

K # 29140

STATE EMPLOYMENT  
RELATIONS BOARD

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# AGREEMENT

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between the

**SPRINGFIELD LOCAL ASSOCIATION**  
of  
**CLASSROOM TEACHERS**

and the

**SPRINGFIELD LOCAL SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

**AUGUST 21, 2012 - AUGUST 20, 2015**

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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 Local Association of Classroom Teachers (hereinafter referred to as the "Association"), an affiliate of OEA/NEA, 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, LD tutors, counselors, media specialists, and replacement teachers employed by the Board. [A replacement teacher is a teacher who works more than sixty (60) consecutive days in the same assignment.]
- 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
  - 7. Voice mail
  - 8. Staff notification system (parent broadcast)

- B. The Board of Education shall provide 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. Form 4502 or its equivalent
    - b. The Annual Appropriations Resolution and any amendments
    - c. The Amended Certificate
    - d. The July Budget
    - e. The Training and Experience Grid

### **1.03 INITIATING REQUESTS**

- 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) work days following the serving of notification, the parties shall convene and hold their first negotiations session.
- 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 Executive Session. 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 spokespersons of 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 Association shall be responsible for the typing of 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 within the specific time limit for negotiations, and when an impasse has been reached after all items have been discussed, either negotiating team may request the mediation service of the Federal Mediation and Conciliation Service (FMCS).

#### **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 No full-time employee shall be excused from regular duties for any other employment, except as otherwise provided by law.
- 2.02 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 as follows:
  - A. IEP Meetings
  - B. Meetings to discuss student medical situations
  - C. Parent-teacher conference night(s)

**2.03 NOTIFICATION IN CASE OF ABSENCE**

A teacher shall follow the building procedures as soon as he/she decides a substitute will be needed. The substitute will be kept on duty until the regular employee notifies the building designee that he/she is returning and able to assume his/her duties. This should be done before the close of the working day. When, through failure to comply with the above regulations, a substitute and a regular employee report for duty on the same day, the substitute shall be paid for a day's work and the substitute's pay deducted from the regular employee's salary.

**2.04 ADVISORY COMMITTEES**

Building administrator(s) will work with the Building Advisory Committee to discuss building matters of mutual concern. 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. This Committee is not intended for airing individuals' complaints which may be discussed one-to-one. The number of building representatives will remain constant.

**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**

Each Association member shall receive a directory by November 1. The cost of said directory shall be borne equally by the Board and the Association.

**2.08 TUITION WAIVER**

Children of bargaining unit members may attend Springfield schools tuition free in accordance with and subject to the Board's open enrollment policy. In the event the Board's open enrollment policy is abolished, children of bargaining unit members may attend Springfield schools tuition free.

## **2.09 TECHNOLOGY UTILIZATION**

### **A. Monitoring Students**

Teachers will make reasonable efforts to monitor student internet usage in class. 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 as amended August 14, 2007. (Appendix F)**

### **E. Teachers in grades four through twelve (4-12) shall utilize electronic record keeping for quarterly 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. Parents will be required to sign an acknowledgement regarding confidentiality. Teachers will respond to e-mail as their time permits.**

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

## **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.

### 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 to the respective building principal and forwarded to the Superintendent 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.

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 effected 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. 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.
2. There shall be no involuntary transfers from one building to another except when they are the result of implementation of a RIF in accordance with Article 18 herein, when there is no applicant for a vacancy or when a transfer would prevent another teacher from being reduced in force.
3. At no time shall a teacher be transferred from one building to another for disciplinary or performance reasons unless mutually agreed upon by the Superintendent and Association President.

### 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.

B. Vacancies will be publicized by sending a written notice to the Association President and to each building representative.

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 within five (5) working days of their determination. Teachers wishing to be considered for such vacancies shall notify the Superintendent in writing of their interest within five (5) working days from the date of vacancy posting.
  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 home 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 who are employed during the 2011-2012 school year shall be grandfathered and shall be given full-time positions for which they hold valid certification/licensure as such positions occur. However, part time teachers hired after the 2011-2012 school year 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 full-time, 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**

Effective August 21, 2012, the following evaluation procedure shall be used to evaluate the performance of teachers employed by the Board until an evaluation procedure which complies with HB #153 is developed. A committee shall be formed with a majority of bargaining unit members who shall be appointed by the SLACT president to develop the evaluation procedure. After the procedure is developed, the parties agree to bargain over it. If the parties are unable to reach agreement on the revised evaluation procedure, the Federal Mediation and Conciliation Service (FMCS) shall be asked to mediate the differences of the parties on this issue.

**4.01** Teacher evaluation is designed to improve the effectiveness of individual teachers to inspire professional growth, to shape a successful career in education, and to determine continued employment in the District. Evaluations shall be conducted as follows:

- A. Appropriate forms for evaluating personnel shall be submitted to the Superintendent by the building principal as follows:
1. No teacher shall be evaluated more than twice a year except when that individual is experiencing difficulty.
  2. Conferences shall be scheduled for each bargaining unit member as needed to make the bargaining unit member aware of the results.
  3. The following schedule will be adhered to in evaluating the teaching performance of the staff in the respective buildings:
    - a. Teachers new to the District will be evaluated two (2) times that year.
    - b. Teachers on limited contracts with one (1) to five (5) years experience will be evaluated one (1) time per year.

- c. Teachers on limited contracts with more than five years experience and teachers on continuing contracts will be evaluated no more than every other year.
4. In any school year in which the Board may wish to declare its intention not to reemploy a limited contract teacher, the teacher shall be evaluated in strict accordance with the evaluation procedures as set forth in ORC 3319.111, not withstanding anything in this Article or this agreement apparently to the contrary.
- B. The teacher may take the initiative in requesting visits by the building principal or evaluator whenever the teacher feels that this will assist in the evaluation process. The administrator shall attend upon such request whenever possible. (A written report of the visit may be requested by the teacher.)
  - C. Observations upon which evaluations are based may be announced and unannounced. Formal observations shall be carried on with the full knowledge and awareness of the teacher.
  - D. A teacher shall be observed a minimum of two (2) times before receiving a negative evaluation. Any teacher may be observed at any time.
  - E. The evaluator shall have a conference promptly with the staff member being evaluated following each formal observation.
  - F. Each evaluation is to be discussed with the teacher and signed by the evaluator and teacher before being placed in the permanent file. This signature does not imply concurrence. Teachers wishing to do so may add written comments.
  - G. The staff member must be given a copy of the evaluation within ten (10) school days.
  - H. Whenever the evaluation shows deficiencies in teacher performance, the evaluator shall offer assistance to the teacher in the area(s) of stated deficiencies.
  - I. Any teacher reemployed beyond the initial year in the system whose performance is judged to be deficient may, after reasonable time and resources for improvement have been provided, be referred by the building principal to the Teacher Performance Assistance Procedures (TPAP). Teaching performance shall include teaching responsibilities within the classroom, adherence to building rules and regulations, and any other stipulations contained within this Contract.
  - J. The administration and Association shall collaborate in the development and implementation of any changes in the teacher evaluation form.

- K. Informal visits to a teacher's classroom may occur periodically. Constructive comments regarding the teacher's performance may be made at the time via conversation or in an informal written note afterward. They will not be used as part of the teacher's formal evaluation.
- L. Coaches receiving supplemental contracts will be evaluated by the Athletic Director, whether a member of the administration or a member of the bargaining unit, for performance related to the supplemental contract.

#### **4.02 PERSONNEL FILES**

- A. The personnel file for each teacher shall be maintained by the Board. This shall be the only personnel file and shall be considered confidential. Members of the administration authorized access to personnel files shall be limited to those administrators who have responsibilities directly related to the staff member concerned.
- 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 work days of any complaint against him/her which may influence the evaluation, placement, or continuing employment of said Association member, whether or not the material will be included in the personnel file.

## **ARTICLE V. PERFORMANCE ASSISTANCE PROCEDURES**

### **5.01 INITIAL ACTION**

- A. At any time, building principals will submit to the Superintendent the names of teachers who are experiencing negative teacher performance to the extent that, if the situation were to continue uncorrected, dismissal would be in order.
- B. So that each teacher is fully aware of the deficiencies in his/her teaching performance, the teacher will have had no fewer than four (4) separate observations and two (2) evaluations listing specific deficiencies by the evaluator or building principal.
- C. The Superintendent or his/her designee will give the names of teachers to the Association President and the Teacher Performance Assistance Program (TPAP) Chairperson, along with copies of the evaluations listing the specific deficiencies.

### **5.02 ASSOCIATION ASSISTANCE**

After receiving the names, the Association will have forty-five (45) working days in which to implement an assistance program.

### **5.03 SUBSEQUENT ACTION**

- A. No fewer than two (2) additional evaluations listing specific deficiencies will be made by more than one (1) evaluator and/or principal.
- B. If these evaluations still prove to be negative, a joint meeting with the Superintendent, building principal, Association President, TEPS Chairperson, and the referred teacher will be called by the Superintendent to discuss the findings.
- C. The Superintendent's decision shall be rendered prior to April 30.

## **ARTICLE VI. SUBSTITUTES**

### **6.01 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.

## **6.02 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.

## **6.03 EMERGENCY PERIOD SUBSTITUTES**

In the event regular substitutes are not available, teachers may serve as period substitutes but shall not be required to do so. Said teachers shall be paid twenty dollars (\$20.00) per regular period; or, in the case of teachers in elementary buildings, twenty dollars (\$20.00) for up to the first forty-five minutes served and six dollars and fifty cents (\$6.50) per each fifteen minutes thereafter.

# **ARTICLE VII. OFFICIAL DUTY DAY**

## **7.01 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.

## **7.02 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.

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.

**7.03 BUILDING MEETINGS**

- A. Principals may hold one staff meeting/training per month outside the student day, not to exceed one (1) hour and fifteen (15) minutes 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 and fifteen (15) minutes 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 building representative(s). The Association President shall receive written advance notice of all meetings to be held by District Administrators.
- C. In the interest of coordinating all educational programs within the system, and to provide the maximum amount of efficiency regarding school operations, all building and district staff meetings/trainings will be held on the same day of the week. The designated day 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. 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.
- G. Emergency meetings may be called at the discretion of the building principal when the content is deemed important to safety or time sensitive.

**7.04 RELEASED TIME**

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.

**ARTICLE VIII. THE SCHOOL CALENDAR**

**8.01 SCHOOL CALENDAR ADOPTION COMMITTEE**

Two (2) teachers selected by the Association shall be members on a School Calendar Committee to formulate the school calendar to be presented to the Superintendent for recommendation to the Board. Once adopted changes in the calendar shall not be made for arbitrary, capricious or discriminatory reasons.

**8.02 SCHOOL CALENDAR COMPOSITION**

- A. The Association President and Superintendent will mutually determine how the in-service 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.
  - 2. A Committee composed of SLACT representatives from grades K-12 and administrators will consult with staff and design staff development opportunities for the year.

3. The 184 days shall be:
  - 178 Student Contact Days
  - and
  - 6 teacher days as follows:
    - 1 Teacher Orientation Day (First day of school)
    - 2 Conference Days (or nights)
    - 1 Professional Development Day
    - 1 Records Day the last day of first semester (January)
    - 1 Records Day the last day of the year.
  
4. A minimum of six (6) Professional Development hours will be completed on agreed upon dates to concentrate on department/grade level/building/district needs related to teaching, learning and curriculum.
  
5. The contractual requirements for the Professional Development Day in conjunction with the January Records Day shall be accomplished by one of the following three (3) options:
  - Option #1: Complete six (6) hours of elective staff development hours and work on-site during Records Day.
  - Option #2\*: Complete six (6) hours of on-site staff development on January Records Day and complete first semester records prior to Records Day.
  - Option #3: Complete twelve (12) elective hours (six of which must be completed by January Records Day) and complete first semester records prior to Records Day. With this option, the employee does not have to be present on-site on Records Day.
  
6. The District's *Professional Development Options Booklet* which shall have a minimum of 12 choices of staff development will be provided electronically.
  - \*Should this not be provided by September 15<sup>th</sup>, Option #2 shall be offered.
  
7. Elective Professional Development Hours:
 

Professional Development hours shall be the teacher's selection. In the event a teacher wishes to attend a workshop/seminar not offered in the *Professional Development Options Booklet*, that teacher shall submit a request in advance to participate in other options.

8. The administration shall make reasonable efforts to enter earned hours on the staff development website at least twice per year.

## **ARTICLE IX. CLASS STRUCTURE**

### **9.01 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 - Second Grades  
First and second grades shall be limited to a maximum of twenty-five (25) students.
  3. Third - Fourth Grades  
Third and fourth grades shall be limited to a maximum of twenty-eight (28) students.
  4. Fifth - Sixth Grades  
Fifth and sixth grades shall be limited to a maximum of twenty-nine (29) students.
  5. 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.
  6. Band and vocal music shall be excluded from the class size limits.
  7. P.E. in grades seven through twelve (7-12) shall be limited to a maximum of thirty (30) students per teacher.

8. Prior to October 1<sup>st</sup>, if class sizes exceed the maximum caps in Section 9.01(A), an additional teacher shall be hired at every level necessary. After October 1<sup>st</sup>, 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 dollars (\$1,000) per student per year. The stipend shall be paid the 2<sup>nd</sup> 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 pro-rated amount of the \$1,000 based on the 48 days. In no case shall a teacher have three (3) students over the caps in Section 9.01(A).

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.

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

D. 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 not be counted by the regular teacher as part of that teacher's class size, even though the regular teacher may be responsible for recording that student's grade.

**9.02 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 a conference with the student's IEP team to discuss the concerns and to determine the student's proper placement.
- B. Elementary special classes (art, music, physical education) shall receive no more mainstreamed students with disabilities than can be effectively integrated into the regular classroom.

## ARTICLE X. ALTERNATIVE EDUCATIONAL PROGRAMS

### 10.01 SPECIAL EDUCATION

#### A. Individualized Education Plan (IEP)

1. Employees 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 be present at the IEP/504 meetings held during the year.
2. When unusual or unique circumstances are present, the teacher shall be informed of his/her responsibilities regarding implementation of the IEP/504 and specific modifications/supports to be provided.
3. Any employee whose duties involve the implementation of an IEP can request reconvening the IEP team to review and consider modifications to the IEP and/or the placement of the student.
4. Any member of an IEP/504 team has the right to submit a written dissent to any portion(s) of the IEP. 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 "teacher of record" and primarily responsible for the education of students on an IEP Plan will provide an electronic copy of each student's IEP Plan and modification sheet to those regular education teachers with whom the IEP Plan student will be assigned for instruction. District software (currently 'Practical Solutions') 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 disabled students 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, catherization or other similarly invasive procedure).

E. Support Services

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

F. Individual Education Plans

1. Individual buildings will provide 45 hours of release time per school year during the school day, on campus, to each intervention specialist/tutor responsible for writing, reviewing and implementing IEPs. Release time shall be worked out creatively between the intervention specialist/tutor and the building principal.
2. Each Special Education teacher responsible for writing IEPs shall be granted one (1.0) hour release time for each IEP to be written. Each Special Education tutor responsible for writing IEPs shall be granted one (1.0) hour of extended time for each IEP to be written.

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 7.02.

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

J. LD 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. LD tutors shall be paid only for contact time with students with the following exceptions:
  - a. LD tutors shall receive one and one-quarter (1¼) sick days per month of teaching for a total of eleven and one-quarter (11.25) days per year.
  - b. LD tutors shall be paid to participate on in-service days.
  - c. LD tutors shall be paid for their individual building's IEP/Conference Day.
  - d. LD 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.
2. LD tutors employed more than twenty (20) hours per week will be provided single coverage for benefits offered in Article XII. Tutors wishing to carry family coverage may do so at their own expense. Said benefits shall be paid by the Board the entire year, including over the summer.

3. LD tutors shall be compensated as follows:

	Effective <u>8/1/2008</u>
First Year	88.1% of the hourly base pay [Base/(184 x 7.5)]
Second Year	92.2%
Third Year	96.4%

"Years" refer to continuous service within the District.

## **ARTICLE XI. LEAVES**

### **11.01 JURY DUTY SERVICE**

- A. When serving on jury duty, a certificated/licensed employee shall present his/her jury duty check to the Board Treasurer, 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.

### **11.02 MILITARY LEAVE**

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

### **11.03 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.

#### **11.04 MATERNITY LEAVE**

- A. A teacher who becomes pregnant is expected to notify the Superintendent's office in writing as soon as practicable but no later than the fifth (5th) month. At the time the teacher leaves her assignment, she may elect one (1) or more of the options listed below:
  - 1. Use of Sick Leave
    - a. The teacher may elect to utilize her accumulated sick leave during her period of disability. It shall be up to the discretion of the teacher and her doctor 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. In the event a teacher on such disability leave exhausts her accumulated sick leave days prior to termination of her disability, she will be granted a leave of absence without pay for the balance of the period of disability. For the first twelve (12) workweeks of unpaid maternity leave, the teacher will continue to be covered under the Board's hospitalization/surgical insurance programs at Board cost. 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. 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 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.

2. Use of Long-Term Leave

- a. Leave without pay for the year in which the birth occurs shall be granted teachers requesting long-term leave for maternity. The date established for the beginning of leave shall be determined by the teacher and her physician. 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 1.
- c. Request for reinstatement from long-term maternity leave shall be directed to the Superintendent's office no later than April 1 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 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 leave. Any teacher returning from maternity 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.

### **11.05 FAMILY MEDICAL LEAVE ACT**

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

Eligible employees may elect to use FMLA Leave in place of Sick Leave at the employee's option.

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

### **11.06 ADOPTION LEAVE**

A teacher who is adopting shall be granted long-term leave as stated in Section 11.04 (MATERNITY LEAVE), A.2. For the first twelve (12) workweeks of the adoption leave, the teacher will continue to be covered under the Board's hospitalization/surgical insurance programs at Board cost. To the extent the leave extends beyond twelve (12) workweeks, the teacher will be required to reimburse the Board for any premiums during that period.

### **11.07 PATERNITY LEAVE**

Upon request as per applicable conditions listed for long-term leaves (11.04, A.2), a male employee, who has fathered or adopted a child, shall be granted a long-term leave of absence without pay. For the first twelve (12) workweeks of the adoption leave, the teacher will continue to be covered under the Board's hospitalization/surgical insurance programs at Board cost. To the extent the leave extends beyond twelve (12) workweeks, the teacher will be required to reimburse the Board for any premiums during that period.

### **11.08 PERSONAL LEAVE**

#### **A. Restricted**

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 at least two (2) days prior to the requested date. When the Administration institutes the technology to submit personal leave requests electronically, employees shall use the technology for the submission of a personal leave request.
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 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.

#### **11.09 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.

#### **11.10 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 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. 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. 1. An employee who exhausts his/her sick leave as a result of Section 11.10 D. or 11.10 E. will be eligible for an additional twelve (12) workweeks of unpaid leave resulting from the employee's serious health condition or the serious health condition of an immediate family member. The Board will maintain the employee's insurance coverage at Board cost for the duration of this leave. To the extent the employee requires medical leave beyond this twelve (12) weeks, the provisions of Section 11.10 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 the 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 a 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 the control of the employee, the employee will reimburse the Board for health insurance premiums paid by the Board during the period of the leave.
- G. 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. (GC 486-17c)
- H. 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.
- I. Sick Leave Transfer
  1. When a bargaining unit member who has a serious medical condition (as certified by a physician) has exhausted all of his/her accumulated sick 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.

#### **11.11 LEAVES FOR ILLNESS OF LONG DURATION**

- A. Absence due to illness in excess of accumulated and/or advanced sick leave will automatically place certificated/licensed employees on leave without pay for additional days missed.

- 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.
- 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.

#### **11.12 ASSAULT LEAVE**

- A. "Assault" means the causing of, or an attempt to cause, physical harm or mental disability to any certificated/licensed staff member by any person, when said certificated staff member charges said person with an offense prohibited by Title 29 of the Ohio Revised Code.
- B. Any certificated/licensed staff member who is absent due to physical injuries and mental disabilities 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.
- 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 mental disability, and shall be in lieu of any 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 XII. INSURANCE**

### **12.01 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 four percent (94%) coverage for all certificated/licensed employees requesting such coverage and for their dependents. Payroll deductions shall be provided for the remaining six percent (6%) 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 at least 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. Preadmission 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.

**12.02 LIFE INSURANCE**

- A. The amount of paid life insurance shall equal the base salary (BA-O) rounded to the next highest thousand. 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).

**12.03 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. One Thousand Dollars (\$1,000.00) 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 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

- a. Board 94%
- b. Employee 6%

5. Voluntary

## 12.04 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 chiroprapist.
  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 94%
  2. Employee 6%

## **12.05 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 Seven Hundred Dollars (\$700.00) single and One Thousand Five Hundred Dollars (\$1,500.00) 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.

## **12.06 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 C.

## **ARTICLE XIII. SEVERANCE PAY**

### **13.01 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 sixty (60) days. Said payments shall be based on the per diem rate of pay at the time of retirement.

### **13.02 ELIGIBILITY**

- A. This payment is to be made to any teacher with at least twenty (20) years of teaching experience who elects to retire from active service. Severance pay shall not be paid to any teacher who is going to continue active teaching in the State of Ohio.

- 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 service, but have at least five (5) years 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 13.01 shall not be eligible to receive this benefit again.

#### **ARTICLE XIV. PROFESSIONAL COMPENSATION**

##### **14.01 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.

##### **14.02 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.

#### **14.03 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 Outdoor Education Programs shall be compensated by one (1) personal day to be taken at his/her discretion.

#### **14.04 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.

#### **14.05 TUITION REIMBURSEMENT**

The district shall allocate \$30,000 per year to be used for tuition reimbursement. Guidelines for disbursement of these funds shall be established by a committee composed of three (3) SLACT members chosen by the SLACT President and three (3) administrators chosen by the superintendent.

## **ARTICLE XV. DEDUCTIONS**

### **15.01 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.

### **15.02 PROFESSIONAL DUES DEDUCTION**

- A. Professional dues shall be deducted in equal amounts from eighteen (18) consecutive pays, starting with the first pay in October. Authorization for such deductions 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.
- C. No member may cancel dues payroll deductions without the approval of the Association Treasurer.
- D. Fair Share Fee

- 1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No nonmembers filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- 2. Notification of Fair Share Fee Amount

Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about October 15 of each year of this contract for the purpose of determining amounts to be payroll deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deduction

a. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (1) Sixty (60) days employment in a bargaining unit position; or
- (2) January 15th.

b. Termination of Membership During Membership Year

The Board Treasurer shall, upon written notification from the Association that a member has terminated membership, commence deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Ohio Revised Code 4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed.
- b. The Board agrees to:
  - (1) Give full cooperation and assistance to the Association and its counsel at all levels of the proceeding;
  - (2) Permit the Association or its affiliates to intervene as a party if it so desires; and/or
  - (3) To not oppose the Association or its affiliates' application to file briefs *amicus curiae* in actions involving members of the Association who desire to become nonmembers of same.
- c. The Board acted in good faith compliance with the fair share fee provision of this Agreement.

**15.03 TAX-SHELTERED ANNUITY DEDUCTION**

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

**15.04 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.

**15.05 FUND FOR CHILDREN AND PUBLIC EDUCATION (FCPE)**

A. The Board of Education agrees with the provision that [Fund for Children and Public Education (FCPE)] donations may be deducted at the same time as United Way contributions as follows:

1. After pledges have been made, [FCPE] contributions may be taken out with a minimum of Five Dollars (\$5.00) per pay.
2. Alphabetical lists by building are to be prepared by the Association building representatives and delivered to the Board Treasurer's office three (3) weeks prior to the date of deduction.

**15.06 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. A bargaining unit member may receive a paper paycheck if he/she provides the Treasurer a written certification that the employee does not have access to a bank account.

**ARTICLE XVI. SALARY SCHEDULES**

**16.01 SALARY PROVISIONS**

- A. The schedule shall be a single salary schedule for both elementary and secondary school teachers. The salary schedule index shall remain unchanged. The Base (BA-0) salary shall be increased by 1.5% for the 2012-2013 school year, 1.5% for the 2013-2014 school year and by 1.5% for the 2014-2015 school year.
- 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.

## 16.02 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.

C. Master

A Master's degree in the field of education.\*

D. MA +18

Eighteen (18) semester hours in graduate education courses beyond the MA.

E. MA +30

Thirty (30) semester hours in graduate education courses beyond the MA.

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 SLACT President and the TPAP Chairperson, 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 in Executive Session.

**16.03 SALARY INDEX and SCHEDULE**

SPRINGFIELD LACT SALARY INDEX						
YEARS	BS	5 Year	Master	MA+18	MA+30	PhD/EdD
0	1.0000	1.0613	1.1227	1.1840	1.2453	1.3067
1	1.0613	1.1227	1.1840	1.2453	1.3067	1.3680
2	1.1227	1.1840	1.2453	1.3067	1.3680	1.4293
3	1.1840	1.2453	1.3067	1.3680	1.4293	1.4907
4	1.2453	1.3067	1.3680	1.4293	1.4907	1.5520
5	1.3067	1.3680	1.4293	1.4907	1.5520	1.6133
6	1.3680	1.4293	1.4907	1.5520	1.6133	1.6747
7	1.4293	1.4907	1.5520	1.6133	1.6747	1.7360
8	1.4907	1.5520	1.6133	1.6747	1.7360	1.7973
9	1.5520	1.6133	1.6747	1.7360	1.7973	1.8587
10	1.6133	1.6747	1.7360	1.7973	1.8587	1.9200
11	1.6747	1.7360	1.7973	1.8587	1.9200	1.9813
12	1.7360	1.7973	1.8587	1.9200	1.9813	2.0427
13	1.7973	1.8587	1.9200	1.9813	2.0427	2.1040
20	1.8587	1.9200	1.9813	2.0427	2.1040	2.1653
25	1.9200	1.9813	2.0427	2.1040	2.1653	2.2267

**SLACT Salary Schedule  
2012-13  
Base: \$34,272  
1.5% increase each of 3 years**

<b>YEARS</b>	<b>BS</b>	<b>5 Year</b>	<b>Master</b>	<b>MA+18</b>	<b>MA+30</b>	<b>PhD/EdD</b>
STEP 0	34,272	36,373	38,477	40,578	42,679	44,783
STEP 1	36,373	38,477	40,578	42,679	44,783	46,884
STEP 2	38,477	40,578	42,679	44,783	46,884	48,985
STEP 3	40,578	42,679	44,783	46,884	48,985	51,089
STEP 4	42,679	44,783	46,884	48,985	51,089	53,190
STEP 5	44,783	46,884	48,985	51,089	53,190	55,291
STEP 6	46,884	48,985	51,089	53,190	55,291	57,395
STEP 7	48,985	51,089	53,190	55,291	57,395	59,496
STEP 8	51,089	53,190	55,291	57,395	59,496	61,597
STEP 9	53,190	55,291	57,395	59,496	61,597	63,701
STEP 10	55,291	57,395	59,496	61,597	63,701	65,802
STEP 11	57,395	59,496	61,597	63,701	65,802	67,903
STEP 12	59,496	61,597	63,701	65,802	67,903	70,007
STEP 13	61,597	63,701	65,802	67,903	70,007	72,108
STEP 20	63,701	65,802	67,903	70,007	72,108	74,209
STEP 25	65,802	67,903	70,007	72,108	74,209	76,313

**SLACT Salary Schedule  
2013-2014**

**Base: \$34,786**

**1.5% increase each of 3 years**

<b>YEARS</b>	<b>BS</b>	<b>5 Year</b>	<b>Master</b>	<b>MA+18</b>	<b>MA+30</b>	<b>PhD/EdD</b>
STEP 0	34,786	36,918	39,054	41,187	43,319	45,455
STEP 1	36,918	39,054	41,187	43,319	45,455	47,587
STEP 2	39,054	41,187	43,319	45,455	47,587	49,720
STEP 3	41,187	43,319	45,455	47,587	49,720	51,855
STEP 4	43,319	45,455	47,587	49,720	51,855	53,988
STEP 5	45,455	47,587	49,720	51,855	53,988	56,120
STEP 6	47,587	49,720	51,855	53,988	56,120	58,256
STEP 7	49,720	51,855	53,988	56,120	58,256	60,388
STEP 8	51,855	53,988	56,120	58,256	60,388	62,521
STEP 9	53,988	56,120	58,256	60,388	62,521	64,657
STEP 10	56,120	58,256	60,388	62,521	64,657	66,789
STEP 11	58,256	60,388	62,521	64,657	66,789	68,922
STEP 12	60,388	62,521	64,657	66,789	68,922	71,057
STEP 13	62,521	64,657	66,789	68,922	71,057	73,190
STEP 20	64,657	66,789	68,922	71,057	73,190	75,322
STEP 25	66,789	68,922	71,057	73,190	75,322	77,458

**SLACT Salary Schedule  
2014-2015  
Base: \$35,308  
1.5% increase each of 3 years**

<b>YEARS</b>	<b>BS</b>	<b>5 Year</b>	<b>Master</b>	<b>MA+18</b>	<b>MA+30</b>	<b>PhD/EdD</b>
STEP 0	35,308	37,472	39,640	41,805	43,969	46,137
STEP 1	37,472	39,640	41,805	43,969	46,137	48,301
STEP 2	39,640	41,805	43,969	46,137	48,301	50,466
STEP 3	41,805	43,969	46,137	48,301	50,466	52,634
STEP 4	43,969	46,137	48,301	50,466	52,634	54,798
STEP 5	46,137	48,301	50,466	52,634	54,798	56,962
STEP 6	48,301	50,466	52,634	54,798	56,962	59,130
STEP 7	50,466	52,634	54,798	56,962	59,130	61,295
STEP 8	52,634	54,798	56,962	59,130	61,295	63,459
STEP 9	54,798	56,962	59,130	61,295	63,459	65,627
STEP 10	56,962	59,130	61,295	63,459	65,627	67,791
STEP 11	59,130	61,295	63,459	65,627	67,791	69,956
STEP 12	61,295	63,459	65,627	67,791	69,956	72,124
STEP 13	63,459	65,627	67,791	69,956	72,124	74,288
STEP 20	65,627	67,791	69,956	72,124	74,288	76,452
STEP 25	67,791	69,956	72,124	74,288	76,452	78,620

#### **16.04 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.

#### **16.05 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 or eliminated at the discretion of the Superintendent prior to the issuance of a new limited contract.
  
- 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

1.	Varsity Football Head Coach .....	20%
2.	Varsity Basketball Head Coach (Boys) .....	20%
3.	Varsity Basketball Head Coach (Girls).....	20%
4.	Varsity Wrestling Head Coach .....	17%
5.	Varsity Football Assistant Coach (4) .....	14%
6.	Varsity Basketball Assistant Coach (Boys) .....	14%
7.	Varsity Basketball Assistant Coach (Girls) .....	14%
8.	Varsity Baseball Head Coach .....	13%
9.	Varsity Track Head Coach (Boys) .....	13%
10.	Golf Head Coach (Boys) .....	13%
11.	Golf Head Coach (Girls) .....	13%
12.	Cross Country Head Coach .....	13%
13.	Soccer Head Coach .....	13%
14.	Girls Volleyball Head Coach .....	13%
15.	Girls Softball Head Coach .....	13%
16.	Varsity Track Head Coach (Girls) .....	13%
17.	Swimming Coach .....	13%
18.	High School Faculty Manager .....	12%
19.	Varsity Wrestling Assistant Coach .....	12%
20.	9th Grade Football Head Coach .....	12%
21.	9th Grade Basketball Head Coach (Boys) .....	12%
22.	9th Grade Basketball Head Coach (Girls) .....	12%
23.	Varsity Baseball Assistant Coach .....	11%
24.	Varsity Track Assistant Coach .....	11%
25.	Girls Softball Assistant Coach .....	11%
26.	Girls Track Assistant Coach .....	11%
27.	Varsity Cheerleading Advisor .....	11%
28.	9th Grade Wrestling Head Coach .....	11%
29.	Varsity Soccer Assistant Coach .....	11%
30.	Varsity Volleyball Assistant Coach (Girls) .....	11%
31.	Golf Assistant Coach (Boys) .....	11%
32.	9th Grade Assistant Football Coach .....	10%
33.	9 <sup>th</sup> Grade Volleyball Coach .....	10%
34.	9th Grade Cheerleading Advisor .....	9%
35.	Junior Varsity Basketball (Boys) .....	14%
36.	Junior Varsity Basketball (Girls) .....	14%
37.	Junior Varsity Football .....	14%
38.	Junior Varsity Softball .....	11%
39.	Junior Varsity Baseball .....	11%
40.	Junior Varsity Wrestling .....	12%
41.	Junior Varsity Volleyball .....	11%
42.	Junior Varsity Cheerleading.....	10%
43.	Swimming Assistant Coach.....	11%

Junior High School

44.	Athletic Coordinator .....	12%
45.	Football Head Coach .....	10%
46.	Soccer Head Coach .....	10%
47.	Wrestling Head Coach .....	10%
48.	Boys Track Head Coach .....	10%
49.	Girls Track Head Coach .....	10%
50.	Basketball Head Coach – 8 <sup>th</sup> Grade (Boys) .....	10%
51.	Basketball Head Coach – 8 <sup>th</sup> Grade (Girls).....	10%
52.	Basketball Head Coach – 7 <sup>th</sup> Grade (Boys) .....	10%
53.	Basketball Head Coach – 7 <sup>th</sup> Grade (Girls).....	10%
54.	Volleyball Coach – 8 <sup>th</sup> Grade .....	10%
55.	Volleyball Coach – 7 <sup>th</sup> Grade .....	10%
56.	Football Assistant Coach.....	8%
57.	Cheerleading Advisor .....	5%
58.	Cross Country Head Coach .....	10%

D. Other Supplementals

1.	Academic Coach .....	14%
2.	Forensics .....	10%
3.	Debate .....	10%
4.	Summer Band .....	10%
5.	Instrumental Music Director .....	10%
6.	Vocal Music Director .....	10%
7.	District Library Coordinator .....	20%
8.	Dramatics .....	8%
9.	Junior High School Drama.....	8%
10.	Counselors .....	7%
11.	Summer Band Assistant .....	6%
12.	Instrumental Music Assistant .....	6%
13.	VICA Advisor.....	6%
14.	High School Newspaper .....	5%
15.	High School Yearbook .....	5%
16.	Head Teacher .....	5%
17.	Senior Class Advisors .....	4%
18.	High School Student Council .....	4%
19.	Mentor Teacher.....	3.5%
20.	National Honor Society .....	3%
21.	Department Chairpersons .....	3%
22.	Junior High School Newspaper .....	3%
23.	Junior High School Yearbook .....	3%
24.	Junior High School Student Government .....	3%
25.	Varsity "S" Advisor .....	3%
26.	High School Haromano .....	3%
27.	Mock Trial Advisor .....	3%
28.	Academic Challenge.....	3%
29.	Class Advisors (except senior) .....	2%

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

**ARTICLE XVII. BUDGETARY CONCERNS**

**17.01 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.

**17.02 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 XVIII. REDUCTION IN FORCE**

**18.01 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. With regard to "lack of funds", it is specifically agreed that for the purposes of reduction in force, lack of funds exists only if the Board lacks sufficient funds to maintain current levels of staffing beyond the upcoming fiscal year.

- B. Prior to taking such action, the Board shall notify the Association of the specific reason for such 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 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.
- C. Immediately following determination, the Board shall:
1. Have posted to every professional employee 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.
    - b. A list of those specific positions to be reduced by grade and subject.
    - c. 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. Recommend any additional RIF continue first with limited contract personnel by certification/licensure.
    - c. Recommend, if additional reductions are still necessary, the suspension of those continuing contracts by certification/licensure, pursuant to Ohio Revised Code 3319.17.
    - d. The Board will not give preference to teachers based on seniority except when making a decision between teachers who have comparable evaluations.

Until the new evaluation procedures are incorporated into this contract, the parties expressly agree that all teachers shall be deemed to have comparable evaluations.

After the new evaluation procedures have been incorporated into this contract, the parties shall negotiate the definition of "comparable".

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, in order of seniority at the time of contract suspension.
  - 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.
  - e. Upon approval of the Superintendent, teachers who can achieve new certification/licensure in another teaching area(s) for which their system-wide seniority could make them eligible, shall be given until August 15 to show evidence of such eligibility to the Superintendent, who shall change the RIF List according to the aforementioned procedure.
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 non-renewal.
  - d. Teachers will remain on the RIF List for a period of thirty-six (36) months following the layoff. If a teacher on the RIF List accepts continuing employment with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the RIF List.

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.

## **18.02 RIF OF TUTORS**

- A. All of the provisions of Section 18.01 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.
  - 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 XIX. GRIEVANCE PROCEDURES**

### **19.01 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 Local Association of Classroom Teachers.
- 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.

## **19.02 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.

## **19.03 INITIATION AND PROCESSING**

### **A. Level One**

#### **Conference With Building Principal Regarding the Problem**

1. A teacher may request a conference with the building principal within ten (10) working days after the teacher knows 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 by the PR&R chairperson and/or other 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.
5. The decision may 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 PR&R Chairperson may submit a class action grievance in writing to the Superintendent directly, 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.
  - e. An appeal of the Superintendent's decision may be made to the Board within five (5) 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 shall advance the matter to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). 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 Three, or if no decision has been rendered within ten (10) working days of the written appeal at Level Three, the grievant may request the PR&R chairperson to refer the matter to a disinterested third person, by giving written notice to the Board of the desire to do so. Within ten (10) days after notice of such desire is given, representatives of the Board and the Association shall meet to select the third person. Selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association (AAA), in accordance with its procedures.
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.

**19.04 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 PR&R committee, or any other participant in the grievance procedure by reason of such participation.

**19.05 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 and to the PR&R chairperson. Such decision shall be attached to the original grievance form and all pertinent data of this specific grievance shall be returned to the PR&R 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 PR&R 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 through 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.

## **ARTICLE XX. RESIDENT EDUCATOR**

### **20.01 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.

C. Resident Educator

is a teacher working under the first license issued by the ODE 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.

**20.02 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 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.

### **20.03 STRUCTURE OF THE RESIDENT EDUCATOR PROGRAM**

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.
  4. The consulting teacher/mentor and the entry year person/mentee shall attend any professional growth series designed by the Springfield mentor/professional growth committee.

C. Evaluation of the Resident Educator

The Springfield Local Schools will evaluate the Resident Educator Program annually.

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

## **ARTICLE XXI. OCCUPATIONAL SAFETY AND HEALTH**

### **21.01 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 SLACT 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.

### **21.02 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 SLACT 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.

### **21.03 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.

## **ARTICLE XXII. CONTINUOUS IMPROVEMENT - ACADEMIC WATCH/EMERGENCY**

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

## ARTICLE XXIII. MASTER TEACHER COMMITTEE

### 23.01 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 SLACT 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 XXIV. LICENSED PROFESSIONAL DEVELOPMENT COMMITTEE**

### **24.01 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.

### **24.02 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 SLACT 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.

### **24.03 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.

### **24.04 VACANCIES**

- A. The SLACT 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.

#### **24.05 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.

#### **24.06 TRAINING**

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

#### **24.07 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.

#### **24.08 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 time lines established by the LPDC. The LPDC will communicate these time lines 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.

#### **24.09 RECORDS OF THE LPDC**

- A. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.

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

#### **24.10 COMPENSATION**

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

#### **24.11 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.

#### **24.12 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.

#### **24.13 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 SLACT 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 XXV. DISCIPLINARY PROCEDURES**

### **25.01 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.

### **25.02 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.

### **25.03 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.

### **25.04 PRIVACY OF PROCEEDINGS**

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

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

## **ARTICLE XXVI. CREDIT FLEXIBILITY COMMITTEE**

**26.01** A committee consisting of the High School Principal, Curriculum Director teachers from each Department appointed by the SLACT 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 15<sup>th</sup>. 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 work day at the base tutor rate. The number of hours worked outside the normal work day must be approved by the committee. Any travel necessary shall be compensated at the IRS rate, subject to the approval of the committee.

### **26.02 DISTANCE LEARNING**

There shall be a bargaining unit member assigned as part of his/her regular work day 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.

## **ARTICLE XXVII. PERFORMANCE INCENTIVE**

### **27.01 LOCAL REPORT CARD INCENTIVE**

In the event that the Performance Index of the District Report Card issued by the Ohio Department of Education or the number of performance indicators achieved on the Local Report Card increases in the 2012-2013, 2013-2014 or the 2014-2015 school years, bargaining unit members employed by the Board at the time the results of the Local Report Card are issued shall be paid one of the following incentives:

- A. One point increase on either the performance index or one additional indicator:  
\$200.00
- B. Two point increase on either the performance index or two additional indicators:  
\$400.00

- C. Three point increase on either the performance index or three additional indicators:  
\$750.00
- D. Four point increase on either the performance index or four additional indicators:  
\$1,000.00
- E. Five point increase on either the performance index or five additional indicators:  
\$1,500.00

\*Increases are measured from the previous year's Springfield Local Report Card.

**27.02 ATTENDANCE INCENTIVE**

- A. Personal Leave

\$100.00 shall be paid to a bargaining unit member for every personal leave day that is unused.

- B. Sick Leave

A teacher who uses three (3) days or fewer during the work year shall be paid a bonus of \$200.00.

- C. The attendance incentives shall be paid not later than June 30<sup>th</sup>.

**27.03** A. Bargaining unit members who retire or resign (on or after May 1<sup>st</sup>) shall be paid any earned incentive.

- B. Long term substitutes who teach the full year (teach at least until May 1<sup>st</sup> or who teach the full year and who start not later than October 1<sup>st</sup>) 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.

**27.04** The Report Card incentive shall be paid not later than thirty (30) days after the Local Report Card results are published.

**ARTICLE XXVIII. PROFESSIONAL DRESS**

A committee shall be formed consisting of the SLACT president, the Superintendent and one other representative appointed by each for the purpose of drafting a Professional Dress Policy. This committee shall complete its work by August 20, 2012. The policy shall be shared with the bargaining unit when it is completed.

## **ARTICLE XXIX. EFFECTS AND DURATION OF CONTRACT**

### **29.01 DURATION OF CONTRACT**

The terms of this Master Contract shall be from August 21, 2012, through and including August 20, 2015.

### **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.

**24.05 TERM OF CONTRACT**

- A. The Articles of this Master Contract shall become effective August 21, 2012 through August 20, 2015, pending the ratification by both parties and the written execution thereof. This Agreement is made and entered into at Springfield Township, Ohio, on the 14<sup>th</sup> day of September, 2012 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 LOCAL ASSOCIATION  
OF CLASSROOM TEACHERS**

By: Rebecca Uber  
Becky Uber, Chairperson

By: William E. Burket  
Bill Burket, SLACT President

By: Cathy Berlo  
Cathy Berlo, Team Member

By: Dale Handley  
Dale Handley, Team Member

By: Paula Murphy  
Paula Murphy, Team Member

**SPRINGFIELD LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

By: William Stauffer  
William Stauffer, Superintendent

By: Chris Adams  
Chris Adams, Treasurer

By: Cynthia L. Collins  
Cindy Collins, Board President

**MEDICAL MUTUAL OF OHIO**

**APPENDIX A**

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<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 Removal upon End of Month	
Pre-Existing Condition Waiting Period (Does not apply to under the age of 19)	Initial Group Waived, All Others 3-3-12	
Blood Pint Deductible	0 pints	
Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible -- Single/Family	\$200/\$400	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$935/\$1,870	\$1,500/\$2,500
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
<b>Preventive Services</b>		
Preventive Service, in accordance with state and federal law <sup>1</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	100%
Well Child Services including Exam, Routine Vision, Routine Hearing, Well Child Care Immunizations and Laboratory Tests (31 visits per Lifetime; Birth to age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test and related Physical Exam (One per benefit period)	100%	70% after deductible

Benefits	Network	Non-Network
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (26 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy - Facility and Professional (26 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (26 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room	90% after deductible	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Infertility Services - including in-vitro fertilization, artificial insemination and all other infertility services	90% after deductible	70% after deductible
Home Healthcare (120 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible

<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>	
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits
Outpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits

Note: Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pockets limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pockets limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual’s medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual’s payment may not equal the percentage listed above. However, the covered person’s coinsurance will always be based on the lesser of the provider’s billed charges or Medical Mutual’s negotiated rate with the provider.

<sup>1</sup> Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup> Preventative services include evidence-based services that have a rating of “A” or “B” in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

**APPENDIX B**

<b>Medical Mutual</b>	<b>Springfield Local Schools Rx Preferred Formulary Prescription Drug Program</b>	
<b>Benefits</b>	<b>Co-Pay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31st	
Dependent Age Limit	Same as Medical	
<b>Retail Program with Oral Contraceptive Coverage</b>		
Generic Co-payment	\$14	30 day
Single-Source Brand Name Copayment	\$28	30 day
Multi-Source Brand Name Copayment	\$28	30 day
<b>Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Co-payment	\$28	90 day
Single-Source Brand Name Copayment	\$56	90 day
Multi-Source Brand Name Copayment	\$56	90 day

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

MEDICAL  
MUTUAL  
OF OHIO

Springfield Local Schools  
Vision

<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	24 removal at end of month in which dependent reaches 24
<b>Examinations</b>	<b>One per benefit period</b>
Vision Examinations	\$40 per exam
<b>Frames</b>	<b>One per two benefit periods</b>
Basic Frames	\$60 per frame
<b>Prescription Lenses</b>	<b>One per benefit period</b>
Single Vision Lenses	\$60 per pair
Bifocal Lenses	\$70 per pair
Trifocal Lenses	\$100 per pair
Lenticular Single Lenses	\$70 per pair
Lenticular Bifocal Lenses	\$90 per pair
Lenticular Trifocal Lenses	\$110 per pair
<b>Contacts in Lieu of Lenses</b>	<b>One per benefit period</b>
Medically Necessary	\$175 per pair
Cosmetic – Disposable lenses may be substituted for Cosmetic lenses.	\$100 per pair or \$100 benefit for disposables

Note: Benefits will be determined based on Medical Mutual of Ohio's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual of Ohio may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered service.

**SPRINGFIELD LOCAL SCHOOLS  
TEACHER EVALUATION FORM**

Teacher's name: \_\_\_\_\_

Assignment: \_\_\_\_\_

Evaluator's name: \_\_\_\_\_

Period Covered: \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_

Observation Date(s): \_\_\_\_\_

Attach appropriate observation form(s).

**S = Satisfactory**

This level indicates performance in a conscientious and competent manner. The teacher is meeting or exceeding the expectations of a trained professional person.

**NI = Needs Improvement**

This level indicates an overall acceptable level of performance with opportunity for improvement in a specific area.

**NS = Not Satisfactory**

This rating indicates that the teacher is not meeting a satisfactory performance standard in one or more areas of the category.

**DNA= Does Not Apply**

Not all teachers have classroom responsibilities that would be reflected by the standards in each category.

**N/O = No Opportunity to Observe**

**Comment Areas**

Comment areas within the categories are to be used by the evaluator to identify specific areas that need improvement. Specific recommendations should be made at this point. The comment areas should also be used to identify areas where the teacher clearly goes beyond the satisfactory level of activity.

SPRINGFIELD LOCAL SCHOOLS  
TEACHER EVALUATION FORM

		S	NI	NS	DNA	N/O
<b>I.</b>	<b>ORGANIZATION &amp; PLANNING</b>					
	<ul style="list-style-type: none"> <li>The teacher has a definite written plan (lesson, unit or theme) and has developed appropriate activities that will implement the plan.</li> </ul>					
	<ul style="list-style-type: none"> <li>Where a documented district-wide plan is designed, the teacher organizes and implements the plan appropriately.</li> </ul>					
	<ul style="list-style-type: none"> <li>Plans reflect a knowledge of student strengths and weaknesses and attempt to accommodate specific student learning modalities.</li> </ul>					
Comments:						

		S	NI	NS	DNA	N/O
<b>II.</b>	<b>DELIVERY &amp; EVALUATION</b>					
	<ul style="list-style-type: none"> <li>Classroom activities are varied and appropriate.</li> </ul>					
	<ul style="list-style-type: none"> <li>Assignments are meaningful and reasonable.</li> </ul>					
	<ul style="list-style-type: none"> <li>The teacher assists students during independent study.</li> </ul>					
	<ul style="list-style-type: none"> <li>Questioning techniques elicit thought, discussion and understanding.</li> </ul>					
	<ul style="list-style-type: none"> <li>Students and parents are aware of expected performance levels before and after the plan's implementation.</li> </ul>					
	<ul style="list-style-type: none"> <li>Evaluation of students is based on a variety of activities.</li> </ul>					
	<ul style="list-style-type: none"> <li>The teacher makes an attempt to evaluate the quality of his/her performance based on the intended lesson, unit or theme.</li> </ul>					
Comments:						

	S	NI	NS	DNA	N/O
<b>III. EDUCATION PRACTICES</b>					
• The teacher plans and utilizes time to best advantage.					
• He/she establishes realistic annual goals and meaningful priorities.					
• Works with other teachers when group planning or activity is indicated.					
• Is flexible within the framework of daily or weekly activities taking place within the building.					
• Develops strategies that motivate students					
Comments:					

	S	NI	NS	DNA	N/O
<b>IV. COMMUNICATIONS</b>					
• Encourages communication between school and home.					
• Keeps students and parents informed.					
• Expresses expectations clearly.					
• Expresses appreciation for a job well done.					
• Provides constructive criticism when appropriate.					
• Facilitates exchange of information within groups.					
• Directs disagreement within appropriate channels.					
Comments:					

		S	NI	NS	DNA	N/O
<b>V.</b>	<b>RELATIONSHIP with STAFF</b>					
	<ul style="list-style-type: none"> <li>Works effectively with both teacher groups and administrative committees, promoting a positive school climate.</li> </ul>					
	<ul style="list-style-type: none"> <li>Avoids the unethical practice of making degrading statements about colleagues in a non-professional setting.</li> </ul>					
Comments:						

		S	NI	NS	DNA	N/O
<b>VI.</b>	<b>RELATIONSHIP with STUDENTS</b>					
	<ul style="list-style-type: none"> <li>Commands and demonstrates respect.</li> </ul>					
	<ul style="list-style-type: none"> <li>Maintains good discipline in the classroom and throughout the building.</li> </ul>					
	<ul style="list-style-type: none"> <li>Expresses concern for the individual welfare of students.</li> </ul>					
	<ul style="list-style-type: none"> <li>Encourages interests and activities.</li> </ul>					
	<ul style="list-style-type: none"> <li>Resolves student problems personally when possible.</li> </ul>					
Comments:						

		S	NI	NS	DNA	N/O
<b>VII.</b>	<b>RELATIONSHIP with COMMUNITY</b>					
•	The teacher is tactful, courteous, and promotes good rapport with parents.					
•	He/she is supportive of the school and its mission in his/her dealing with the public.					
•	Enlists community support.					
•	Effectively interprets school program to the community.					
Comments:						

		S	NI	NS	DNA	N/O
<b>VIII</b>	<b>PROFESSIONAL QUALITIES</b>					
•	The teacher is consistent with expectations of the standards of the teaching profession: He/she does what is expected when it is expected to be done.					
•	He/she is receptive to new ideas and approaches.					
•	Maintains contact with current research and practices.					
•	Professional growth in the form of additional course work or workshops occurred during the year.					
•	Contributes to the district by working on committees, projects, and attending other events.					
Comments:						

		S	NI	NS	DNA	N/O
<b>IX.</b>	<b>PERSONAL CHARACTERISTICS</b>					
•	Demonstrates good physical health.					
•	Attendance record is good.					
•	Exhibits poise and self control.					
•	Presents a professional image and favorable appearance.					
•	Is punctual in meeting all commitments.					
•	Initiative is exercised in most situations.					
Comments:						

Each teacher may submit a self-appraisal. A copy of the teacher's annual goals may be submitted with this evaluation.



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

\_\_\_\_\_

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.

## **Amended Acceptable Use Policy for Staff Springfield Local School District**

### **Technology and Network Access**

Springfield Local School District provides staff and students with access to computer equipment, software, and network services. These tools support learning, collaboration, and educational research related to the district curriculum as well as administrative and state mandated functions.

All technology and network usage must be consistent with these purposes, and all provisions of law governing the actions of the user.

### **Expectations of Staff**

Technology serves to assist staff in fulfilling their job responsibilities. The district expects staff members to use the technology and network services as a learning and work tool. All staff members should serve as role models in this capacity. Staff are to know and enforce the Student Acceptable Use Policy and to supervise the use of technology in their area. The District computer network is to be used in a responsible, efficient, ethical, and legal manner. Federal, State, and local laws and district policies and guidelines must be followed.

Note: Use of school technology for political lobbying or commercial business is against the law.

However, some instances of personal use are acceptable when such use does not interfere with job responsibilities, is initiated during non-work periods, does not use district resources and does not interfere with the primary intended use of the system.

### **Responsible Use**

The use of district Internet filtering does not preclude the necessity for staff to supervise student use of technology. Some inappropriate material is likely to pass through the filter. The following are some guidelines concerning the use of district technology and network services.

Material created and/or stored on the system is not guaranteed to be private. Network administrators may review the system from time to time to ensure that the system is being used properly, but this will only be done when motivated by a legitimate reason. For this reason, staff members should know that a third party might view materials. All communications and information should be assumed to be property of the District.

Staff members must keep their passwords private and all accounts secure. Staff accounts are for use only by the district employees for whom they are provided. Students may not use staff accounts and/or passwords at any time.

Unacceptable uses of the computer/network include but are not limited to:

- Violating the conditions of State and Federal law dealing with students' and employees' rights to privacy
- Transmission of any language or images of a graphic sexual nature, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- The transmission of messages or any other content which would be perceived by a reasonable person to be harassing, threatening or constitute defamation
- Violation of copyright or trademark laws
- Attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (the transmission of a computer virus, etc.)
- Attempt to create or change computer or network configurations
- Commercial or profit-making activities
- Playing games of chance.
- Unauthorized downloading, copying, or storing of any software, shareware, or freeware
- Any method used to bypass the filter (proxy servers, etc.)

**Security and Integrity**

Staff members shall not knowingly take any action that would compromise the security of any computer, network, or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not knowingly take any actions that may adversely affect the integrity, functionality, or reliability of any computer; they may not install, delete, or remove any hardware or software to individual computers, or to the computer network without consent of the Technology Coordinator.

Staff members shall report to the Network Administrators or a School District administrator any actions by students that would violate the security or integrity of any computer or network whenever they know of such actions in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

Other examples of inappropriate technology and network behavior will be considered on a case-by-case basis.

**Consequences of Irresponsible Use**

Consequences for individuals violating the Responsible Use Policy vary depending on the nature and seriousness of the violation. Consequences might include discussion, disciplinary action (due process), and/or involvement of law enforcement agencies.

**Right of Access**

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computers, network, and messaging systems require that full access be available at all times. The Springfield Local School District therefore reserves the right to access and inspect any computer, device, or electronic media within its systems and any data, information, or messages that may be contained therein when such inspection is motivated by a business reason. All such data, information, and messages are the property of the School District, and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

**Warranties / Indemnification**

The Springfield Local School District makes no warranties of any kind, whether expressed or implied, in connection with its provision of access to and use of its technology, computer networks, and the Internet provided under this Policy. The Springfield Local School District will not be responsible for any claims, losses, damages or costs (including attorneys fees) of any kind suffered, directly or indirectly, by any user resulting from the use of technology and the electronic network. The user takes full responsibility for his/her use.

Keep this copy of the policy.

Sign the attached form, remove it, and return only the signature as directed.

**Acceptable Use Policy for Staff**  
**Springfield Local School District**

**AGREEMENT**

I have read the “Network Privacy and Acceptable Use Policy for Staff Members” relating to staff use of the computers, computer networks, and electronic messaging systems of the School District.

I agree to comply with the “Acceptable Use Policy for Staff Members” adopted August 14, 2007 and understand that access to the network and messaging systems is a privilege that may be withdrawn in the event of noncompliance with the above Policy.

I understand that violations of this Acceptable Use Policy may result in discipline.

---

Staff Member Signature

---

Print Name

---

Date

**SLACT SICK LEAVE TRANSFER NOTICE**

\_\_\_\_\_, who works at \_\_\_\_\_  
(Name) (Building)

is about to exhaust his/her accumulated sick 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 Transfer 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 Local Association of Classroom Teachers (SLACT) or its affiliates.

**ASSOCIATION REPRESENTATIVES (AR):** Person(s) elected by the membership of their building to act as the liaison between the SLACT 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 can not 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.

**TEACHER PERFORMANCE ASSISTANCE PROCEDURE (TPAP):** A standing committee with the responsibilities of, but not limited to, advising teachers on certification/licensure and professional workshops, seminars, and meetings; receiving the Superintendent's referrals for; and overseeing the functioning of the Teacher Performance Assistance Procedure (TPAP).

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 \_\_\_\_\_



Hearing Date \_\_\_\_\_  
(within 2 days after receipt of grievance)

Level I Response (with 5 days after hearing): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

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 \_\_\_\_\_

.....

Hearing Date \_\_\_\_\_  
(Scheduled within 5 days after receipt of appeal)

**Level II Response**  
(within 10 days after appeal date)

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\_\_\_\_\_  
Signature of Superintendent/Designee

\_\_\_\_\_  
Date

cc: Grievant  
Principal  
Superintendent

**LEVEL III – Mediation**

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

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

Signature of Grievant \_\_\_\_\_

.....

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 \_\_\_\_\_

.....

cc: Grievant  
Principal  
Superintendent

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OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Tim Myers, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

December 13, 2012

State Employment Relations Board  
Attn: Office of the Clerk  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 DEC 17 P 4: 50

Dear Board Members:

Enclosed please find the successor contract (effective August 21, 2012 through August 20, 2015) between the Springfield Local Association of Classified Teachers and the Springfield Local School District Board of Education.

Sincerely,

Beth Chandler-Marks  
Labor Relations Consultant

BCM/dm  
enclosure

