

10-08-14
13-MED-03-0198
3038-01
K30377

**Springboro Education Association
and the
Springboro Community City Board of Education**

Memorandum of Understanding

WHEREAS, the Springboro Education Association and the Springboro Board of Education are parties to a Collective Bargaining Agreement dated July 1, 2013 through June 30, 2015, and;

WHEREAS, the Collective Bargaining Agreement includes supplemental contracts, listed in Appendix E, that are offered and issued to the teachers, and;

WHEREAS, during the 2013-14 school year, a supplemental contract was issued to a teacher that is not listed in Appendix E.

The parties have agreed to the following:

1. For the 2013-14 school year only, a supplemental contract titled Special Education Team Leader was created;
2. Compensation for the position was set at \$1,000.00;
3. SEA member, Carol Beech, assumed the responsibilities for the Special Education Team Leader during the 2013-14 school year;
4. Upon completion of the responsibilities, Ms. Beech will be paid the \$1,000 stipend.

FOR THE ASSOCIATION

Carol Evans 10-3-14
Date

FOR THE BOARD

Lu Vincent 10/3/14
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **SPRINGBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **SPRINGBORO EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement ("Agreement") in effect from July 1, 2013 through June 30, 2015; and

WHEREAS, Section 14.10 of the Agreement permits for job sharing among employees so long as the agreed upon criteria and deadlines are met; and

WHEREAS, Brandi Aliaga and Nikki Dice have shared the teaching position of computer technology with the approval of the Superintendent; and

WHEREAS, for the 2014/2015 school year, the Board has decided to run computer technology classes at Five Points Elementary in the morning, resulting in the need for two (2) half-time teachers to teach at the same time; and

WHEREAS, the Board recognizes that Ms. Aliaga and Ms. Dice cannot continue to share the teaching position of computer technology if the two half-time positions are designed for the 2014/2015 school years to run at the same time;

WHEREAS, the Board, Employees, and the Association wish to enter into a Memorandum of Understanding regarding shared teaching computer technology teaching position for the 2014/2015 school year.

NOW, THEREFORE, BE IT AGREED up on by the Board and the Association as follows:

1. Even though the District has changed the design of the computer technology teaching position at Five Points Elementary for the 2014/2015 school year, the District will continue to treat the two positions of the Employees as job shared through Section 14.10 of the Agreement.
 - a. The Employees shall maintain their rights to return to full-time status as set forth in Section 14.10(e).
 - b. The insurance benefits for these two employees shall be maintained pursuant to Section 14.10.
 - c. All other provisions of Section 14.10 shall continue to apply.
2. This Memorandum shall automatically expire at the end of the 2014/2015 school year, and the Board, Employees and Association shall address the job sharing position for future school years at that time.
3. The Board, Employees and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or

“precedent setting” in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

4. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.
5. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.
6. This Memorandum shall become a part of and affixed to the Agreement effective with the signatures of the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **SPRINGBORO CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **SPRINGBORO EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

**SPRINGBORO CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 9-17-14



Superintendent

SPRINGBORO EDUCATION ASSOCIATION

Date: 9-17-14



SEA President

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO BOARD OF EDUCATION**

**CORRECTION TO CONTRACT
(July 1, 2013 to June 30, 2015)**

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement dated July 1, 2013 through June 30, 2015, and;

WHEREAS, the collective bargaining agreement includes Article 14.01 – Sick Leave, and;

WHEREAS, an Agreement was developed and approved by the parties in June/August 2011, which altered the maximum sick leave accumulation for employees hired on or after July 1, 2011, and;

WHEREAS, the language in the current contract failed to incorporate this provision, and;

WHEREAS, the parties acknowledge that this was an oversight.

BE IT HEREBY RESOLVED that the parties mutually agree that the correct language for Article 14.01 (b) is as follows:

- (b) Each employee shall be entitled to earn one and one-fourth (1-1/4) days of sick leave for each month under contract up to 15 days per year. The maximum accumulation of sick leave for full-time employees shall be 275 days **for employees hired before July 1, 2011. The maximum accumulation of sick leave for full-time employees hired on or after July 1, 2011 shall be equivalent to the length of one contract year for the individual employee.** This limit shall be increased for employees who are at the maximum up to an additional ten (10) days for personal leave days unused and converted to sick leave; provided, however, employees who are at the maximum sick leave accumulation at the end of the school year prior to their date of retirement shall be permitted to use sick leave which would have been earned during such school year of retirement before using the accumulated sick leave carried over into the last school year.

The remainder of Article 14.01 shall remain in full force and effect as reflected in the contract and apply equally to all employees.

FOR THE ASSOCIATION



Carol Evans, President 9-17-14
Date



Matt Blair, Vice-President 9/17/14

FOR THE BOARD



Todd Petrey, Superintendent 9-17-14
Date



Lee Vincent, Human Resources 9/17/14

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO BOARD OF EDUCATION**

**CORRECTION TO CONTRACT
(July 1, 2013 to June 30, 2015)**

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement dated July 1, 2013 through June 30, 2015, and;

WHEREAS, the Collective Bargaining Agreement includes Article 14.08 – Professional Leave, and;

WHEREAS, a Memorandum of Understanding was developed and approved by the parties on January 30, 2008 altering Sections 14.08 (c) 2 and (c) 3, and;

WHEREAS, the language in the current contract did not incorporate the provisions of the 2008 Memorandum of Understanding, and;

WHEREAS, the parties acknowledge that this was an oversight.

BE IT HEREBY RESOLVED that the parties mutually agree that the correct language for Article 14.08 (c) is as follows:

(c) Expense Reimbursement:

- (1) Travel expenses shall be reimbursed at the then current IRS-approved mileage rate for reimbursement, or air tourist rates, whichever is less.
- (2) Lodging allowance shall be paid at a per diem rate of not more than One Hundred Fifty Dollars (\$150.00) per day provided that receipts for all expenditures are attached to the designated reimbursement request.
- (3) The meal allowance shall not exceed Forty-five Dollars (\$45.00) per day, provided that receipts for all expenditures are attached to the designated reimbursement request.
- (4) Registration fees shall be reimbursed at the advertised conference rate. When cost of meals is included in the registration fee, no other voucher for meals will be honored.
- (5) Because of budget constraints, professional meeting reimbursements may be less than the actual anticipated and/or incurred expenses.

The administration shall make the employee aware of this limitation prior to the approval of the meeting.

All other provisions in Article 14.08 will remain in full force and effect as stated in the contract.

FOR THE ASSOCIATION

Carol Evans 9-17-14
Carol Evans, President Date

Matt Blair 9/17/14
Matt Blair, Vice-President

FOR THE BOARD

Todd Petrey 9-17-14
Todd Petrey, Superintendent Date

Lee Vincent 9/17/14
Lee Vincent, Human Resources

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO COMMUNITY CITY BOARD OF EDUCATION**

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board and the Association are parties to a collective bargaining agreement dated July 1, 2013 through June 30, 2015, and;

WHEREAS, the parties have a need to provide gifted services to the student of the District, and;

WHEREAS, said collective bargaining agreement includes in Article 1 the definition of membership, and;

WHEREAS, both parties have a mutual benefit ensuring the services be provided, and;

NOW THEREFORE BE IT RESOLVED THAT the parties have agreed to the following stipulations:

1. The position shall be titled Gifted Educational Support.
2. This position shall be for the 2014-2015 school year only. Should the need for a similar position in the future, it shall be negotiated in accordance with collective bargaining agreement or a memorandum of understanding.
3. The individual who shall receive compensation in the amount of \$10,000 to complete the services.
4. Lori Dreyer shall be hired to fill the position and meet all hiring requirements of the Board of Education.

FOR THE ASSOCIATION

Carol Evans 9-17-14
Date

SEA President

[Signature] 9/17/14

SEA Vice President

FOR THE BOARD

[Signature]
Todd Petrey Date
Superintendent

Tammy Stritenberger 9/17/14
Tammy Stritenberger
Director of Instruction

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO COMMUNITY CITY BOARD OF EDUCATION**

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board and the Association are parties to a collective bargaining agreement dated July 1, 2013 through June 30, 2015, and;

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3. The individual who shall receive compensation in the amount of \$10,000 to complete the services.
4. Lori Dreyer shall be hired to fill the position and meet all hiring requirements of the Board of Education.

FOR THE ASSOCIATION

Carol Evans 8-25-14
Date

SEA President

SEA Vice President

FOR THE BOARD

Todd Petrey _____
Date

Todd Petrey
Superintendent

Tammy Stritenberger

Tammy Stritenberger
Business Manager

Curriculum

D. Powell

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO BOARD OF EDUCATION**

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board and the Association are parties to a collective bargaining agreement dates July 1, 2013 through June 30, 2015, and;

WHEREAS, the collective bargaining agreement includes a provision addressing the procedure for implementation of the evaluation system, and;

WHEREAS, this is the first year that the district has been utilizing the evaluation system based on the Ohio Teachers Evaluation System (OTES), and;

WHEREAS, the principals at both Dennis Elementary and Lytle-Five Points Elementary have found the timeframe for completion of the pre-conference, observation, post-conferences and completion of the required paperwork to be time-consuming, and;

WHEREAS, the principals' have focused on the completion of the evaluation process on teachers with limited contracts, and;

WHEREAS, this focus on teachers with limited contracts has led the parties to believe that the full process and timelines for the evaluation for teachers holding a continuing contract will be difficult to complete, and:

WHEREAS, the parties' intent is to be in full compliance with the requirements of eTPES;

NOW THEREFORE BE IT RESOLVED THAT the Board and the Association have agreed to the following evaluation procedure for the remainder of the 2013-14 school year for teachers holding a continuing contract assigned to either Dennis Elementary or Lytle-Five Points Elementary:

1. The teacher will conduct a self-assessment by using the pre-observation conference questions provided by OTES and complete the rubric in the areas of instructional planning and professional responsibilities, indicating the rating he/she believes the evidence he/she provides will fit;
2. The principal will conduct one (1) observation which shall be at least thirty (30) minutes without a pre-observation conference;
3. The principal's focus during the observation shall be in the areas of delivery.
4. The post-observation conference will be held within ten (10) workdays or at a time mutually agreed between the principal and teacher as scheduled via email;
5. The post-observation conference will include a discussion of the observation and a review of the teacher's self-assessment. The teacher will provide

evidence to support the rating he/she gave him/herself in the categories. The principal utilize the evidence he/she observed during the observation for completion of the other categories.

The parties agree that the above provisions are intended for Lytle-Five Points Elementary and Dennis Elementary only and do not set precedence for the other school buildings or for subsequent school years for all buildings.

The parties have willingly agreed to these provisions in an attempt to address the initial implementation of the evaluation procedure using the OTES model during the 2013-14 school year.

Furthermore, the parties have willingly agreed to these provisions in an effort to be in compliance with the eTPES reporting requirements.

FOR THE ASSOCIATION

Carol Evans 3-28-14
Carol Evans, President Date

Matt Blair 4/1/14
Matt Blair, Vice-President

FOR THE BOARD

Lee Vincent 3/28/14
Lee Vincent, Human Resources Date

Todd Petrey
Todd Petrey, Superintendent

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**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO BOARD OF EDUCATION**

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board and the Association are parties to a collective bargaining agreement dates July 1, 2013 through June 30, 2015, and;

WHEREAS, the collective bargaining agreement includes a provision addressing the procedure for implementation of the evaluation system, and;

WHEREAS, this is the first year that the district has been utilizing the evaluation system based on the Ohio Teachers Evaluation System (OTES), and;

WHEREAS, the procedure requires the principal and the teacher to hold a post-observation conference within ten (10) workdays after the observation, and;

WHEREAS, extenuating circumstances, at Dennis Elementary, have made it difficult for the two (2) building principals to conduct post-observation conferences within ten (10) workdays for some members of the bargaining unit, and;

WHEREAS, the parties recognize that these extenuating circumstances are valid and have indeed resulted in the inability for the principals to complete the post-observation conferences;

NOW THEREFORE BE IT RESOLVED THAT the parties have agreed to the following:

1. For observations that have been completed to date, post-observation conferences will be held between the principal and the teacher as soon as can be practically scheduled;
2. For observations that are to be conducted from this point forward for those teachers on limited contracts the post-observation conference will be held by **April 30, 2014.**
3. All other procedural requirements for the evaluation procedure will be followed.
4. No teacher will be asked to sign an individual separate agreement regarding the timeliness, completion or validation of their observations/evaluation.

The parties agree that the above provisions are intended for Dennis Elementary only and do not set precedence for the other school buildings or for subsequent school years for all buildings, including Dennis Elementary.

The parties have willingly agreed to these provisions in an attempt to address the extenuating circumstances at Dennis Elementary during the 2013-14 school year.

Furthermore, the parties have willingly agreed to these provisions in an effort to be in compliance with the etpes reporting requirements.

FOR THE ASSOCIATION

FOR THE BOARD

Carol Evans 3-28-14
Carol Evans, President Date

Lee Vincent 3/28/14
Lee Vincent, Human Resources Date

Matt Blair 4/1/14
Matt Blair, Vice-President

Todd Petrey
Todd Petrey, Superintendent