARY

**ADMINISTRATION:** Refers to all persons collectively who are involved in supervising and evaluating personnel employed by the Springfield School System. (Not eligible for membership in the bargaining unit.)

**ADVISORY COMMITTEE:** The Association Building Representatives will automatically be on the committee. The committee shall additionally consist of two (2) teachers elected by the staff and two (2) teachers appointed by the Building Administrator. This committee is not intended for airing individuals' complaints which may be discussed one-to-one. The number of Building Representatives will remain constant.

**ANNUAL SALARY INCREMENT:** Is the increase in pay by advancing one (1) step in the same experience column on the salary schedule.

**ASSOCIATION:** Means the Springfield Federation of Teaching Professionals (SFTP) or its affiliates.

**ASSOCIATION REPRESENTATIVES (AR):** Person(s) elected by the membership of their building to act as the liaison between the SFTP Executive Committee and the building membership.

**BARGAINING UNIT:** Refers to all professional certificated/licensed employees of the Springfield Board of Education who are represented in professional negotiations by the Association. This includes all employees eligible for membership in the Association.

**BIANNUALLY:** Refers to that which occurs twice a year.

**BIENNIALLY:** Refers to that which occurs once every two (2) years.

**BOARD OF EDUCATION:** The Springfield Board of Education duly elected by residents of the District to serve as the policymaking body of the Springfield Schools. Unless otherwise specified, the Board may be represented by a committee of two (2) or more Board members.

**CAUCUS:** A limited break in the negotiations session of not more than thirty (30) minutes.

**CERTIFICATED/LICENSED EMPLOYEE/STAFF:** Refers to any member(s) of the bargaining unit.

**COMBINATION CLASS:** Two (2) contiguous Elementary grade levels housed and combined into one (1) regular classroom.

**CONSULTANTS:** Advisors to the negotiations team. Individuals who, due to special training, experience and talent have the ability to assist in clarifying points under consideration and to assist in resolving misunderstandings.

**CURRICULAR:** Those programs and activities contained within and/or directly related to the official day for which academic credit is given.

**DAY(S):** Unless otherwise indicated, shall be a day(s) in session.

**DUTY DAY:** Refers to the defined day of teacher attendance.

**ELEMENTARY SPECIALISTS:** Those teachers employed to teach Art, Physical Education, or Music in the Elementary grades.

**EXECUTIVE COMMITTEE:** Made up of all Association representatives, officers, TPAP Chairperson, and PR&R chairperson.

**EXECUTIVE SESSION:** That portion of a meeting limited to participation by invitation only, not open to the general public.

**EXTRACURRICULAR:** Those programs and activities not an integral part of the academics or other teaching programs and for which no credit is given.

**GOOD FAITH:** Willingness to consider, propose, make concessions, and counter proposals in an effort to reach a mutually agreeable position. "Good faith" requires the participants in the negotiations to provide good and sufficient reasons to proposals and counter proposals. "Good faith" does not mean that either negotiations team is given the authority to make final commitment for the Board or for the Association.

**IMPASSE:** A deadlock on a given item being negotiated. Impasse is reached when no further change of position by either negotiations team is taking place and agreement cannot be reached.

**INDEX:** Percentage of salary increase from the beginning Bachelor's level column to the top (13th) year Master's level column.

**INSTRUCTIONAL STAFF:** Synonymous with certificated/licensed staff.

**JOINT CAUCUS:** Occurs when both negotiations teams enter into Executive Session.

**MEDIATION:** The procedure for resolving impasse in negotiations as outlined by the Federal Mediation and Conciliation Services (FMCS).

**NEGOTIATE:** To confer, discuss, propose, consider, make concessions and counter proposals in "good faith" in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives with the authority to negotiate. Final approval of any negotiated item shall be by action of the Association and official adoption by the Board.

**NEGOTIATIONS COMMITTEE:** Appointed representatives of all buildings and teaching areas whose job is one of fact finding and research.

**NEGOTIATIONS MEETING PERIOD:** That period of time negotiations has been initiated until agreement has been reached, or the time factor of sixty (60) school days. The period of time when negotiations is recognized to be taking place.

**NEGOTIATIONS PACKAGE:** Based on input from membership, the proposed contract language on all agenda items taken to formal negotiations.

**NEGOTIATIONS SESSION:** Refers to the actual meeting between the two (2) teams.

**NEGOTIATIONS SETTLEMENT:** Contractual language on/or resolution of all agenda items tentatively agreed to and taken to the membership and to the Board.

**NEGOTIATIONS TEAM:** Those persons who officially sit at the bargaining table; in the Association, these persons are also on the Negotiations Committee.

**NEWS RELEASES:** A report on the status of negotiations given directly to the public news media personnel, i.e., the newspaper, radio, or television news bureaus.

**OBSERVATION:** The formal action upon which teacher evaluations are based. Each formal observation shall be a minimum of thirty (30) continuous minutes, whenever possible.

**PER DIEM:** The rate of pay per day; determined by dividing the number of contracted days into the yearly pay rate.

**PLANNING AND CONFERENCE TIME (P&C):** That designated period of time each day when teachers shall not have responsibility for any students, nor for any duty. This time shall be used for class preparation, parent contacts, or other educationally related activities.

**PROFESSIONAL RIGHTS & RESPONSIBILITIES COMMITTEE (PR&R):** A standing committee with the responsibility of, but not limited to, grievance processing, contract enforcement and, jointly with TPAP, principal evaluations.

**PROGRESS REPORTS:** Reports made to the Board or to Association members while negotiations are in progress.

**PROPOSAL:** Refers to the proposed contract language on any given agenda item to be negotiated.

**RECESS:** The period of time between negotiations sessions once the negotiations meeting has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both Negotiations Teams.

**SCHOOL YEAR:** Refers to that period of time upon which teachers' pay and duty is calculated; one hundred eighty-four (184) days.

**SOLE AND EXCLUSIVE REPRESENTATIVE:** The Springfield Local Association of Classroom Teachers granted such status shall be recognized by the Local Board as the official voice of all members of the instructional staff regardless of membership or non-membership in the organization. The exclusive representative shall further represent members of the instructional staff regardless of their race, color, creed, national origin, sex, age, or marital status.

**SPECIAL EDUCATION CLASS:** Is a class composed of educationally handicapped children.

**SPECIAL EDUCATION TEACHER:** Refers to a teacher employed to teach educationally handicapped children.

**SUPERINTENDENT:** The Local Superintendent, the Chief Executive Officer of the Springfield Board of Education, and the advisor to the Board of Education.

**TEACHER:** A member of the certified staff not involved in evaluation of other teachers. Includes individuals or groups of individuals who are members of the bargaining unit covered under this Master Agreement.

**TEACHER AIDES:** Refers to classified employees who are hired for the purpose of assisting classroom teachers in the performance of their professional responsibilities.

**APPENDIX G**



**SPRINGFIELD LOCAL SCHOOLS GRIEVANCE FORM**

**LEVEL I – Principal**

Name(s) of Grievant _____ Date Submitted _____

Type of Grievance _____ Individual _____Class Action _____ Association

Statement of Grievance including contract language violated (attach additional page if needed)

_____

Relief/Action Sought (attach additional page if needed) _____

_____

_____

Signature of Grievant _____

••••••

cc: Grievant Principal
Superintendent



**LEVEL II – Superintendent**

**The purpose of this form is to appeal the grievance to Level II, Superintendent.**

Date of Appeal _____
(filed within 5 days of receipt of decision at Level I)

Signature of Grievant
_____

••••••

cc: Grievant
Principal
Superintendent



**LEVEL III – Mediation**

**The purpose of this form is to advance the grievance to Level III, Mediation.**

Date of Appeal _____
(filed within 5 days of receipt of decision at Level II)

Signature of Grievant
_____

Signature of Board Representative
_____

••••••

cc: Grievant Principal Superintendent



**LEVEL IV – Arbitration**

**The purpose of this form is to appeal the grievance to Level IV, Arbitration.**

Date of Appeal _____

Signature of Grievant
_____

Signature of Association President
_____

••••••

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