



SPRINGBORO COMMUNITY SCHOOLS

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CONTRACT

BETWEEN

**SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**SPRINGBORO EDUCATION ASSOCIATION
AFFILIATED WITH
THE OHIO EDUCATION ASSOCIATION
AND THE
NATIONAL EDUCATION ASSOCIATION**

EFFECTIVE FROM:

JULY 1, 2013

To

JUNE 30, 2015

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PREAMBLE

This Agreement made and entered into by and between SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT BOARD OF EDUCATION (herein "BOARD"), and the SPRINGBORO EDUCATION ASSOCIATION affiliated with THE OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein "ASSOCIATION").

It is the intent and purpose of the BOARD and the ASSOCIATION to set forth herein their agreement on all matters related to wages, hours, terms and conditions of employment for the employees of the Springboro Community City School District in the bargaining unit covered by this AGREEMENT. The BOARD and the ASSOCIATION both acknowledge and recognize that the provisions of Chapter 4117 of the Ohio Revised Code govern their collective bargaining relationship and that provisions in this Chapter enable the parties to negotiate for negotiation procedures, terms and other conditions of employment for the employees in the bargaining unit which are not the same as and/or are different than and/or at variance from rights, duties, responsibilities or procedures set forth in the Ohio Revised Code. The BOARD and the ASSOCIATION hereby state that it is their express understanding and agreement that to the fullest extent permitted by Chapter 4117 of the Ohio Revised Code, the specific provisions of this AGREEMENT shall control over any provision of the Ohio Revised Code which might provide for any different right, procedure or obligation on either the BOARD or the ASSOCIATION or any employee in the bargaining unit; provided, however, unless a specific provision in this AGREEMENT does provide such a different right, procedure or obligation, the provisions of the Ohio Revised Code shall control.

ARTICLE I - RECOGNITION

1.01 Definition of Bargaining Unit

- (a) The Springboro Community City School District Board of Education, hereinafter referred to as the "BOARD", recognizes the Springboro Education Association, OEA/NEA, hereinafter referred to as the "ASSOCIATION", as the exclusive and sole collective bargaining representative for all purposes permitted by Chapter 4117 of the Ohio Revised Code for all certificated/licensed employees under Ohio Revised Code Title 33 including regular classroom teachers, special education teachers, counselors, librarians, nurses, I/SG instructors (tutors) and school psychologists but excluding all substitutes, "auxiliary service" employees, administrative staff and/or supervisory employees, as defined in Chapter 4117 of the Ohio Revised Code, and all other employees of the BOARD. These exclusions shall include the Superintendent, Assistant Superintendent, Treasurer, Directors Principals, Assistant Principals, Coordinator(s), Athletic Director and Business Manager.
- (b) As used in this AGREEMENT, the term "employee(s)" refers to all employee(s) included in the bargaining unit described above in Section 1.01(a).

1.02 Management Rights of the Board

- (a) The ASSOCIATION recognizes the BOARD as the locally elected body charged with the establishment of policy of public education in the Springboro Community City School District and as the employer of all personnel of this school system under State law. The ASSOCIATION further recognizes that the BOARD has the sole responsibility for the management and control of all the public schools of whatever name or character in the District and has the full authority to establish the rules and regulations by which the District will be governed as provided in the Ohio Revised Code, except as limited by specific provisions of this Contract.
- (b) It is specifically agreed that the BOARD has all management rights set forth in Section 4117.08 of the Ohio Revised Code.
- (c) The term Superintendent used herein shall mean the Superintendent or his designee.

ARTICLE II - PROFESSIONAL NEGOTIATIONS PROCEDURES

2.01 Initiation of Negotiations

- (a) Professional negotiations shall be initiated in writing by the President of the ASSOCIATION to the Superintendent or by the Superintendent to the President of the ASSOCIATION. The initiating party shall include the following:
 - (1) Date of request
 - (2) Purpose of negotiations
 - (3) Contact person/address for negotiations
- (b) If mutually agreed to by the parties, this AGREEMENT or any part thereof may be renegotiated prior to the termination date of the AGREEMENT. Negotiations shall begin within fourteen (14) calendar days of the agreement to re-negotiate on these specific items mutually agreed to reopen and shall proceed in accordance with the provisions of this Article.
- (c) One hundred twenty (120) calendar days prior to the expiration of this Contract, at the request of either party, negotiations shall commence on a successor document. At that time, all matters related to wages, hours and other terms and conditions of employment shall be open for negotiations. Negotiations shall proceed in accordance with the provisions of this Article.

2.02 Professional Negotiations Meetings

- (a) The parties shall meet at a time and place as determined under Section 2.01 for the first negotiations meeting.
- (b) Specific written proposals shall be exchanged by the parties at the first meeting unless otherwise mutually agreed. The party requesting negotiations shall present and explain its proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
- (c) The date, time and place for each subsequent negotiations meeting shall be determined at the end of each negotiations meeting.

2.03 Negotiation Teams

- (a) Each negotiations team shall consist of no more than six (6) people. Each team may designate a spokesperson and the remaining people may act as observers or consultants. The observers or consultants shall not participate in the negotiation discussions unless mutually agreed upon. Formal presentations may be made by consultants upon specific items under discussion provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

2.04 Information

- (a) The designated representatives of the BOARD and the ASSOCIATION agree to make available to each other, upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under consideration.

2.05 Recesses

- (a) Either team shall have the right to recess for independent caucus at any time. Caucuses shall be of reasonable length.

2.06 Item Agreement

- (a) The designated representatives of the BOARD and the ASSOCIATION shall determine at the initial negotiations meeting the procedures to be used for tentative item agreement.

2.07 Agreement

- (a) When a tentative agreement on the entire contract is reached through negotiations, the outcome will be reduced to writing signed by the spokesperson of each negotiating team and submitted to the ASSOCIATION's general membership with a recommendation for acceptance by the ASSOCIATION's bargaining team and to the BOARD with a recommendation for acceptance by its team.
- (b) The ratification vote by the ASSOCIATION's membership shall be communicated to the BOARD by the President of the ASSOCIATION in writing. Upon receipt of written notification that the ASSOCIATION has ratified the tentative agreement, the BOARD shall meet within fourteen (14) calendar days to vote on the tentative agreement.
- (c) After the AGREEMENT is fully executed by the BOARD and the ASSOCIATION, the BOARD will have it printed in sufficient quantity so that all employees in the bargaining unit, all members of the administrative staff, the ASSOCIATION, the BOARD and potential new employees will be able to receive a copy/copies. The cost of such printing will be equally shared by the BOARD and the ASSOCIATION. After the AGREEMENT is printed, the ASSOCIATION will be given sufficient copies for its needs and for distribution to all employees in the unit. It shall be the responsibility of the ASSOCIATION to distribute the AGREEMENT to all employees employed at the time of this initial distribution. The BOARD shall be responsible for seeing that any employee hired after this distribution receives a copy.

2.08 Dispute Resolution - Mediation

- (a) In the event that full tentative agreement is not reached at least sixty (60) calendar days prior to the expiration (or reopener, if applicable) date specified in the AGREEMENT, the parties mutually agree to utilize the services of a Mediator designated by the Federal Mediation and Conciliation Service. So that a Mediator can be promptly designated and be of assistance to the parties when needed, the parties will no later than

seventy (70) calendar days prior to the expiration (or reopener, if applicable) date write the appropriate District Director of the Federal Mediation and Conciliation Service requesting the designation of a Mediator who could be utilized, if necessary. Either party may request the services of a Mediator at any time during the sixty (60) calendar day period prior to the expiration (or reopener, if applicable) date whether or not an impasse in negotiations exist. However, if full agreement has not been reached at least forty-five (45) calendar days before the expiration (or reopener, if applicable) date, the services of a Mediator shall be utilized.

- (b) The dispute resolution procedure shall be deemed exhausted either:
 - (1) at the expiration of the AGREEMENT; or
 - (2) if the AGREEMENT is extended, when either party declares that mediation was unable to result in a settlement. In the case of a contract reopener, the dispute resolution procedures shall be deemed to be exhausted forty-five (45) calendar days after mediation services are initiated unless the parties extend this process for a longer period of time.

2.09 Waiver of ORC 4117 Fact Finding Procedures

- (a) The parties expressly hereby waive any right to utilize any mediation or fact finding procedures prescribed in Chapter 4117 of the Ohio Revised Code.

2.10 Right to Strike

- (a) Nothing herein shall prohibit the ASSOCIATION from exercising its right under Section 4117.14(D) of the Ohio Revised Code, provided the ASSOCIATION has given the BOARD and the State Employee Relations Board ten (10) calendar days' prior notice, in writing, of its intent to strike on or after the expiration date of this Agreement. Such written notice shall contain the day and time the strike shall commence and shall otherwise comply with the applicable provisions of the Ohio Revised Code.

2.11 Provisions Contrary To Law

- (a) If any provision of this Agreement shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the contract. The parties shall meet within thirty (30) calendar days upon request of either party to negotiate any necessary change in the Agreement relative to the affected provision. Said negotiations shall be in accordance with provisions outlined in this Article.

2.12 Change in Law During Agreement

- (a) If, during the term of this AGREEMENT, there is a change in any state or federal law which would invalidate any provision of this AGREEMENT, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within thirty (30) calendar days upon

request of either party and in accordance with provisions outlined in this Article.

ARTICLE III – NON-DISCRIMINATION

3.01 Non-Discrimination

- (a) The BOARD and the ASSOCIATION agree that there shall be no discrimination against any employee based on race, color, creed, age, sex, national origin, disability or handicap, all as in accordance with and as limited by the provisions of applicable law.

3.02 Request for Accommodation

- (a) Any employee requesting any accommodation for any disability shall be required to furnish the Superintendent with a statement from his/her physician setting forth the particulars of the disability which requires accommodation and the recommendation from such physician for the accommodation(s) necessary.
- (b) Upon receipt of such request, the Superintendent shall review the request.
- (c) In the event an issue exists as to whether the employee is disabled, as defined in the Americans With Disabilities Act, such issue shall be deemed a threshold issue. This issue shall be resolved utilizing the Grievance/Arbitration provision of this AGREEMENT, subject to the limitation that the sole issue to be submitted to an arbitrator shall be whether the employee is disabled as defined in the Americans With Disabilities Act.
- (d) Once the issue of whether the employee is disabled is resolved, the ASSOCIATION and the Superintendent shall meet to determine what reasonable accommodation is appropriate.
- (e) In the event agreement on a reasonable accommodation cannot be reached, the employee shall have the right to utilize the Grievance/Arbitration provisions of this AGREEMENT to resolve the matter.
- (f) During the processing of a request for an accommodation, the Superintendent may, in the exercise of his sole discretion, require any employee claiming to be disabled and seeking accommodation to be examined by a physician or physicians selected by the Superintendent for the purpose of determining whether the employee is disabled and/or what accommodations may be appropriate under the circumstances present.
- (g) The employee is responsible for all expenses incurred from his/her physician.
- (h) The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Grievance Policy

- (a) The BOARD recognizes that in the interest of effective personnel management, a procedure is necessary whereby each employee can be assured of a prompt, impartial and fair hearing on his/her grievance. Such procedure shall be available to each employee and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.
- (b) The grievant shall have the right to representation by the association at each step of this procedure.

4.02 Definitions

- (a) Grievance - A grievance is a complaint regarding an alleged violation, misinterpretation or misapplication of any provision(s) of this Agreement; provided:
 - (1) If a specific section of this Contract limits the parameters and use of this grievance procedure, such limitations shall be followed.
- (b) Appropriate Administrator - The Administrator at the lowest level who has authority to consider the grievance.
- (c) Grievant - The "grievant" shall mean the employee(s) or the ASSOCIATION filing the grievance.
- (d) Days - The term "days" shall mean working days.

4.03 Purpose

- (a) The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept informal at all levels of the procedure.

4.04 Grievance Procedure

- (a) Step One: Discussion with Administrator
 - (1) Any employee having a grievance should first discuss such grievance and identify that he/she is beginning the grievance procedure with the appropriate Administrator.
- (b) Step Two: Written to Administrator
 - (1) If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to file a written grievance with the appropriate Administrator. If such grievance is not filed within twenty (20) working days after the occurrence of the act or the condition which is the basis of said grievance, said grievance shall be waived. The written

grievance shall be on standard form (Appendix A) and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of this Agreement allegedly violated, misinterpreted or misapplied.

- (2) Within seven (7) working days of receipt of the grievance, the Principal or Administrator shall hold a meeting at a mutually agreeable time to discuss the grievance.
- (3) The Administrator shall answer the written grievance within seven (7) working days after the conclusion of the meeting. The answer and the reasons for the answer shall be reduced to writing and copies sent to the grievant, and the ASSOCIATION. In the event the Administrator fails to timely answer the grievance at Step 2, the grievant may move to the next step.

(c) Step Three: Appeal to Superintendent

- (1) If the answer of the Administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal the grievance in writing to the Superintendent. Failure to file such an appeal within seven (7) working days from receipt of the written Step Two answer of the Administrator shall be deemed a waiver of the right to appeal and the grievance shall thereafter be void and not subject to further processing. A meeting shall be conducted by the Superintendent, at a mutually agreeable time, within seven (7) working days after the receipt of the appeal. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such meeting by the ASSOCIATION.
- (2) The Superintendent shall answer the appeal of the grievance within seven (7) working days after the conclusion of the Step Three meeting. The Step Three action and the reasons for the answer shall be reduced to writing and copies sent to the grievant, the Step One Administrator, and the ASSOCIATION. In the event the Superintendent fails to timely answer the grievance at Step Two the grievant may move to the next step.

(e) Step Four: Arbitration

- (1) The ASSOCIATION may, within ten (10) working days after the issuance of the Step Three answer, demand arbitration in accordance with the rules and regulations of the American Arbitration Association; provided, however, it does not have the right to appoint an arbitrator who is not mutually agreeable to the parties. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement.

The arbitrator has the authority to determine arbitrability if such an issue exists. Cost for the services of the arbitrator, including per diem expenses and actual and necessary travel expense, shall be borne equally by the parties.

4.05 Withdrawal of Grievance

- (a) A grievance may be withdrawn at any level without prejudice or record. However, if the grievance is withdrawn after arbitration has been requested, and the withdrawal is not pursuant to a settlement of the grievance, the Association shall bear the costs of said cancellation.

4.06 Prohibition of Reprisals

- (a) An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel file but shall be maintained by the Superintendent in a separate grievance record file.

ARTICLE V - ASSOCIATION RIGHTS

5.01 Dissemination of Information

- (a) The ASSOCIATION shall have the following sole and exclusive rights:
 - (1) To use bulletin boards in the employees' workroom(s) for the posting of official ASSOCIATION announcements or bulletins; provided, however, this shall not permit the posting of any item concerning any School Board candidate election.
 - (2) To use the school mail, email, and mailboxes, provided that all material distributed to employees shall be sent to the Principal of the building and to the Superintendent concurrent with distribution.
 - (3) To have its President furnished with the names and addresses of newly employed employees following Board approval of their contracts.
 - (4) To be given two (2) hours during the general All-Staff Meeting at the start of the school year.
 - (5) To be given one (1) hour to meet with newly employed employees for instruction regarding registration and enrollment in the ASSOCIATION.

5.02 Use of Facilities and Equipment

- (a) The ASSOCIATION shall have the right to use school rooms and equipment when such rooms and equipment are not in use and provided that use is arranged in advance and does not interfere with the school program, that the purpose is for internal business of the ASSOCIATION, and that any supplies or out-of-pocket expenses in connection with such use will be supplied or paid for by the ASSOCIATION.

5.03 ASSOCIATION Meetings With Members

- (a) The President and/or his/her designee(s) may meet with any other member in the District during their lunch break, before and after the student day. The President and his/her designee(s) shall notify the Principal of any visitation to the building.

5.04 BOARD Meetings

- (a) Prior to each BOARD meeting, the President of the ASSOCIATION shall be provided with an agenda and minutes of previous meetings as included with the agenda. Any addendum to the agenda shall be distributed to the ASSOCIATION President at the BOARD meeting.
- (b) The President of the ASSOCIATION or his/her designee shall have the right to speak at BOARD meetings on any item of concern to members and at a time designated by the BOARD.

5.05 District Committees

- (a) The ASSOCIATION shall have the right to recommend employees to serve on district-wide committees which require the participation of employees as established by the BOARD and/or Superintendent. At least one (1) person on each such committee will be a person mutually agreeable to the ASSOCIATION and the Superintendent. Such individual shall be the ASSOCIATION's representative on the committee.
- (b) Building level committees shall not be considered "district committees" as defined in this Agreement. Such committees are only advisory in nature. Concerns about the activities of building committees may be addressed in Liaison Committee meetings.
- (c) The BOARD and the ASSOCIATION have established a Local Professional Development Committee (LPDC) in accordance with the provisions of the Ohio Revised Code. The By-Laws of this LPDC Planning Committee shall govern the operations of the LPDC. Decisions of the LPDC shall not be subject to the grievance procedure, but rather to the appeal process as outlined in the LPDC By-Laws.
- (d) The BOARD and the ASSOCIATION shall establish a Student Learning Objective (SLO) Committee to develop and/or review SLOs as required by the evaluation procedure. The committee shall also have the responsibility to develop its internal procedures that will govern the committee's operations.

5.06 Prohibition of Reprisals

- (a) There will be no reprisals of any kind taken against any member by reason of his/her membership in the ASSOCIATION or participation in any activities, excluding illegal acts.

5.07 Right to Representation

- (a) In the event any Administrator intends to hold a meeting with any employee during which matters related to the possible discipline, transfer, non-renewal or termination of the employee is likely to be discussed, the employee will be advised of such fact prior to the meeting and will be permitted to bring an ASSOCIATION representative to the meeting. It is the responsibility of the employee to make arrangements for the presence of such ASSOCIATION representative. It is understood that any evaluation/observation pre-conference and/or the initial conference concerning any "formal observation" or "evaluation" of an employee does not come within the scope of this provision; provided, however, an employee may within five (5) calendar days after such an initial conference at his/her request have a second conference with the Administrator at which an ASSOCIATION representative may be present if desired by the employee.

5.08 Association Related Meetings

- (a) The local ASSOCIATION President and officially elected delegates or alternates shall be given leave by the BOARD to attend the annual NEA/OEA Representative Assemblies. The ASSOCIATION shall be responsible for paying the cost of the substitute for said delegates.
- (b) The ASSOCIATION shall also be allowed to purchase up to five (5) days release time for the President or any authorized designee by reimbursing the District for the cost of the substitute.

5.09 Payroll Deductions

- (a) The BOARD shall provide, through its Treasurer, payroll deductions for the purposes outlined below as a service to the District's employees. Neither the BOARD nor the ASSOCIATION assumes any obligation, financial or otherwise, arising out of the provisions of this section. The individual employee shall indemnify and hold the BOARD and its Treasurer and the ASSOCIATION harmless for any and all claims, grievances, arbitration, awards, suits, attachments or other proceedings arising out of or by reason of any action taken with respect to any payroll deduction of funds as listed.

- (1) Retirement
- (2) Withholding tax for National, State or Local Governmental units, as required by law
- (3) Health Care Insurance
- (4) Personal Insurance (i.e., Group Life, optional life or other health insurance)
- (5) Association Dues (subject to Section 5.10 below)
- (6) Tax Sheltered Annuities
- (7) United Way
- (8) Credit Union
- (9) Any Court-ordered Deduction
- (10) Voluntary Political Contributions
- (11) SEA Scholarship Fund
- (12) Government Bonds

- (b) During January of each year, each employee will be furnished with an earnings and benefits statement showing all earnings and amounts withheld by category.

5.10 Association Dues

- (a) The BOARD shall provide for the voluntary payroll deduction of United Education Professional dues for any employee authorizing such deduction.
- (b) Employees desiring to have such dues deducted must sign an authorization form authorizing such payroll deduction.
- (c) Dues will be deducted in twenty (20) equal amounts beginning with the second payday in October for all employees authorizing such deduction, provided the Treasurer of the BOARD receives the data necessary to make such deduction prior to September 15th. In the event the necessary data is

not timely received, deductions shall commence on the earliest payday possible after the data is received. Any employee authorizing such deduction after the first payroll deduction period shall have the dues divided equally over the remaining pay periods.

5.11 Fair Share Fee

(a) Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of employees 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 non-member 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.

(b) Notification of the amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the ASSOCIATION, shall be transmitted by the ASSOCIATION to the Treasurer of the Board on or about September 15 of each year during the term 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.

(c) Schedule of Fair Share Fee Deductions

(1) All Fair Share Fee Payers

Payroll deductions 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:

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

(2) Upon termination of membership during the membership year the Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the 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.

(d) Transmittal of Deductions

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

(e) Procedure for Rebate

- (1) The ASSOCIATION represents to the BOARD that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the ASSOCIATION and that such procedure shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

(f) Entitlement to Rebate

- (1) Upon timely demand, non-members may apply to the ASSOCIATION for an advance rebate of the fair share fee pursuant to the internal procedure adopted by the ASSOCIATION.

(g) Indemnification of Employer

- (1) 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 non-member for which indemnification may be claimed;
 - b. The ASSOCIATION shall reserve the right to designate counsel to represent and defend the employer;
 - c. The BOARD agrees to: (1) Give full and complete 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 the action.
 - d. The BOARD acted in good faith compliance with the fair share fee provision of this agreement; however there shall be no indemnification of the BOARD if the BOARD intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein.

ARTICLE VI - LIAISON COMMITTEES

6.01 Faculty/Staff Advisory Committee

- A. There shall be a Faculty/Staff Advisory Committee established in each building which shall be co-chaired by one of the ASSOCIATION's building representatives and the Building Principal.
- B. The ASSOCIATION shall have representatives on the Faculty/Staff Advisory Committee in a ratio of one (1) representative for each fifteen (15) teachers, or fraction thereof, provided that in each building the ASSOCIATION shall be entitled to a minimum of three (3) representatives. Such representatives shall be elected by their respective faculties.
- C. The intent of the committee is to improve communications between staff and administration in regard to building problems and programs and to improve the educational effectiveness of the building. The Faculty/Staff Advisory Committee shall meet at least once a month during the school year to discuss matters of common interest in the building.

A schedule of regular meetings shall be established at the start of each school year.

Any agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting. Special meetings may be scheduled when necessary.

Members may anonymously submit items of concern which they wish placed on the agenda to any member of the Faculty/Staff Advisory Committee.

- D. Training will be provided to available members of the Faculty/Staff Advisory Committees on the district in-service days and as agreed by the parties.
- E. Minutes of all meetings shall be kept in a prescribed format and distributed to the building staff, the Superintendent, and ASSOCIATION president. All meetings are to be open so that any employee in the building can attend as an observer.

6.02 Labor Management Committee

- A. In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations.
- B. Representation on this committee shall be:

For the Administration:

Superintendent
Director of Human Resources
Director of Curriculum
Director of Special Education
Building Principals

Rotating members necessary for the discussion at hand
Ex Officio: Board Counsel

For the Association:

President
Vice President
Designated representative for each building
Rotating members necessary for discussion at hand
Ex Officio: OEA Representative

Future additions, ground rules, rotation of members, and training will be at the discretion of the Labor Management Committee.

- C. The committee shall be co-chaired by the Superintendent and the Association president.
- D. The Superintendent's administrative assistant (who is not a member of the committee) will take notes for purpose of developing minutes of each meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all buildings, administrators, Board members, and Association representatives.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

E. Meeting Schedule and Agenda

Meetings shall be held once a month. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.

At the beginning of the school year the Superintendent and Association president shall set date, time and location for meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

Except in emergencies, topics not on the agenda shall not be discussed but placed on the following month's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent. Discussion of agenda topics will be alternated, with the party occupying the Chair exercising the right to designate the first topic.

F. General Guidelines

- a. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines implementation.

- b. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
- c. Where agreement is reached by the LMC on a topic, it will be reduced to writing and signed by the two (2) chairs.
- d. General rules of operation will be developed by the committee.
- e. The Chairperson shall recognize a motion by either party to table a topic for further study.
- f. There will be mutual agreement on any news releases. However, this does not preclude the parties from reporting to their respective members.

6.03 Prohibition of Reprisals

- (a) No reprisals of any kind shall be taken against any employee participating in the activities of the Faculty / Staff Advisory Committee or the Labor Management Committee.

ARTICLE VII - PROFESSIONAL PERSONNEL RECORDS

7.01 Contents of Personnel Records

- (a) All official personnel records will be filed in the Superintendent's office or Treasurer's office on a current basis. These personnel records may include:
 - (1) Application for employment, including references;
 - (2) Nomination form;
 - (3) Copy of latest contract properly signed;
 - (4) Copy of latest salary notice;
 - (5) Ohio teaching certificate;
 - (6) Evaluation(s);
 - (7) Transcript(s) of college credits showing the official record of the degree granted, original or certified copy;
 - (8) Record of military service;
 - (9) Recommendations/reprimands; and
 - (10) Other documents properly placed in such file utilizing the procedure set forth in Section 7.02 and 7.03 below.

7.02 Access to Personnel Records

- (a) Each employee will have access to the contents of his/her own personnel file with the exception of (a)(1) above. This personnel file may be opened only in the presence of the Superintendent; and a representative of the ASSOCIATION may, at the employee's request, accompany the employee in such a review.
- (b) Material will be removed from an employee's file by consent of the Superintendent or, if required by law or pursuant to the decision of an arbitrator hearing a grievance under this Agreement.
- (c) An employee's personnel file shall be deemed confidential and shall not be open to the public except as required by law. An employee's medical file shall be deemed confidential information and shall not be open to the public.

7.03 Material Placed in Personnel Files

- (a) An employee will be notified of the placement in his/her personnel file of any material and will be provided the opportunity to read any such material prior to its being placed in his/her file. An employee will be given the opportunity to acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. This signature will not indicate agreement with the content of the material, but indicates only that the material has been provided to the employee. If the employee declines to sign the material, this shall be noted on the material placed in the personnel file. An employee shall have the opportunity to reply to any material placed in his/her personnel file in a written statement to be attached to the filed

copy. The employee will be given a copy of such material. Any written reprimand or other disciplinary action of record except for suspensions without pay taken against an employee shall be deemed null and void and of no force and effect either three (3) years after the date of issuance, provided there has been no other discipline during such three (3) year period, or three (3) years after the date of issuance of the last discipline of record, whichever is the later date. Records of suspensions without pay shall be deemed null and void and of no force and effect either ten (10) years after the date of issuance, provided there has been no other discipline during such ten (10) year period, or ten (10) years after the date of issuance of the last discipline of record, whichever is the later date.

7.04 Procedures for Complaints of Record

- (a) Upon receipt of a complaint, the Building Principal or his/her designee, will investigate the allegations contained therein. Should the Building Principal, or his/her designee, determine that the allegations are serious enough to become a matter of record, he/she shall meet with the employee to discuss the complaint. The employee may be accompanied by an association representative. At the meeting the employee shall be presented with the specifics of the complaint, and shall have the opportunity to respond to the allegations.
- (b) If, upon completion of the investigation, the complaint is merited by the facts of the case, a written report may be generated. If a report is generated, a copy will be provided to the employee. If the complainant has asked that their identity not be identified, no written report shall be generated solely on the basis of a confidential complaint.
- (c) After completion of the investigation, should the Building Principal, or his/her designee, determine that disciplinary action is necessary, the procedure set forth in Article XI shall be followed.
- (d) Anonymous letters or materials shall not be placed in an employee's personnel file.

7.05 Employee Right to Copies of File Materials

- (a) An employee shall be entitled to a copy of any material in his/her file except the material originally supplied to the administration as confidential prior to employment.

ARTICLE VIII - EVALUATION

8.01 Objectives Philosophy of Evaluation

- (a) The Springboro Community School District believes that staff evaluation is an ongoing process. Evaluations are used to improve the quality of instruction, to enhance job performance responsibilities and to focus on and emphasize professional development. Effective student learning is the ultimate goal of evaluations. It is a continuous, constructive and cooperative process wherein the individual being evaluated and the evaluator share a joint responsibility to work together to recognize effective instruction and the means and methods by which to improve student learning. It is a process meant to commend where commendation is warranted and create specific professional development plans and suggest means of improvement when needed. It is also a means for making decisions regarding employment.

8.02 Purpose of Evaluation

- (a) To help staff gain a better understanding of the scope of their duties and responsibilities as reflected in the job description.
- (b) To increase overall job performance with support from the administrator.
- (c) To provide staff with feedback necessary to develop a professional growth plan.
- (d) To provide a means for making appropriate contract recommendations.

8.03 Frequency of Evaluation (See MOU, Page 86, for employees who provide direct instruction 50% or more)

- (a) It is the desire of the BOARD that each employee be evaluated annually, with the exception of newly hired employees who shall be evaluated two (2) times during their initial year of employment.

However, at a minimum, each Building Principal/Administrator is responsible for evaluating employees according to the following schedule:

- (1) Employees new to the district shall be evaluated no less than two (2) times during their initial year of employment.
- (2) Employees working under a one-year limited contract shall be evaluated at least one (1) time during the current contract year.
- (3) Employees eligible for a continuing contract shall be evaluated at least one (1) time during the current contract year.
- (4) Employees working under a two-year limited contract shall be evaluated at least one (1) time during the last year of their contract.
- (5) Employees working under a continuing contract shall be evaluated at least one (1) time every three (3) years.

- (b) By September 30 of each school year, each building principal/administrator will provide written notice to employees who are scheduled to be evaluated that school year that they will be evaluated. Building principals/administrators have the option of evaluating any employee regardless of whether or not they have provided the notice identified herein.

8.04 Evaluation Procedures (See MOU, Page 86, for employees who provide direct instruction 50% or more)

- (a) All observations and evaluations of work performance of an employee shall be conducted with full knowledge of the employee. Notification of the date and time of any announced observation shall be given to the employee in advance of the announced observation.
- (b) Notwithstanding the provisions of the Ohio Revised Code which requires two (2) classroom observations, it is understood and mutually agreed by the ASSOCIATION and the BOARD that during the term of this Contract a formal "evaluation" shall be defined as at least one (1) announced observation of at least 30 minutes, but that other unannounced observations may occur. Evaluations shall reference employee strengths and deficiencies, as applicable, as well as other documentation properly placed in the employee's personnel file.
- (c) Employees who travel between buildings shall be evaluated by the principal/administrator as designated by the Superintendent, with written input from the principal(s)/administrators of the other building(s) to which the employees are assigned. The evaluation and any written input shall be placed in the employee's personnel file.
- (d) Employees who are not new to the district may be evaluated more than one (1) time during a school year if deficiencies are noted on the first evaluation or at the discretion of the Administrator.
- (e) A pre-observation conference before an announced observation between the observer and the employee to discuss observation/evaluation procedures and/or the focus of the observation/evaluation shall be held if the employee or building principal/administrator submits a written request.
- (f) Within seven (7) days after an announced observation, written observation notes shall be provided to the employee. If an evaluator takes written observation notes during an unannounced observation, regardless of its length, those notes shall be provided to the employee within seven (7) days of the observation.
- (g) Within twenty-one (21) days after the first announced observation, the written evaluation report shall be completed and a final evaluation conference shall be held between the evaluator and the employee. If a second evaluation is required, the written evaluation report and final evaluation conference will be held within twenty-one (21) days of this second announced observation. At the conclusion of this final evaluation conference, the evaluator(s) and employee shall sign the evaluation report and the employee shall be given a copy of the signed and dated report. The signature of the employee will not indicate acceptance of the

substance of the evaluation, but merely indicates that the employee has seen the evaluation.

- (h) The employee may attach any comments concerning the evaluation he/she deems necessary. Such comments must be affixed within twenty-one (21) calendar days after the initial final evaluation conference but no later than the first Thursday in April for employees whose contracts expire, whichever date is earlier.
- (i) The final, signed evaluation report, which shall be based on formal observations and other documentation properly judged for placement in the employee's personnel file (See Article VII), shall be forwarded to the Superintendent for review and placed in the employee's personnel file.
- (j) The Self-Evaluation will be shared with the evaluator at the final evaluation conference of the year.

8.05 Evaluation Deficiencies

- (a) Should deficiencies be recorded in the work performance of the employee on the evaluation, the evaluator and employee shall develop a proposed plan of action. In the event mutual agreement on this plan of action cannot be secured, the evaluator shall recommend a plan of action. In either event, such plan shall state the specific problem(s) and will incorporate specific guidance and/or recommendations for improvement.
- (b) Should deficiencies be recorded on the evaluation, the level of progress towards improvement, if any, shall be addressed during the next observation and evaluation.

8.06 Evaluation Timelines (See MOU, Page 86, for employees who provide direct instruction 50% or more)

- (a) The adopted evaluation form, evaluation procedures, and evaluation timelines shall be made available to the employees.
- (b) Employees new to the district may be evaluated initially at any time during the period from September through December 10, with final evaluation conferences held within twenty-one (21) calendar days after the first observation but no later than December 15th. The second evaluation for employees new to the district shall be conducted at any time during the period from January through the last day of March, with final evaluation conferences held no later than the first Thursday in April.
- (c) Employees, not new to the district, who are working under one-year limited contracts or serving in the second year of a two-year limited contract may be evaluated at any time during the period from September through December 10, with the final evaluation conferences held within twenty-one (21) calendar days after the first observation but no later than December 15th. Any necessary subsequent evaluations shall be conducted at any time during the period from January through the last day of March, with the final evaluation conferences held no later than the first Thursday in April.

- (d) Employees working under a continuing contract or in the initial year of a two-year limited contract may be evaluated at any time during the period from September through the first Thursday in May, with the final evaluation conferences held no later than May 25 of each school year.
- (e) Observation and/or evaluation conferences shall not be scheduled the first week of school or on the day before or after a school holiday or vacation.

8.07 Evaluation Criteria and Instrument

- (a) It shall be the responsibility of the Administration to develop the evaluation instrument and to determine the substantive criteria employed in the evaluation process. In doing so, the Administration shall secure input from the ASSOCIATION. The Administration shall discuss with the ASSOCIATION President the means for securing input from the ASSOCIATION. The adopted evaluation instrument shall be the only evaluation instrument in use in the District. An evaluation instrument may be different for classroom teacher, school psychologist, speech and language pathologist, media specialist, guidance counselor, school nurse and athletic director. A copy of the evaluation instrument utilized in the District at the date of this Agreement is attached for information purposes and not as a substantive part of this Agreement as Appendix F.

8.08 Evaluation and the Grievance Procedure

- (a) Substantive matters regarding the evaluation of an employee are not subject to the grievance and arbitration provisions of this Agreement, as such.
- (b) Procedural issues regarding the evaluation of an employee—are subject solely to the grievance procedure and such grievance shall be subject to arbitration; provided, however, the failure to observe a procedural rule specified in this procedure shall not empower any arbitrator to change any substantive matter in the evaluation.

8.09 Contract Evaluation Procedures and State Statutes

The parties state that it is their express intention and agreement that the evaluation procedures set forth in this Article are the sole evaluation procedures applicable in the Springboro Community City School District for the employees in the bargaining unit covered by this AGREEMENT and that such evaluation procedures totally replace and are in lieu of evaluation procedures set forth in the Ohio Revised Code Section 3319.111.

ARTICLE IX - VACANCIES, ASSIGNMENTS AND TRANSFERS

9.01 Vacancy Announcements

- (a) A "vacancy" shall be defined as an "open position" within the bargaining unit covered by this AGREEMENT that the Administration determines to fill; provided, however, a vacancy shall not be deemed to exist for purposes of the procedures set forth in this Article if:
 - (1) there is an employee in the bargaining unit on suspended contract with recall rights to the open position; or
 - (2) the Superintendent, in the exercise of his/her prerogative, fills the open position by involuntary transfer.
- (b) Before filling a vacant position in the bargaining unit with an employee new to the district, the Superintendent shall notify present employees and the ASSOCIATION of the availability of the vacant position.
- (c) During the school year, vacancy announcements to employees and the ASSOCIATION shall be by posting "Notices of Vacancy" in the school office in each building, with a copy to the ASSOCIATION President. During the summer months, notices shall be posted in the Central Office with a copy sent to the ASSOCIATION President. "Notices of Vacancy" shall include information regarding the building(s), grade level and certification required for the vacant position; the general duties and performance expectations/essential functions of the position, preferred job qualifications, if any, for the position and conditions of employment; and the internal application deadline and procedure for application.
- (d) Present employees who are qualified by certificate for the position and who notify the Superintendent of their interest in the position will be considered for the position before individuals not in the employ of the BOARD are hired. If the applicant selected is a current employee, the Superintendent may determine to fill the vacancy with the employee during the school year or at the start of the next school year. If the determination is to wait until the start of the next school year to fill the vacancy with a current employee, the vacancy may be filled on a temporary basis by another employee or a substitute for the remainder of the current school year. If the applicant selected is not a current employee, the vacancy may be filled by a new employee hired during the school year or by a substitute until the new employee is available.
- (e) The Superintendent shall consider such factors as the professional background of the applicants, their seniority in the District (See Article XII, Section 12.01, Seniority Definition), their work performance and their experience elsewhere. The filling of each position shall be governed by the principle of selecting the best person for the position, as determined solely by the Superintendent.
- (f) Except for an open position filled by involuntary transfer, applicants for other vacant positions will be considered in the following order:

- (1) applicants seeking reassignment;
 - (2) displaced employees seeking voluntary transfer;
 - (3) employees seeking voluntary transfer; then
 - (4) others seeking employment with the District.
- (g) For purposes of this section, the following definitions shall be:
- (1) Reassignment: A change of subject or grade level assignment within the building.
 - (2) Transfer: A change of subject or grade level assignment from one building to another.
 - (3) Displaced Employee: An employee who is not assigned to the same teaching position and who is without an assignment.

9.02 Voluntary Transfer

- (a) Employees under contract and recommended for renewal in April will be considered for a reassignment or voluntary transfer, provided the employee does one of the following:
- (1) prior to the end of the school year the employee provides written notice to the Superintendent of his/her interest in an open vacancy. Said notice shall specify in order of preference, where applicable, the building or buildings desired, grade level desired, and/or subject area desired; or
 - (2) within seven (7) calendar days of the posting of a vacancy, the employee provides written notice to the Superintendent of his/her interest in the position.
- (b) All employees who apply and who are qualified for new or vacant positions will be considered for such positions. Employees who apply for new or vacant positions, but are not selected for said positions may request a conference with the Superintendent to discuss why the reassignment or voluntary transfer was not granted. The employee may have an ASSOCIATION representative of his/her choice at such a conference. Additionally, the employee may request written reasons why the reassignment or voluntary transfer was not granted.
- (c) For purposes of 9.01(d), 9.02(a) and 9.02(b), “considered” means that an employee will be interviewed by a building principal/administrator the first time the employee applies for any position in that building principal/administrator’s building. The building principal/administrator does not have to interview the employee again if the employee applies for that position again or for any other position in the building principal/administrator’s building.

9.03 Involuntary Transfer

- (a) An involuntary transfer is one which is initiated by the Administration for any reason which the Superintendent, in the exercise of his discretion, deems to be in the best interest of the School District.
- (b) Prior to an involuntary transfer, the employee will meet with the Superintendent and be provided the reason for the transfer. The employee may have an ASSOCIATION representative of his/her choice at said conference.
- (c) No employee shall be involuntarily transferred in an arbitrary or capricious manner.

ARTICLE X – REHIRE RETIREES

This Article governs the terms and conditions of employment of individuals who have retired under STRS rules whom the Board may regularly employ in a position that falls within the bargaining unit.

- (a) For initial placement purposes on the salary schedule, the employee will receive horizontal credit in accordance with the normal rules, with the further understanding that the employee will be placed at Step 0 of the appropriate column.
- (b) The employee will receive a one-year limited contract of employment (if employed after the start of the year, such contract will be for the remainder of that school year). Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with Ohio Revised Code 3319.111 or Article VIII or for the Board to take formal action to not reemploy the employee pursuant to Ohio Revised Code 3319.11 or Article XI in order to terminate the employment relationship. If subsequently reemployed, the employee will be awarded another one-year limited contract. In no event will the employee qualify for a continuing contract or multi-year contract. If reemployed, the employee shall advance one (1) year on the salary schedule.
- (c) Upon employment, the employees will be credited with zero (0) years of seniority and will not retain or accrue seniority.
- (d) The employee shall not be eligible for severance pay upon separation from employment.
- (e) A full-time employee shall be eligible to participate in the District's insurance programs offered to bargaining unit members as identified in Article 18.02 but the Board will pay 80% and the employee will pay 20% of each such benefit. For part-time employees, the Board's share will be pro-rated based on the employee's part-time status.
- (f) Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Employees must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
- (g) Employees shall be SEA members or Fair Share Fee Payers as provided in the Negotiated Agreement.
- (h) Employees who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of the Negotiated Agreement.
- (i) Employees shall not be entitled to tuition reimbursement/professional development stipend identified in Article 18.06 or the sick leave bank identified in Article 14.04.
- (j) Employees shall be entitled to all other benefits provided by the Negotiated Agreement unless otherwise limited by specific provisions of this Article.

- (k) The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Negotiated Agreement or in any part of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, and 3319.111.

This article does not apply to retired employees who were rehired by the Board before June 1, 2005.

ARTICLE XI - DISCIPLINE- NON-RENEWAL- DISMISSALS

11.01 Discipline

- (a) The BOARD/Administration shall have the right to discipline; (e.g., verbal warning, written warning and/or disciplinary suspension without pay) for good and just cause. Disciplinary action of any type taken by the BOARD/Administration shall be subject to the grievance/arbitration provisions of this Agreement.
- (b) The procedures set forth in Sections 4.04 shall be applicable to the issuance of discipline.

11.02 Non-Renewal

- (a) Notwithstanding any provisions of the Ohio Revised Code which requires otherwise, it is agreed and expressly understood by the BOARD and the ASSOCIATION that during the term of this AGREEMENT the language in this section shall be considered the complete and total non-renewal provisions of the School District.
- (b) A recommendation by the Superintendent to the BOARD for the non-renewal of an employee's regular limited contract shall take into account the employee's ability or lack thereof, and the degree of professional competency of the employee, or the lack thereof.
- (c) A full written record of evaluation of an employee's professional service shall be maintained in accordance with the evaluation procedure and such written record shall be complete prior to any recommendation for the non-renewal.
- (d) Upon a decision by the Superintendent to recommend non-renewal of an employee's contract, but prior to the Superintendent's recommendation of non-renewal to the BOARD, the Superintendent shall notify the employee in writing of said non-renewal decision, which shall include the reasons for his recommendation. The employee shall have the opportunity for a conference with the Superintendent to discuss the reasons for the non-renewal recommendation. In the event the Superintendent's reasons for non-renewal are not disclosed in the employee's written evaluation record, such reasons shall have been properly documented as required by the provisions of this Agreement. (See Article VII, Section 7.03.)
- (e) The Superintendent shall recommend and the BOARD shall act on a non-renewal recommendation prior to April 30 of the year in which the employee's contract expires.
- (f) Within seven (7) calendar days of receipt of the BOARD's written notice of non-renewal, the employee may request in writing to the Treasurer of the BOARD a hearing with the BOARD regarding the contract non-renewal. Said employee shall be notified within ten (10) calendar days of the time, date, and place of the hearing which shall be within thirty (30) calendar days of the request.

- (g) The hearing regarding non-renewal must be conducted by a majority of the BOARD and in executive session unless the BOARD and the employee mutually agree to hold a public hearing. A record of the hearing may be taken by either the BOARD or the employee at the expense of the party taking the record.
- (h) The BOARD shall issue a written decision and order to the employee within ten (10) calendar days of the conclusion of the hearing either affirming or vacating the BOARD's action of non-renewal. Should the BOARD vacate the non-renewal, all reference to said non-renewal shall be expunged from the employee's record.
- (i) The employee shall have the right to representation by the ASSOCIATION at each step of this procedure.
- (j) Upon completion of the procedures set forth in this Article, the employee may use the grievance-arbitration procedures in this Agreement to grieve procedural but not substantive/merit issues, with the arbitrator having the authority in an appropriate case to remedy procedural errors only.

11.03 Dismissal

- (a) The BOARD shall also have the right to terminate the contract of an employee for just cause. The procedures to be followed in terminating the contract of an employee shall be the procedures specified in the applicable provisions of the Ohio Revised Code. The termination of an employee shall not be subject to the grievance/arbitration provisions of this Agreement but shall be subject to the procedural appeal provisions of the Ohio Revised Code.

ARTICLE XII - SENIORITY/REDUCTION IN FORCE/RECALL

12.01 Seniority

- (a) Seniority shall be defined as the length of continuous full or part-time service as an employee in the bargaining unit under a limited or continuing contract in the district.
- (b) The accrual of seniority shall begin from the date of regular full-time or part-time employment as verified by official Board of Education minutes, and continue for all time the employee is working and receiving regular paychecks, is receiving Workers' Compensation benefits, or is in military service.
- (c) Time spent on inactive pay status of one or more years, after September 1, 1992 (unpaid leave, suspended contract, or the initial five years of disability retirement), shall not contribute to the accrual of seniority, but shall not constitute a break in seniority. Such employees will be given an adjusted seniority date to reflect the time off work on such unpaid leave, suspended contract, or disability retirement.
- (d) Seniority shall be terminated when an employee resigns, retires, or his/her contract with the BOARD is terminated or is non-renewed.

If two or more employees have the same seniority or adjusted seniority date, as computed using the foregoing procedures, or if conflicts develop over seniority, seniority will be determined:

1. By the date of Board of Education hiring as stated in the BOARD minutes and then by;
2. Previous days of regular teaching experience outside the employment of the Springboro School District, then by;
3. Number of days of substitute teaching in the Springboro School District, then by;
4. Broken by lot using a procedure mutually established by the ASSOCIATION and the BOARD.

12.02 Seniority List

- (a) Every employee's name will appear in order of seniority on a list according to the employee's areas of certification or licensure on file in the office of the Superintendent at the commencement of the second semester of a school year. Employees who are certified or licensed in more than one area shall have their names on the list under each category for which they hold a valid Ohio Department of Education certification or license, and for which the certificate or license is on file in the office of the Superintendent.
- (b) The seniority list shall be compiled by placing at the top of the list in descending order of seniority, according to respective areas of certification, those employees serving under continuing contracts. Employees serving

under limited contracts will be placed on the list below those with continuing contracts, also in descending order of seniority.

- (c) The seniority list shall be prepared by the Superintendent no later than December 1 of each school year. The seniority list shall be reviewed by the ASSOCIATION President and Superintendent. All disagreements about the accuracy of the list shall be resolved. The seniority list shall then be updated with any new certifications or licenses filed with the Office of the Superintendent and then initialed by the ASSOCIATION President and the Superintendent, with copies given to each no later than January 31. Once initialed, the seniority list shall be considered final.

12.03 Reduction in Force

- (a) When a staff reduction is necessary, based upon reasons established in Ohio Revised Code 3319.17, the Superintendent shall give written notice by certified mail of the intent to recommend the suspension of contracts to the employees so affected and to the ASSOCIATION President. A list of all those affected shall be given to the ASSOCIATION. The notification to the employees and to the ASSOCIATION shall be given thirty (30) calendar days prior to the BOARD meeting at which action will be taken on the reduction in force in order to allow the ASSOCIATION to confer with the Superintendent about the reasons for the reduction.
- (b) Implementation of a reduction in force shall occur at no other time than the beginning of a school year, except for reductions made necessary by the return of an employee from a leave of absence.
- (c) For purposes of a reduction in force and, until the 2017-18 school year, all employee evaluations shall be deemed comparable with the exception of an employee whose teaching performance on his/her summative evaluation is scored a "1."
- (d) Reduction(s) shall first be made through attrition resulting from resignations, retirements, non-renewals, terminations and transfers, with the vacancies created by such resignations, retirements, non-renewals, terminations or transfers filled utilizing the procedures set forth in Article IX.
- (e) If additional reductions are necessary non-tenured employees with a teaching performance summative evaluation score of "1" assigned to teach in the licensed area affected by the reduction will be reduced on the basis of least senior first as noted on the seniority list.
- (f) Secondly, if additional reductions are necessary, non-tenured employees with comparable evaluations in the certification / licensed area(s) affected by the reduction will be reduced on the basis of least senior, first to be reduced, by certification / licensed area, as noted on the seniority list.
- (g) If additional reductions are necessary tenured employees with a teaching performance summative evaluation score of "1" assigned to teach in the licensed area affected by the reduction will be reduced on the basis of least senior first as noted on the seniority list.

- (h) If additional reductions are necessary, tenured employees with comparable evaluations in the certification/ licensed area(s) affected by the reduction will be reduced on the basis of least senior, first to be reduced, by certification / licensed area or position, as noted on the seniority list.
- (i) Employees who are displaced and/or reduced from one teaching area but who hold a valid certificate / license in another area taught in the District may exercise their seniority to displace the least senior employee in the other teaching area; provided a non-tenured employee shall not have the right to displace a tenured employee.
- (j) After all reduction/displacement alternatives are exercised the employees who are unable to exercise such rights will have their teaching contracts suspended.

12.04 Recall from Suspended Contract Status

- (a) The names of employees whose contracts are suspended or whose work hours are reduced in a reduction in force will be placed on a recall list for a period of two (2) years. Thereafter, an employee shall lose his/her right to recall. Employees on the recall list shall have the following rights:
 - (1) No new appointments may be made by the BOARD while there are employees with suspended contracts available who are certified / licensed to fill vacancies.
 - (2) Employees on the recall list will be recalled in order of seniority with tenured employees recalled before employees with a limited contract for vacancies in areas for which they are certified / licensed and a record of same is on file with the Superintendent.
 - (3) Notice of recall from suspended contract status will be by certified letter to the last known address of the employee to be recalled. It is the responsibility of the employee to keep the BOARD informed of his/her current address. Within seven (7) calendar days of receipt of the notice, or upon return of the Notice of Recall undelivered by the post office, the employee notified is required to indicate in writing to the Superintendent his/her availability for the position. Any employee who fails to respond within seven (7) calendar days, will forfeit all recall rights and will be deemed to have resigned his/her employment.

An employee shall have the right to decline to accept one offer of recall. An employee who declines to accept an offer of recall to a second position will forfeit all recall rights and will be deemed to have resigned his/her employment.

ARTICLE XIII - EMPLOYEE PROTECTION

13.01 School Discipline Procedures

- (a) The BOARD is responsible for adopting a code of student conduct.
- (b) The Principal of each building shall develop with his/her faculty and staff a means of implementing the adopted code of student conduct for his/her school building that leads to appropriate student discipline.
- (c) Rules and regulations governing discipline and procedures for student control shall be reviewed by the Building Principal periodically with the faculty.
- (d) A Building Code of Conduct regarding discipline shall be presented to each employee at the beginning of each school year.

13.02 Assault

- (a) An employee who has been physically or verbally assaulted shall make an immediate oral report to the Principal or his designee. The employee shall make a complete written report of the incident to the Principal as soon as physically able to do so.
- (b) The Principal shall give a full report to the Superintendent who shall determine if any public authority should be contacted by the District and/or if proceedings should be initiated by the District against the assailant. Nothing in this section prohibits the employee from personally initiating legal action; provided, however, prior to doing so the Superintendent must be notified.
- (c) If court action results from action taken by the Superintendent (as opposed to civil action initiated by the employee for his/her own benefit) the employee shall be granted leave of absence with no loss of pay for the days in court or consultation as may be requested by BOARD counsel, the County Prosecutor, the Court, or law enforcement officers.
- (d) Any employee who is disabled and unable to perform his/her duties due to an assault upon the employee as certified by the employee's attending physician to the Superintendent, in writing, shall receive leave up to a maximum of seventeen (17) work days. Upon request from the Superintendent, the employee may be required to be examined by a BOARD-designated physician to verify such disability.
- (e) In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

13.03 Accident Reports

- (a) In the case of accidents involving students under an employee's supervision, an accident report shall be filed with the Building Principal; provided, however, the BOARD shall have the right to waive this requirement and in lieu thereof to require the employee to submit a confidential report of the incident to the BOARD's attorney, which report shall be protected by the attorney-client privilege, by the employee no later than twenty-four (24) hours after the incident.
- (b) Non-confidential reports shall be in writing and provided to the employee's immediate supervisor.
- (c) The employee shall have the right to ASSOCIATION representation in any meeting involving representatives of the District.
- (d) If a liability suit against the employee arises out of the accident, the District shall provide the employee with counsel and will hold the employee harmless to the full extent required by the applicable provisions of the Ohio Revised Code. If criminal charges against the employee arise out of, or in the opinion of the BOARD's attorney may arise out of, the accident, the BOARD may, but shall not be required to, provide the employee with counsel in such criminal action proceedings, as the BOARD in the exercise of its sole discretion shall determine.

ARTICLE XIV - LEAVES OF ABSENCE

14.01 Sick Leave

- (a) Days of absence authorized under this provision shall be deducted from the sick leave accumulation.
- (b) Each employee shall be entitled to earn one and one-fourth (1-1/4) days of sick leave for each month under contract up to 15 days per year. The maximum accumulation of sick leave for full-time employees shall be 275 days. This limit shall be increased for employees who are at the maximum up to an additional ten (10) days for personal leave days unused and converted to sick leave; provided, however employees who are at the maximum sick leave accumulation at the end of the school year prior to their date of retirement shall be permitted to use sick leave which would have been earned during such school year of retirement before using the accumulated sick leave carried over into the last school year.
- (c) All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this regulation. Upon the employment of an employee whose employment was in a school district outside the State of Ohio, the employee may transfer to his sick leave account in the Springboro Schools up to a maximum of one-hundred and fifty (150) days of unused/uncashed sick leave as accrued to his/her sick leave account in his/her former district of employment as certified by officials of that district. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and do not exceed the local cap on sick leave.
- (d) On reporting to duty, each employee shall be credited an advance of five (5) days' sick leave. A new employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced. Thereafter, he/she shall accumulate sick leave at the rate set forth in 14.01(b) above.
- (e) Employees who have been employed in the Springboro Community City School District for a period of one (1) year or more and who have consumed all presently accumulated sick leave shall be granted an advancement of the number of sick leave days the employee will earn to the end of the current contract year up to a maximum of five (5) days' on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application therefore on a form provided by his/her superior in which he/she shall also allege an intention to return to the employ of the School District upon recovery or to pay the value of such days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the School District or by direct payment. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her assignment upon recovery and shall also give the anticipated date of return.

- (f) The same accrual of one and one-fourth (1-1/4) days per month under contract shall continue during the use of sick leave, provided the employee has not been officially separated from the payroll.
- (g) Sick leave usage shall be granted for the following:
 - (1) Absence due to illness, injury or exposure to contagious disease.
 - (2) Absence due to illness or death in the employee's immediate family.
 - (3) Disability due to pregnancy and/or delivery. [Sick leave may be utilized only during the period of time the employee is actually disabled and unable to perform her normal duties. If additional time off is desired, Child Care/Family and Medical Leave must be utilized.]
 - (4) Up to fifteen (15) days of sick leave may be taken at the time an employee receives an infant (0 to five (5) years old) which is placed with the employee for adoption.
 - (5) Definitions:
 - a. Immediate family - Where sickness is concerned, "immediate family" shall be defined as spouse, father, father-in-law, mother, mother-in-law, sister, brother or child. This also includes any other person living as a dependent in the employee's household.
 - b. Where death is concerned, "immediate family" shall be defined to mean father, mother, husband, wife, son, daughter, step-child (son or daughter of current spouse), father and mother-in-law, son and daughter-in-law, brothers and sisters, brother and sister-in-law, aunts and uncles, nieces and nephews, grandparents and grandparents-in-law, grandchildren and step-parents. The immediate family shall also include the death of a person the employee has been supporting, whether a relative or not.
 - (6) Sick leave usage to attend the funeral of a member of in the employee's immediate family shall be:
 - a. five (5) days when due to the death of the employee's father, mother, spouse, son or daughter; and
 - b. three (3) days when due to the death of any other member of the employee's immediate family.

[NOTE: Additional sick leave usage may be used if the employee is otherwise eligible to use sick leave.]
 - (7) Sick leave for immediate family not residing in the same household shall be granted to a maximum of ten (10) consecutive days upon certification by the employee that the family member is seriously ill and the employee's presence is required. Such ten (10) days shall not be deemed leave granted under the Family and Medical Leave provisions herein (Section 14.17).

- (8) An employee may appeal to the Superintendent for special permission in unusual situations not listed above, such as the serious illness of a grandchild.
- (h) The Superintendent may, in the exercise of his sole discretion, require any employee using sick leave for ten (10) or more consecutive days in any school year to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is disabled and not able to work with or without restrictions/limitations and if the employee is able to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

- (i) Falsification of the sick leave statement could result in the termination of an employee's contract pursuant to Section 3319.16 Ohio Revised Code.
- (j) An employee returning to work following a personal illness which required absence of ten (10) or more work days may be required to furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.
- (k) The Superintendent may, in the exercise of his sole discretion, require any employee returning to active working status following the use of sick leave for ten (10) or more days to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work

out the reasonable accommodations necessary, if possible, to enable the employee to do so.

In the event the employee's physician and the physician selected by the Superintendent do not agree, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

14.02 Exhaustion of Sick Leave

- (a) Employees who exhaust all sick leave they have earned or have had credited to their account as an advance or from the sick leave bank who remain sick and unable to report for work shall automatically, for up to thirty (30) days, be deemed on leave-without-pay status. During this thirty (30) day period, the employee must apply for appropriate leave to cover the absence from work. Failure to properly apply for appropriate leave during this thirty (30) day period is grounds for termination of the employee's contract for willful failure to return to work.

14.03 Medical/Disability Leave

- (a) Upon application and formal BOARD approval, an employee shall be granted an unpaid, medical or disability leave of absence in accordance with Section 3319.13 of the Ohio Revised Code. Said leave shall be for a period of time not to exceed one (1) year from the effective date of the leave, but will be extended for an additional period or periods to a maximum of two (2) total years of medical/disability leave upon submission of appropriate disability verification. All applications for unpaid leave shall include a termination date of the leave.
- (b) An employee on a school-year medical leave of absence shall verify in writing by March 15 to the Superintendent his/her desire to return to work the following school year. If the return date is in the middle of a school year, the employee shall verify to the Superintendent his/her desire to return to work within thirty (30) calendar days of the end of the leave. These timelines may be waived by mutual consent of both parties.
- (c) An employee returning to work following an approved medical/disability leave of absence must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee

before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

- (d) The Superintendent may, in the exercise of his sole discretion, require any employee desiring to return to active working status to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

In the event the employee's physician and the physician selected by the Superintendent do not agree on any matter, they shall jointly refer the matter to a third physician mutually acceptable to such physicians who shall consider the reports of the two physicians, examine the employee, if necessary, and determine the matter at issue. The determination of this third physician shall be binding on all concerned and is not subject to further appeal.

The employee is responsible for all expenses incurred from his/her physician.

The BOARD is responsible for all expenses incurred from the physician selected by the Superintendent and for the cost of the third physician.

14.04 Sick Leave Bank (S.L.B.)

- (a) Purpose:

To loan additional days of sick leave to employees who experience personal accidental injury, surgery or serious illness and have used up all personal sick leave days.

- (b) Provisions of Eligibility:

- (1) All employees shall be eligible to be members of the S.L.B.
- (2) At the start of each school year, each employee will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank between September 1 and October 1. Initial membership will consist of one (1) day sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Each employee will receive a notice of receipt indicating his/her participation in the program. Any unused days in the Bank will carry over to the next year.
- (3) Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1.

- (4) If 50 participants are not enrolled by October 1st, the bank will not be established for that school year.

(c) Operational Procedures:

- (1) Loans will be limited to participating employees for use only in cases of the employee's own, the employee's spouse or dependent child's personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the S.L.B. Board. Normal pregnancy is not an unusual, severe or emergency condition.
- (2) Applications for loans from the Sick Leave Bank must be made on the Employee Application for Sick Leave Bank Form (Appendix B). A Physician's Statement (Appendix C) is required with each application in order to be considered for a loan.
- (3) A loan will be considered only after the individual has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and is not eligible for disability leave under the Ohio State Teacher Retirement System.

(d) Sick Leave Bank Board

The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) teachers to be selected by the ASSOCIATION, one of whom will be co-chairman and a permanent member; and two (2) administrators to be selected by the Superintendent, one of whom shall be a co-chairman and a permanent member. A physician shall be asked to volunteer as an advisor to the Board, as needed. One (1) employee and one (1) administrator shall be appointed to three (3) year terms.

(e) Loan and Payback Procedures

- (1) The maximum number of days that a member may borrow is ten percent (10%) of the total days in the bank at the end of the enrollment period (October 1).
- (2) The member who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. Provided, in the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement, resignation, permanent disability or death), any days of sick leave at that time to the credit of such member after first repaying days advanced shall be used to repay the bank before any sick leave days are cashed in for severance pay purposes.

(f) Policy Procedures:

- (1) In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows "I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Springboro Community City School District, the Springboro Education Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
- (2) Application for the S.L.B. days must be made to the Superintendent.
- (3) The S.L.B. Board shall meet and render a decision within ten (10) days of receipt of request.
- (4) Unused requested days shall be returned to the S.L.B.
- (5) The S.L.B. will begin with one (1) day from each contributing employee. When the fund is depleted below seventy-five (75) days, each member will be assessed one (1) additional day. The S.L.B. Board shall be responsible for notifying employees of each assessment period. Members may donate days above and beyond this requirement.
- (6) Extension of additional days may be applied for in the same manner as original application.
- (7) When an employee donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.
- (8) All decisions of the S.L.B. Board shall be final and binding, and are not subject to the grievance/arbitration provisions of this Agreement.
- (9) These guidelines will be reviewed annually by the Sick Leave Bank Board if requested by either party.

14.05 Personal Business Days

- (a) All employees will be credited with three (3) days personal business absence per year for business and personal reasons with the approval of the Superintendent. Such absence is not to be counted as sick leave. If personal days are unused, one day may be carried over to the next school year. Thus, the maximum number of personal days available in any one year would be four (4) days.
- (b) Application for personal leave shall be signed by the applicant and submitted in writing to the office of the principal for approval two (2) work

days prior to the day such leave is to be taken. When emergency situations arise making compliance impossible, the principal shall be notified with the personal leave form submitted to the principal within three (3) days after date of absence. Personal leave days shall not be granted on the last three (3) days of school, the day immediately prior to or following a school vacation or school holiday, or on any in-service day or any parent-teacher conference day. With the exception of unforeseen emergencies, no more than ten percent (10%) of the certified employees may be granted leave, inclusive of other scheduled and approved leaves, on any given day, as determined by the principal.

- (c) Except in unforeseen emergencies, as determined by the Superintendent, personal leave days shall not be granted on the first or last day of school, the day immediately prior to or following a school vacation or school holiday or on any in-service day or any parent-teacher conference day.
- (d) If at the end of each school year an employee has any unused personal leave days, that employee may carry over one (1) day as described in paragraph (a) above or that employee may either transfer the unused personal leave to the employee's sick leave account up to the maximum accumulation allowed or cash out the unused personal day(s) at a rate of eighty five dollars (\$85.00) per unused day. For employees who have the maximum number of sick days accumulated, unused personal days (maximum of four (4) per year) may be converted to sick leave days, not to exceed ten (10) additional days. For employees who cash out the unused personal day(s), the payment shall not be considered as salary for STRS credit and will be made in July. An employee must inform the Treasurer in writing of his/her decision about what that employee wants to do with unused personal days by the teacher work day at the end of the school year. If an employee fails to notify the Treasurer by that date, then one personal day will be carried over to the next school year and any other unused personal days will be converted to sick leave in accordance with this paragraph.
- (e) In calculating the severance pay for an employee eligible for severance pay, all accrued and unused personal days which the employee has will be automatically converted to sick leave days before severance pay is calculated.

14.06 Child Care Leave

- (a) If an employee desires to take unpaid child care leave, he/she shall notify his/her Superintendent not later than two (2) months prior to the date upon which he/she plans to start the leave.
- (b) The date of return for an employee granted unpaid child care leave shall coincide with the beginning of a semester, unless otherwise approved by the Superintendent. The total length of child care leave shall not exceed one (1) calendar year from the date he/she begins leave unless his/her return would coincide with the beginning of the following semester.
- (c) An employee granted a child care leave shall be returned to his/her original position, if the leave is for one (1) semester or less. If the leave is for more

than one (1) semester, the employee shall be returned to his/her original position, if available, or one similar, if the original position is no longer available. Employees granted a full year of absence, shall notify the District in writing by April 1, their desire to return to work the following year. If the employee fails to notify the Board of a decision to return by April 1, then the employee shall be considered to have resigned and the Board shall not have to take any action to accept such resignation.

- (d) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions herein (Section 14.17).

14.07 Adoption Leave

- (a) Any employee shall, upon request, receive an unpaid leave of absence for the adoption of a child. If the child's age is less than the amount required for enrollment in kindergarten, the leave shall be up to one school year. Otherwise, the leave shall not exceed one semester.
- (b) An employee granted an adoption leave shall be returned to the employee's original position if the leave is for one school semester or less. An employee granted an adoption leave for one school year shall be returned to the employee's original position, if available, or a similar position.
- (c) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions herein (Section 14.17).

14.08 Professional Leave

- (a) An employee wishing to request professional leave shall do so on the designated District form at least ten (10) calendar days prior to the meeting or conference. Said request shall be approved or rejected by the Principal and Superintendent in advance of the meeting or conference.
- (b) Attendance is limited to one employee from a department or office at any one meeting except as approved by the Superintendent. Presenters shall have priority in being granted Professional Leave provided approval is secured prior to the employee agreeing to be a presenter.
- (c) Expense Reimbursement:
 - (1) Travel expenses shall be reimbursed at the then current IRS-approved mileage rate for reimbursement, or air tourist rates, whichever is less.
 - (2) Meal and lodging allowance shall be paid at a per diem rate of not more than One Hundred Twenty-five Dollars (\$125.00) per day provided that receipts for all expenditures are attached to the designated reimbursement request.
 - (3) The meal allowance for one (1) meal during a full one day workshop shall not exceed Fifteen Dollars (\$15.00) per day, provided that receipts for all expenditures are attached to the designated reimbursement request.

- (4) Registration fees shall be reimbursed at the advertised conference rate. When cost of meals is included in the registration fee, no other voucher for meals will be honored.
- (5) Because of budget constraints, professional meeting reimbursements may be less than the actual anticipated and/or incurred expenses. The administration shall make the employee aware of this limitation prior to the approval of the meeting.

14.09 Fulbright Teacher Exchange Leave

- (a) An employee with at least five (5) years of continuous employment with the Springboro Community City School District dating from the employee's most recent date of hire may, with permission of the BOARD, be entitled to take a leave of absence from teaching duties with full salary and benefits for up to one (1) year to participate in a Fulbright Teacher Exchange Program.
- (b) Participation in the Fulbright Exchange Program shall be subject to the following conditions:
 - (1) The year the employee participates in the Fulbright Exchange Program shall count as a year of service in the Springboro Community City Schools.
 - (2) Application for permission to participate must be submitted prior to September 1 in the year preceding the year in which the leave is to be taken.
 - (3) The Fulbright Teacher Exchange Program must approve the employee's participation in the program and must provide an exchange replacement employee to the School District to teach in the position of Springboro employee granted the leave from assigned teaching duties at no cost to the BOARD for any wages, benefits or other expenses of the provided employee.
 - (4) The employee, who must agree to work for the Springboro Community City School District for one (1) year following completion of the program, shall be returned to his/her same position upon return.
 - (5) Participation in the Exchange Program shall result in no additional cost to the District.
 - (6) The exchange employee shall not be deemed an employee of the School District but shall be subject to all rules, regulations and policies of the BOARD, the same as an employee would be bound by such rules, regulations and policies.
 - (7) If the exchange employee, for whatever reason, cannot fulfill his/her responsibilities for the term of the exchange, the Springboro employee shall return to the District at such time as the exchange employee leaves the District.

- (c) No more than one (1) employee may participate in a Fulbright Teacher Exchange Program in any school year.

14.10 Job Sharing

- (a) An employee who has at least three (3) years of seniority is eligible to apply for and be granted a shared teaching assignment pursuant to the conditions set forth in this program agreement.
- (b) Two employees who are certified for the same position may be granted, upon the approval of the Superintendent in the exercise of his sole discretion, the opportunity to share a single full-time job assignment. Decisions of the Superintendent with regards to granting or not granting any application for job sharing by any employees shall not be subject to review by the Board or be the subject of any grievance under the Grievance Procedure set forth in the basic Collective Bargaining Agreement between the Board and the SEA.
- (c) Employees who wish to share an assignment shall submit a written application to the Superintendent which includes a plan for approval to the Superintendent no later than March 1 of the year preceding the proposed job share plan. The plan must include the following elements:

- (1) The names of the employees who desire to job share.

The then current job assignments of such employees - building, grade, subject, team members if a team teaching situation, and all other relevant particulars of such assignment.

The teaching assignment proposed for the job sharing - building, grade, subject matter, team members if a team teaching situation, and all relevant particulars of such assignment.

A statement from each Building Principal affected if the shared staff or program which is proposed is approved, indicating the position of each regarding the effect of approving shared staffing on the educational opportunity for students.

A statement from each team member affected if the shared staffing program which is proposed is approved, indicating the position of each regarding the effect of approving the shared staffing proposal on the educational opportunity for students.

- (2) That the plan shall be in effect for one (1) school year.
- (3) A full description of the teaching techniques, methods and grading practices used by each employee, with a full explanation of the steps the participants will use to insure compatibility of such techniques and practices.
- (4) A full description as to who shall be responsible for teaching the specific areas of the curriculum, how grades and reports shall be

completed, a means for communication between both employees and the Building administration.

- (d) A job sharing arrangement shall be for one (1) year increments and must receive the Superintendent's approval for continuation from year to year.
- (e) Should an employee, both employees or the Superintendent wish to discontinue the job sharing assignment for a subsequent school year, the employee with the greater seniority shall retain the position on a full-time basis. The employee with the less seniority shall be allowed to transfer to an open position, if any, and if there is no open position, shall be placed on a suspended contract basis due to a reduction-in-force and thereafter be permitted to exercise the rights available to an employee on reduction-in-force under the applicable provisions of the basic Collective Bargaining Agreement.
- (f) Both employees shall be present for Parent-Teacher conferences.
- (g) If during the course of the school year one employee is not able to continue in the job sharing assignment, the other employee must assume the full-time teaching position.
- (h) Each employee shall receive a prorated salary based upon the portion of the total employee duty day worked by each employee applied to the appropriate step on the salary schedule for each employee and for the amount of time that he/she is assigned to work.
- (i) Sick leave earned prior to working in a job sharing assignment or while working in the job sharing assignment shall be earned and used based on the concept that a day is a day.
- (j) If one job sharing employee is absent, the other employee may substitute for him/her and will receive his/her full daily rate of pay for such days.
- (k) The Board shall pay a total of 100% of a single or family monthly premium for the Board's portion of the premium cost for physician/surgical and major medical, dental, vision and prescription drug benefit program as specified for a full-time employee in Article XVIII. If both employees desire coverage under such insurance programs, they shall, as part of their application, agree on the insurance program cost each shall be responsible for paying so that the total dollars payable by the Board will not exceed the amount the Board would have been required to pay for one full-time teaching employee.

All particulars regarding the insurance coverage to be in effect for the employees involved in the job sharing must be worked out and agreed to in advance by the employees, the ASSOCIATION, and the Superintendent.

If during the job sharing year the circumstances of either of the employees change and the opportunity to secure insurance coverage becomes necessary and is available, all concerned shall meet and work out the particulars to permit the insurance coverage to be provided at no additional total cost to the BOARD.

- (l) The total amount of personal leave the employees involved in sharing a single assignment shall be eligible to receive is three (3) one-half (½) days each.
- (m) It is specifically understood and agreed that the Superintendent will not approve any request for a shared teaching assignment unless it is demonstrated to the satisfaction of the Superintendent that approval of the application will benefit the educational opportunity for the students affected by the shared staffing if the application is approved.

14.11 Other Leaves

Days of absence authorized under this section shall be fully paid days unless otherwise stipulated in each individual leave, and shall not be deducted from sick leave accumulation.

- (a) Jury duty - Absence for jury duty is permissible for any employee during the term of this Agreement. After absence for such duty, either reporting or service, the employee shall return payment received for such services less any parking expenses paid by the employee to the office of the Treasurer and at the next regular pay period receive full payment of his/her regular salary from the BOARD for the day or days of excused absence for this purpose.
- (b) Military duty - All employees, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, shall be granted leaves of absence and pay in accordance with the Ohio Revised Code.
- (c) Court leave - In all cases where employees are subpoenaed or summoned to appear for grand jury hearings or to appear in any court in cases which are school related, except cases in which the employee has the potential to directly receive a benefit or award from the action, they shall be paid the difference between their witness fee and the normal salary for the period of absence.
- (d) Justifiable Emergency - The Superintendent may authorize absences for other justifiable emergency situations. The reason for such request shall be stated in writing.

14.12 Sabbatical Leave

- (a) An employee who has completed five years of service in the Springboro Community City School System may, with permission of the BOARD, be entitled to take a leave-of-absence with part pay, equal to the difference between the substitute's pay and the employee's expected salary, for one or two semesters subject to the following restrictions:
 - (1) Application submitted by March 1 of the school year prior to the beginning of the leave.

- (2) A plan of study in education approved by the Superintendent.
 - (3) Provide evidence at the conclusion of the leave that the plan was followed and credit received.
 - (4) Agree to work for Springboro Community Schools for one year following completion.
 - (5) In the event the employee does not return for one (1) year, he/she shall repay all monies expended on behalf of the employee pursuant to this section.
- (b) No more than two (2) employees may be on sabbatical leave at any one time.
 - (c) This section is subject to all other provisions of Section 3319.131 O.R.C.

14.13 Leave for Professional Study

- (a) Professional leave without pay will be granted on the basis of one (1) full semester or one (1) full year. Leave will be granted only for full-time graduate study or completion of an undergraduate degree. Earned credits must be filed with the Superintendent prior to reemployment in the Springboro Community City School System. Upon request, an extension of one (1) full year of leave may be granted.

14.14 Leave for Teaching Overseas

- (a) Written requests for leave of absence without pay may be granted for exchange teaching in a foreign nation under the federal government's exchange teacher program or for overseas teaching of dependents of military personnel; leave will be for two (2) school years and may be extended for a third year.

14.15 Office in State and National Professional Organizations

- (a) Upon request of the S.E.A., an employee elected to a state or national office of a bona fide professional organization at either state or national level may be granted a leave of absence without pay not to exceed two (2) years.

14.16 Absence Not Covered by Leave

- (a) Any approved absence not covered by one of the leave provisions of this article shall be without pay. Each day of such unpaid leave shall be deducted from an employee's salary at the rate of 1/185th of the employee's total yearly salary for each day of absence.

14.17 Family and Medical Leave

- (a) Employees who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the

application to take this leave is filed, or (b) were employed under a "full time" contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.

- (b) Family and Medical Leave may be taken by employees who are temporarily unable to work due to:
 - (1) birth of a child where the employee is needed to care for such newborn [Child Care Leave, see Section 14.06];
 - (2) placement of a child with the employee for adoption or foster care [Adoption Leave, see Section 14.07];
 - (3) the need for the employee to care for the employee's spouse, son, daughter or parent with a serious health condition [Family Care Leave]; or
 - (4) serious health conditions of the employee, as defined by the U.S. Department of Labor's Regulations, that make the employee unable to perform essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) [employee disability leave].
- (c) Child Leave and Adoption Leave taken under this section as Family and Medical Leave may commence at any time during the one (1) year period following the date of birth or date of placement for adoption.
- (d) No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) month period commencing with the first day of usage.
- (e) In the event both a husband and a wife are employed by the BOARD, the combined total Family and Medical Leave which can be granted as Child Care Leave or Adoption Leave is twelve (12) weeks in any one (1) year period.
- (f) Where the necessity for this leave is foreseeable, the employee must give notice by requesting this Leave, in writing, at least thirty (30) days prior to the onset of the leave. Such written notice shall be filed with the Superintendent. In those situations where the employee is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

When "family care leave" or "employee disability leave" is foreseeable, based on planned medical treatment, the employee should try to schedule such planned medical treatment during non-assigned duty time.

- (g) Requests for "family care leave" must be supported by a health care provider certification verifying that a serious health condition exists and that the employee is needed to care for the family member and the estimated time needed for such care.

Requests for "employee disability leave" must be supported by a health care provider certification verifying that a serious health condition exists and a statement that the employee is unable to perform the essential functions of his/her position.

Requests for "intermittent or reduced schedule family care leave" or "reduced schedule employee disability leave" must be further supported by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of each treatment.

- (h) Employees covered by the medical insurance program set forth in Article XVIII, Section 18.02(a), at the onset of a leave secured under this section may continue to participate in the program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion payable by the employee, if any, is due on the first day of the month.
- (i) Except as specifically required by other provisions of the AGREEMENT with respect to any other type of leave taken concurrently with leave taken under this Section, no other employment benefits accrue during a family and medical leave and no other paid leave benefits will be paid if such occur during a family and medical leave. The seniority of an employee on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be counted as continuous service for seniority calculation purposes.
- (j) Where there is medical necessity for "intermittent leave" or "reduced schedule leave" or "family care leave" or "employee disability leave, such are available, subject to agreement between the BOARD and the employee. However, the BOARD may require the employee to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the employee's area(s) of certification. Employee's on an intermittent or reduced leave schedule will have their salaries reduced to reflect the hours or days missed due to such leave unless paid leave (e.g., sick leave) is otherwise payable for time off work on Family and Medical Leave under other provisions of this AGREEMENT.
- (k) Employees with accrued but unused personal days or sick leave days must use such paid leave first as part of any "family care leave" and/or "employee disability leave" taken under this Section. A request to use Family and Medical Leave under this Section shall also be deemed a request to take any paid leave (e.g., sick leave, personal days) the employee is eligible to take. Approval to take Family and Medical Leave also constitutes approval to take such other leave.
- (l) Employees who apply for and take a leave of absence under other sections of this Article (e.g., sick leave, medical/disability leave, child care leave or adoption leave), which leave is for a reason for which the employee would also be eligible for Family and Medical Leave under this section and/or the Family and Medical Leave Act, shall also be deemed to be on Family and

Medical Leave under this section and shall be so notified by the Treasurer's office.

- (m) When returning from a leave under this Section, the employee will be placed in the same position that he/she held before taking this leave. If the employee was transferred to accommodate an intermittent leave or reduced hours leave, the employee will be returned to the position he/she held before being transferred for accommodation of the intermittent leave or reduced hours leave. If family and medical leave is taken in conjunction with child care leave, as provided for in Section 14.06 above, or adoption leave as provided for in Section 14.07 above, or medical/disability leave as provided in Section 14.03 above, the provisions of Section 14.03, 14.06 or 14.07, whichever is applicable, shall govern the return to work conditions for the employee.
- (n) The provisions of Section 14.01(j) and 14.03(c) shall also be applicable to the return of an employee from "employee disability leave" granted under this Section.
- (o) In the event the Family and Medical Leave Act is repealed, this Section shall be null and void and have no further force and effect.

ARTICLE XV - WORKING CONDITIONS

15.01 School Day

- (a) A normal working day for all employees including traveling employees shall be 7-1/4 hours in length including a duty free lunch period of at least thirty (30) minutes and a conference/ preparation period. Starting times and ending times shall be established by the Principal in each building, but all employees will work a normal working day. Nothing herein should be construed to require that the starting and ending time for each employee in a particular building be uniform. Should the district decide to change starting and ending time for employees, the superintendent will notify the Association president of the district's intent. Employees will be given the opportunity to volunteer for an assignment by August 1.
- (b) A building principal, district administrator, or supervisor may schedule a one-hour staff meeting per month. If the meeting lasts more than one hour or additional meetings are required during the month, employees shall be compensated pursuant to Article 17.05. Compensation shall be based in quarter hour increments.
- (c) Employees will attend one (1) open house per school year not to exceed two (2) hours.

15.02 School Year

- (a) The school year shall consist of 185 contract days. One hundred eighty (180) days shall be for instruction and may include two (2) days for parent-teacher conferences. The remaining five (5) days shall be scheduled with the equivalent of three (3) days being used for teacher-directed activities (i.e., in-classroom work day) and the equivalent of two (2) days being used for administration-directed activities. The teacher-directed activities will be designated as follows: the equivalent of one (1) full work day for in-classroom preparation/set up scheduled before the first day of school for students, the equivalent of one (1) full day in January, with one-half (1/2) of the day for in-classroom work and one-half (1/2) of the day for employees to complete various activities in or out of the classroom, and the equivalent of one (1) full day for classroom close up scheduled after the last day of school for students.

15.03 Planning/Duty Time - K-5

- (a) The normal schedule for each full-time classroom employee shall include at least 200 minutes per week for instructional planning and evaluation conferences, with at least one (1) planning increment during the student day of not less than 35 continuous minutes. The normal schedule for each classroom employee working at least half-time shall include planning time proportional to the number of hours scheduled to work (e.g., half-time = 100 minutes). In situations where it is impossible to schedule planning time in accordance with this provision, such deviation will be permitted by mutual agreement of the Building Principal and the employee with, if appropriate, additional compensation arrangements.

- (b) Scheduled non-classroom duties shall be equitably assigned among all employees of the building.

15.04 Planning/Duty/Scheduling Assemblies Time - 6-12

- (a) Every salaried employee who works half-time or more shall be guaranteed one uninterrupted class period per day for preparation. Every hourly-paid employee who works four (4) or more hours per day shall receive one (1) uninterrupted class period per day for preparation. In situations where it is impossible to schedule planning time in accordance with this provision, such deviation will be permitted by mutual agreement of the Building Principal and the employee with, if appropriate, additional compensation arrangements.
- (b) At the start of each school year, the Building Principal will work out with the Department Chairs and/or Team Leaders the methodology for scheduling assemblies during the school year.
- (c) The assignment of homerooms and other non-classroom duty, such as cafeteria duty, shall be done in an equitable manner within each building.

15.05 High School Preps

- (a) Employees teaching in the High School who are assigned four (4) different and distinct class preparations shall receive \$750.00 per year additional compensation for such additional duty. Employees teaching in the High School who are assigned five (5) different and distinct class preparations shall receive \$1,000.00 per year additional compensation for such additional duty.
- (b) A different and distinct class preparation is defined as any course offering which has an approved textbook(s) and/or course of study and requires a separate, definite lesson plan.

15.06 Class Size

The Board will attempt to meet the following student to teacher ratios for classes except for special areas, such as art, physical education, music and health:

Kindergarten - First Grade	22:1
Second - Fifth Grade	23:1
Sixth -Twelfth Grade	24:1

15.07 School Procedures For Employees

- (a) Each Principal will provide his/her staff and the ASSOCIATION President with that school's written procedures for staff and students (staff handbook/student handbook) at the beginning of the school year. Any change to these procedures distributed after September will, except in emergency situations, be reviewed with the Faculty / Staff Advisory Committee prior to implementation.

15.08 Substitutes

- (a) Every effort shall be made to secure a substitute in the absence of an employee.
- (b) If it becomes necessary to have an employee substitute for an absent employee, the following selection procedure to determine which employee shall be required to do so shall be followed:
 - (1) Prior to the start of each school year, the employees in each building shall be surveyed to determine which employees assigned to the building desire to volunteer for substitute teaching duty during the school year. Employees who indicate a desire to volunteer for such substitute teaching duty who are available to do so during the period required will be assigned the substitute teaching duty on a rotating basis.
 - (2) If no volunteer is available for the substitute teaching duty, the Principal shall have the right to require an available employee to perform the substitute teaching duty. If more than one employee is available during the period, assignments will be made on a rotating basis.
- (c) If an employee (other than an employee supervising a study period) is required by the Administration to substitute for an absent employee by taking the full or partial (at least one-half (1/2) of the class) class of such absent employee, the employee will be paid Twenty Dollars (\$20.00) per period for such work as an add-to pay.
- (d) An employee who is entitled to additional compensation pursuant to the provisions of this Section shall receive a verification of the substitute duty performed from the Building Principal by receiving a copy of the payment request form submitted to the Treasurer's Office.

15.09 Facilities for Employees

- (a) In each building, employees shall have at least one room of appropriate size reserved for faculty use.
- (b) A telephone shall be made available in each building for personal and professional use.

15.10 Medication

- (a) When the employee is required to administer medication to a student, the BOARD shall require the parent(s) to furnish a waiver of liability for said employee and specific instructions regarding such administration. Except for nurses, employees will not be required to administer any medical procedures such as catheterization or injection, except as identified in (b) below, or to render regular hygienic care.

(b) EIPEN Requirements

All employees shall be trained in the use of the EIPEN. Training will be during the workday or in-service day and at the Board's expense. After receiving training, employees will administer necessary first aid.

15.11 Delayed Start Days

- (a) Once each month that school is in session, one day shall be a delayed start day. All classes will be started one hour late on these dates. Dates for delayed start shall be set when the Calendar Committee meets and develops the calendar for each year. The agenda for the delayed start days will be determined for a semester at a time by a committee at each building. At the elementary level, a committee shall be made up of one administrator and two employees selected by the Association. At the secondary level, a committee shall be made up of two administrators and four employees selected by the Association. Acceptable activities for delayed start days include, but are not limited to, team, department, vertical articulation and cross curriculum meetings and sharing of professional training.

15.12 Professional Rights

- (a) No grade given to a student by an employee shall be changed by any Administrator without prior consultation with the employee.

15.13 Special Education Teachers

- (a) Employees teaching in the area of Special Education shall be provided with two (2) days (or the equivalent) of release time, as arranged through their Building Principal, for the performance of related duties specifically associated with their work as a special education teacher such as preparation of I.E.P.'s evaluation, testing, and assessment responsibilities. Additional release time may be approved by the Building Principal as needed.

15.14 Curriculum Development

- (a) Employees participating in curriculum development activities shall be paid an hourly rate or stipend for such work as set forth in Section 17.04 or be granted release time at the option of the Superintendent.

15.15 Multiple School Assignment

- (a) Employees assigned to more than one (1) school shall be provided with the appropriate time to close, travel and set up. If appropriate time cannot be provided and the employee does not receive the planning time and lunch as required under this Article, then compensatory time or compensation shall be provided.
- (b) The administration shall be responsible for the coordination of traveling employees' schedules and for securing substitutes for absent traveling employees. If there are any changes in a Building schedule, it shall be the

Building Administrator's responsibility who initiates the schedule change to notify the other Building Administrator of the change.

- (c) Planning time per day for traveling employees with multiple building assignments shall be at least equal to the length of planning time for other employees at the building at which the traveling employee spends the greater(est) number of hours per day.

15.16 Drug/Alcohol Free Schools

- (a) Purpose

The BOARD and the ASSOCIATION agree that quality education is not possible in an environment affected by illegal drug use and/or abuse of alcoholic beverages. The BOARD and ASSOCIATION have established and agree to maintain a drug/alcohol-free educational setting in full compliance with federal, state, and local laws, including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

- (b) Employee Assistance Program

Chemically dependent employees are urged to seek help before their dependence causes problems with their jobs.

Recognizing that chemical dependency is a treatable illness which should be dealt with by treatment and education, it is the BOARD's policy to prevent chemical dependency and/or offer rehabilitation, rather than to merely discipline employees for substance abuse related problems. To that end, the BOARD and the ASSOCIATION have formed an Employee Assistance Committee consisting of at least one representative from Administration, the SEA bargaining unit, the SCEA bargaining unit, and that group of employees not represented by either SEA or SCEA, to monitor the Employee Assistance Program which is available to all BOARD employees and their dependents.

The BOARD will work with an employee desiring chemical dependency rehabilitation assistance on a voluntary basis. Applicable group health plan coverages, sick leave benefits and leaves of absence policies are available to assist employees who seek rehabilitation. Voluntary rehabilitation and/or inquiries concerning rehabilitation will not be used as evidence of a violation of any BOARD policy.

Where rehabilitation is offered by the BOARD in lieu of discipline, such rehabilitation, if elected, is considered involuntary. Involuntary rehabilitation shall be available only one (1) time during an employee's tenure of employment with the BOARD, and shall not be available to any employee in lieu of termination for operating any motor vehicle on BOARD business under the influence of alcoholic beverages, or while currently using illegal drugs.

(c) Drug-Free Awareness

The BOARD will provide educational opportunities for employees to obtain information on the dangers of substance abuse and resources available for chemical dependency and rehabilitation. Information on drug and alcohol counseling, rehabilitation resources, and re-entry programs, and benefits available to employees in dealing with substance abuse problems will be maintained in the District.

(d) Drug Testing

Nothing in this section shall be interpreted as requiring an employee to submit to urinalysis tests for controlled substances; however, it is understood that the Administration may require such tests to the extent testing is required by federal or state law. In the event such testing is required, the parties will meet and confer regarding the facility or facilities to be used to perform such tests.

(e) Confidentiality

Information provided to administrative personnel concerning medical problems related to substance abuse or chemical dependency of an employee shall be considered part of the employee's medical record and shall be treated as confidential. However, performance problems, attendance or rules violations will be documented, reported or otherwise treated as ordinary personnel information even if related to substance abuse or chemical dependency.

(f) Notification

At the beginning of each school year, all employees will receive a copy of the Drug/Alcohol Policy which includes the disciplinary sanctions and a description of the Employee Assistance Program. The annual review of this section of BOARD Policy will emphasize that compliance is mandatory.

(g) Board Policies

The BOARD may adopt policies, rules and procedures to implement the terms of this Section.

(h) Prohibited Conduct

The unlawful manufacture, distribution, dispensation, possession or use, or being under the influence of alcoholic beverages and/or controlled substances (illegal drugs) by any employee, during working hours, on BOARD premises, or at any activity or function sponsored by or related to employment with the BOARD, is prohibited. "Premises" includes vehicles owned by, or being driven on behalf of the Springboro Community City School District, as well as parking lots, playgrounds, and other property owned by Springboro Community City Schools. "Controlled substance" refers to drugs subject to federal or state regulation, making their manufacture, dispensation, distribution, possession or use a crime, this includes but is not limited to Cannabis, Cocaine, Amphetamines,

Barbiturates, and Heroin. Medications used as prescribed by a treating physician or dentist are excluded.

(i) Drug-Related Criminal Conviction

Employees convicted (including a guilty or no contest plea) of violating any federal, state or local criminal drug law, where the violation occurred during work hours, or on BOARD premises, must report the conviction to the Superintendent within five (5) business days of a conviction. Where said criminal offense is a minor misdemeanor, the employee shall be referred for involuntary rehabilitation in lieu of a 5-day suspension without pay. Failure to participate in rehabilitation or a subsequent conviction for minor misdemeanor drug-related offenses will result in a 5-day suspension without pay. Convictions for offenses other than minor misdemeanors will result in discipline, up to and including termination, in accordance with contractual and statutory provisions. Failure to report the conviction(s) will result in termination.

(j) Penalties

Violations of the BOARD's Drug/Alcohol-Free Schools Policy will result in discipline up to and including termination, which disciplinary action will be taken in accordance with contractual and/or statutory provisions.

15.17 Smoke Free Environment

- (a) No smoking will be permitted in any school building, on any school grounds, in any school vehicles and/or while supervising students.

15.18 Employee Job Descriptions

- (a) The Superintendent has developed job descriptions for all current jobs which have been provided to the ASSOCIATION. It is the prerogative of the Superintendent to develop new job descriptions for bargaining unit positions. Upon development, the Superintendent shall forward copies of proposed job descriptions for new positions and/or for positions which are being revised to the ASSOCIATION President for input prior to formal creation or revision of said positions.

15.19 IEP/504 Meetings

A building principal may direct employees to attend any IEP meeting or 504 meeting that occurs outside the normal teacher working day. Employees who attend five (5) IEP/504 meetings outside the normal teacher working day in one school year will receive a payment of \$100 in the last pay in June. Any employee who attends more than five (5) IEP/504 meetings outside the normal working day will receive a payment of \$20 per meeting for each such meeting over five (5) meetings in the last pay in June.

ARTICLE XVI - INDIVIDUAL EMPLOYEE CONTRACTS

16.01 Limited Contract Sequence

- (a) An employee serving under a limited contract shall be considered, at the expiration of his/her present limited contract, for a multi-year limited contract, providing the following qualifications have been met:
 - (1) The employee has served at least three consecutive years under one-year limited contracts.
 - (2) The employee is recommended on the basis of evaluation for a multi-year contract by the Superintendent.
 - (3) Nothing herein shall preclude the BOARD from offering the employee a one-year contract on the basis of evaluation.

16.02 Continuing Contracts

(a) At the Expiration of a Limited Contract

If an employee, including employees who have attained continuing contract status elsewhere, becomes eligible for continuing contract status at the expiration of his/her current limited contract, the BOARD may enter into a continuing contract with that employee at the commencement of the School year after the expiration of the employee's limited contract after such employee becomes eligible, provided that:

- (1) No employee shall have a right to a continuing contract unless such employee has given notice of his/her desire to be considered for a continuing contract by December 1 of the school year proceeding the school year for which the employee desires the continuing contract.

(b) During Term of Limited Contract

If an employee, including an employee who has attained continuing contract status elsewhere, becomes eligible for continuing contract status before the expiration of his/her current multi-year limited contract, the BOARD may enter into a continuing contract with that employee at the commencement of the school year after the employee becomes eligible; provided that:

- (1) the employee notifies the Superintendent, in writing, prior to October first of the school year during which the employee will become eligible for a continuing contract that he/she will be completing his/her requirements and will be eligible for a continuing contract during the term of said limited contract;
- (2) the employee meets all requirements for a continuing contract before the start of the new contract and evidence of such achievement is on file with the Superintendent prior to the start of the school year; and
- (3) The Superintendent believes that such employee should be issued a continuing contract and so recommends to the Board.

- (c) Determinations of the Superintendent and/or the BOARD under this section are not appealable under the Grievance/Arbitration provisions of this AGREEMENT.
- (d) Should the employee fail to provide the written notice required by paragraph (a) (1), the Board may issue the employee a one-year limited contract.
- (e) The provisions of this Article specifically supersede the relevant portions of Ohio Revised Code section 3319.111 and any other conflicting section of the Ohio Revised Code.

16.03 Supplemental Contracts

- (a) The supplemental teaching contract for an extra-duty assignment which grants additional compensation shall be a limited contract and shall be separate from and in addition to the regular teaching contract of any employee.
- (b) The supplemental teaching contract shall be for one (1) year and shall automatically expire at the end of the contract year.
- (c) Each supplemental teaching contract shall include the specific supplemental agreement; salary and date(s) of payment; and signatures of both parties to the contract and the date of the signing of the contract.
- (d) The Board and ASSOCIATION agree that while supplemental contracts for athletics are specifically excluded from this Agreement, the above paragraphs apply to all supplementals, including those for athletics.

ARTICLE XVII - SALARY SCHEDULE PROVISIONS

17.01 Salary Schedule and Index

- (a) The base salary effective with the 2013-2014 school year shall be \$35,254; the base salary effective with the 2014-2015 school year shall be \$35,959; Appendix D is the salary schedules and indices for the two (2) school years.

17.02 Placement on the Salary Schedule

- (a) The Superintendent may, in the exercise of his sole discretion, and notwithstanding any provision in the Ohio Revised Code which might mandate otherwise, grant up to fifteen (15) full years of teaching experience credit for salary placement purposes to any employee based on the prior teaching experience of such certified employee whether such experience was gained in the State of Ohio or otherwise, or in private or public schools. This provision shall apply to employees hired after August 26, 2002. Employees hired after July 1, 2002 will have their checks electronically deposited (Direct Deposit) to a Financial Institution of their choice.
- (b) Requirements for receiving credit on the BA+15 Column are 15 graduate semester hours taken from an accredited university or college after receipt of the BA/BS degree which are in the field of education or directly related to the certified employee's present assignment or area of certification. Requirements for receiving credit on the MA+15 or MA+30 column are 15 or 30 semester hours taken from an accredited university or college after receipt of the MA degree which are in the field of education or directly related to the certified employee's present assignment or areas of certification. Video courses from an accredited university or college must be approved in advance by the Superintendent. In order to submit a "video course" for approval by the Superintendent, the employee must furnish:
 - (1) verification, in writing, from an Administrator of the University or College offering the course that such course is a graduate-level course;
 - (2) verification that the course, if successfully completed, will be accepted for credit towards an advanced degree by the University or College which the employee is enrolled in and pursuing such a degree; and
 - (3) the syllabus for the course as issued by the University or College offering the course.
- (c) The AFROTC instructor shall receive the greater of the approved salary schedule for his/her training and experience or the minimum instructor's pay as provided by the approved AFROTC program.
- (d) Employees who qualify for lateral movement on the salary schedule shall be granted such lateral movement:

- (1) effective with the new contract year, providing an official university transcript certifying completion of the work is forwarded to the Treasurer by October 1; or
 - (2) effective with the first pay in March, providing an official university transcript certifying completion of the work is forwarded to the Treasurer by February 15th.
- (e) Each step on the salary schedule represents a full year of service. A full year of service at a minimum consists of at least one hundred and twenty (120) days in pay status under a teaching contract during a school year. Teachers who do not meet this minimum teaching requirement in any year will not be advanced to the next step during the following school year.
- (f) To transition back to step advancement, each employee on active pay status for at least one hundred and twenty (120) days during the 2012-13 school year shall be granted one step on the salary schedule and continue to be granted a step each year provided he/she qualifies as specified in (e) above.

17.03 Supplemental Salary Schedule

- (a) The supplemental salary schedule base shall be computed as follows:
- | | |
|--------------------------|---------------|
| (1) 0-3 years experience | 13.5% of BA 0 |
| (2) 4-6 years experience | 15.5% of BA 0 |
| (3) 7 + years experience | 17.5% of BA 0 |

However, the BOARD and the ASSOCIATION agree that supplemental contracts for athletics are specifically excluded from the supplemental salary schedule and that the BOARD may unilaterally change salaries for athletic supplementals without negotiation or consultation with the ASSOCIATION.

- (b) Placement on the supplemental salary schedule shall be according to the following guidelines:
- (1) Years of experience as a paid employee shall be granted for the total number of years experience in the specific activity/coaching field; i.e., football, basketball, track, etc.
 - (2) Assistant coaches appointed to a head coaching position within the same sport shall be placed at the lowest experience level which provides a salary higher than their current assistant coach salary levels.
 - (3) Experience in boys and girls sports shall be treated equally with regard to experience, providing such experience is within the same specific activity/coaching field.
- (c) Adjustments in Index factors for any supplemental position and/or creation of new supplemental positions during the term of this Agreement shall be

made if there is mutual agreement between the BOARD and the ASSOCIATION.

- (d) Notwithstanding the wage rate specified in Appendix E for the Camp Kern Counselor, past experience in the positions where experience has not been applicable shall not be granted. The 1994-95 school year shall be considered the first year of experience for placement on the salary schedule.
- (e) Development of "Notices of Vacancy" for supplemental positions shall be according to the following guidelines:
 - (1) "Notice of Vacancy" postings shall be prepared for all new supplemental positions prior to posting and filing said positions.
 - (2) It is the prerogative of the Superintendent to develop "Notices of Vacancy" for bargaining unit positions. Upon development, the Superintendent shall forward copies of proposed "Notice of Vacancy" for new supplemental positions and/or positions for which no vacancy notice exists to the ASSOCIATION President for input prior to formal implementation.
- (f) Joint Supplemental Committee.

A joint supplemental committee will be established to review the supplemental salary schedule. The committee will be made up of the Assistant Superintendent or designee (chair), Treasurer, Athletic Director, High School Administrator, Junior High Administrator, Elementary Administrator, one Association President, Fine Arts Advisor, Head Varsity Coach, Secondary Advisor, Elementary Advisor and one person identified by the ASSOCIATION. The committee shall meet prior to the beginning of the 2006-07 school year and determine what, if any, increases should be made to the factors on the supplemental salary schedules effective with the 2006-07 school year, with the increases to total no more than twenty-five thousand (\$25,000) in total for that year. Any change in factors will remain in effect for the 2007-08 school year. The committee shall meet no later than six months prior to the expiration of this AGREEMENT. The committee shall review the supplemental salary schedule and make a joint recommendation to the Association and Board negotiation teams.

17.04 Stipends for Curriculum Development

- (a) Notwithstanding any provision in the Ohio Revised Code which might require otherwise, employees participating in curriculum development activities as approved by the Superintendent, or employees serving on the LPDC, shall be paid an hourly rate for each hour worked, which hourly rate shall not be based on their degree status or longevity. During the term of this Agreement, the hourly rate payable to employees engaged in curriculum development activities or serving on the LPDC shall be computed at .00075 of the BA Step 0 base.
- (b) Employees who volunteer to work during the summer in the following areas shall be paid \$75.00 per day for: (1) Textbook/Course of Study Coding; (2)

Subject Area In-service provided by the District; and/or (3) School-wide In-service provided by the District.

17.05 Summer School Teachers/Home Tutors/After School Intervention

- (a) Notwithstanding any provision in the Ohio Revised Code which might require otherwise, employees employed to teach in summer school or employed to teach as home tutors shall be paid an hourly rate for each hour worked, which hourly rate shall not be based on their degree status or longevity. During the term of this AGREEMENT, the hourly rate payable to summer school teachers and home tutors shall be computed at .00075 of the BA Step 0 base.

17.06 Saturday School/Administrative Detention

- (a) Notwithstanding any provision in the Ohio Revised Code which might require otherwise, employees employed to supervise or conduct Saturday school activities shall be paid a daily rate of Sixty Dollars (\$60.00) for each Saturday session worked, which daily rate shall not be based on their degree, status or longevity. Each Saturday School session will be three (3) hours in duration.
- (b) Employees assigned to supervise Saturday School will be selected in accordance with the following procedures:
 - (1) At the commencement of each school year employees will be advised of the need for employees to supervise Saturday School sessions during the school year and will be asked to "sign up" to indicate a willingness to perform this assignment. There will be at least a seven (7) calendar day period during which employees may "sign up" for this assignment.
 - (2) During the school year, from among those employees who "sign up" to accept such assignment, the Superintendent will select an employee on a rotating basis to work each Saturday School session before any employee is assigned to a second Saturday School session.
- (c) Notwithstanding any provision in the Ohio Revised Code which might require otherwise, employees employed to supervise or conduct Administrative Detention activities shall be paid an hourly rate of Twenty Dollars (\$20.00) per hour for each administrative detention session worked, which hourly rate shall not be based on their degree, status or longevity.

17.07 Elementary Required Evening Music Program

- (a) Employees who supervise the evening elementary music program shall be paid at the rate of Forty Dollars (\$40.00) per music program

ARTICLE XVIII - FRINGE BENEFIT PROVISIONS

18.01 Severance Pay

- (a) An employee who has been employed in the District for ten (10) years and who, upon leaving the employment of the District, retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio, shall receive severance pay in an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, including personal days converted to sick leave pursuant to other provisions of this Agreement in excess of the maximum sick leave accumulation, if appropriate to do so pursuant to such other provisions.
- (b) Solely for the purposes of this Article, an employee with ten (10) years of service who dies while in active service of the Springboro Community City School District is deemed to have retired the day prior to his/her death.
- (c) Severance pay shall be paid in January on the second payroll following the year of retirement of an employee, as elected by the Board.

18.02 Insurance Program

Any Physician, Surgical, Major Medical, Dental, Vision and Prescription Drug Benefits Programs provided by this Agreement shall be the same or substantially similar to the plan currently in effect. However, in the event of the occurrence of one of the following events, the Board may provide another plan. The events are: the offered plan, or a substantially similar plan, is no longer available, the plan, or any successor plan, increases in cost by 10% or more; or, the cost of a substantially similar plan is 10% or more than the cost of the plan currently in place. Prior to sending out the RFP, the Superintendent shall meet with the Insurance Committee, which includes the president of the Springboro Education Association and the president of the Springboro Classified Employees Association.

- (a) Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefits Programs shall be available for all employees on the active working payroll who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD on or before the effective date of this AGREEMENT, who are regular employees employed by the BOARD, who work at least half-time, and work at least thirty-six (36) weeks per year or have an annual contract with the BOARD and for whom such coverage is in effect prior to the effective date of this AGREEMENT. Appropriate information and application forms will be provided to all new employees by the BOARD at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the employee desires insurance coverage.
- (b) The Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefits Programs shall be available for all employees who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, for all such employees who are regular employees of the BOARD, who work at least half-time, and

work at least thirty-six (36) weeks per year or have an annual contract with the BOARD and who complete the required insurance forms and have the same filed with the office of the Treasurer of the BOARD; provided, however, only employees presently covered only by the Prescription Drug Benefit Program may continue to be covered only by such benefit. All other employees must be covered by the full program. Upon completion and filing of the required insurance forms, on or prior to the thirtieth (30th) day of employment on the active working payroll, coverage becomes effective on the first day of the month following the month when first on active working payroll.

- (c) If there is more than one Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefits Programs, then the least expensive Program shall be provided to employees employed on a full-time basis, with such employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

BOARD PORTION - 85% of the cost of each such benefit, as determined at least annually by the Insurance Administrator or the insurance provider. Effective October 1, 2013, the BOARD's premium portion shall be 80%.

EMPLOYEE PORTION - 15% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider. Effective October 1, 2013, the employee's premium portion shall be 20%.

The foregoing Physician/Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefit Program only shall be provided to employees employed on a less than full-time basis (less than thirty (30) hours per week) with such employees covered by such benefits contributing toward the cost of such benefits based on the following schedule:

BOARD PORTION - 60% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience. Effective October 1, 2013, the BOARD's premium portion shall be 55%.

EMPLOYEE PORTION - 40% of the cost of each such benefit as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider. Effective October 1, 2013, the employee's premium portion shall be 45%.

The Physician, Surgical, Major Medical, Dental, Vision Care and Prescription Drug Benefit Program only shall be provided to employees employed at least half-time and work at least thirty-six (36) weeks per year or have an annual contract with the BOARD. The employee electing such coverage shall be responsible for the payment of all premium cost for such insurance as set by the insurance administrator.

For any additional Physician, surgical, Major Medical, Dental, Vision and Prescription Drug Benefits Program, the BOARD will make the same

financial contribution to such benefit as it would to the Program identified above, and the employee shall be responsible for the payment of all premium costs in excess of the BOARD's contribution toward such premium costs.

- (d) The following Life Insurance Program shall be provided without cost to the full-time employees covered by this Agreement.
- (1) Life Insurance in the amount of \$50,000.00 for all regular full-time employees who have an annual contract with the BOARD. Life Insurance in the amount of \$40,000.00 for all regular part-time employees who have an annual contract with the BOARD.
 - (2) Accidental Death and Dismemberment Insurance in the amount of \$50,000.00 for all regular full-time employees who have an annual contract with the BOARD. Accidental Death and Dismemberment Insurance in the amount of \$40,000.00 for all regular part-time employees who have an annual contract with the BOARD.
 - (3) The Life Insurance specified in this Section shall be provided without cost to all employees who are on the active working payroll on the effective date of this Agreement, and who are regular employees of the BOARD, who have an annual contract with the BOARD, and for whom coverage is in effect immediately prior to the effective date of this Agreement. The Insurance Program specified in this Section shall also be provided without cost to all regular employees and/or new employees who are hired after the effective date of this Agreement, effective on the first day of the month following the date of this Agreement or the date they commence actual employment with the BOARD, whichever is the later date, for all regular employees of the BOARD who have an annual contract with the BOARD.

(e) Insurance Committee

An Insurance Committee shall be developed to meet quarterly during the school year. The members of the committee shall include the SEA President/designee and four (4) members appointed by the SEA President, the SCEA President/Co-President and three (3) members appointed by the SCEA President; four (4) members appointed by the Superintendent.

The committee shall work cooperatively to explore all aspects of insurance including, but not be limited to, reviewing:

- Group utilization patterns;
- Current trends in cost containment;
- Alternative plan options and/or design;
- Comparative coverage within the industry.

Additionally, the committee shall review offers/quotes from carriers/providers when the increase in premiums exceeds 10%.

(f) General Provisions

- (1) The foregoing Physician, Surgical, Major Medical, Vision Care and Prescription Drug benefits described in Section 18.02(a) and (b) shall be continued for any eligible employee who pays the employee's portion as set forth in Section 18.02(c) during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence granted pursuant to the provisions of this Agreement, non-compensated approved leave of absence of less than thirty (30) days, or for employees working only during the regular School year and not working during the Summer break period, until such employee either resign their employment status or fail to return to active working status at the commencement of the next school year. Except as otherwise required under the FMLA, employees on a non-compensated approved leave of absence of over thirty (30) days' duration, and/or employees or dependents of employees eligible for COBRA Benefit Continuation Rights who desire to continue benefit coverage described above in Sections 18.02(a) through (d) past the period for which the BOARD has agreed to continue benefit coverage for the employee may do so by paying one hundred and two percent (102%) of the full group premium for such insurance, as set by the BOARD's Insurance Administrator or the insurance provider and/or insurance carrier, to the Administrator of the insurance program and/or the carrier designated by the BOARD and as set forth in COBRA regulations. In the event coverage is discontinued for any period, coverage cannot be reacquired through the BOARD until the employee returns to active working status.
 - (2) Unless a properly completed application form for any of the benefits described in Sections 18.02(d) is filed with the Treasurer of the BOARD within thirty (30) calendar days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, or unless timely application is made for COBRA benefit rights, coverage will not be available until the next enrollment period and then in accordance with the limitations contained in the Plan.
 - (3) In the event an employee desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the employee must follow the procedures specified in the "Master Plan Document". Any change in coverage shall be governed by the provisions contained in the "Master Plan Document".
 - (4) All benefits provided pursuant to this Benefit Program shall be subject to the conditions set forth in any contract secured by the BOARD or the conditions set forth in the "Master Plan Document".
- (g) For purposes of this Article, the effective date of resignation of any employee shall be either: (1) the day prior to the commencement of the next school teaching year; or (2) the effective date of resignation as submitted on the employee's resignation notification, whichever date shall occur first.

18.03 STRS Pick-Up

- (a) The BOARD herewith agrees with the ASSOCIATION to pick up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit using the salary reduction method as approved by STRS and the IRS on the following terms and conditions:
- (1) An amount equal to the employee's total contribution will be picked up and paid on behalf of each employee, including contributions on supplemental earnings.
 - (2) The BOARD shall compute and remit all applicable contributions to STRS based upon annual salaries and any other earned compensation(s).*
 - (3) The pick up percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the BOARD pick up.
 - (4) Definitions - * Annual salary - the adjusted salary plus the BOARD pick up of the employee's contribution to STRS.

Adjusted salary - the annual salary minus the BOARD pick up (salary which appears on the employee's W-2 form).
 - (5) It is understood by the parties that computation of all supplemental salaries, extended time salaries, etc., will be computed upon the annual salary in effect at the time of computation.
 - (6) Said "pick up" shall not result in additional cost to the BOARD.

18.04 IRS Section 125 Plan

- (a) The BOARD has in place a Section 125 Plan pursuant to which the employee portion of any insurance benefits and employee-paid medical expenses and employee-paid dependent care expenses may be paid with "before tax" dollars. The maximum amount which may be placed in this account for medical expenses during any calendar year shall be in accordance with IRS rules and regulations. The maximum amount which may be placed in this account during any calendar year for dependent care expenses is Five Thousand Dollars (\$5,000.00).
- (b) The administrative cost of the Section 125 Plan shall be paid by the BOARD.

18.05 Mileage Reimbursement

- (a) An employee required by the administration to drive his/her personal vehicle on School District business shall receive mileage reimbursement for such driving at the IRS mileage reimbursement rate. All vehicle usage must be approved in advance by the School administration and

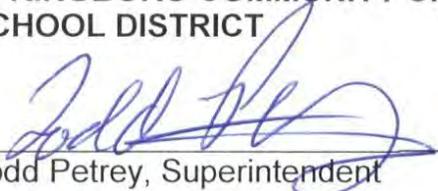
reimbursement must be requested on the appropriate form and approved by the appropriate Building Administrator for payment.

ARTICLE XIX - LENGTH OF CONTRACT

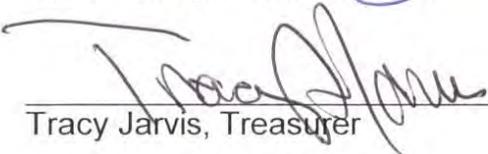
19.01 DURATION

This Contract shall commence on July 1, 2013, and shall remain in full force and effect until June 30, 2015. This Contract has been executed by the representatives of the parties on this 16th day of JULY, 2013.

**BOARD OF EDUCATION,
SPRINGBORO COMMUNITY CITY
SCHOOL DISTRICT**



Todd Petrey, Superintendent

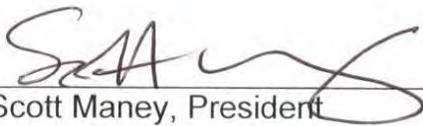


Tracy Jarvis, Treasurer



Kelly Kohls, Board President

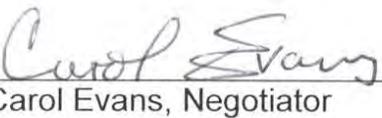
**SPRINGBORO EDUCATION
ASSOCIATION**



Scott Maney, President



Gail Dauber, Negotiator



Carol Evans, Negotiator



Marla Bell, OEA Representative

Approved by Board of Education:
July 16, 2013

Ratified by SEA Membership:
July 15, 2013

APPENDIX A: SEA GRIEVANCE FORM

SPRINGBORO COMMUNITY SCHOOLS

Step Two (Administrator)

Grievant _____ Date _____

School _____ Principal _____

Grievant accompanied
by _____

Statement of Grievance and relief sought (indicate the alleged violation,
misinterpretation or misapplication and specific articles)

The situation leading to the filing of this grievance occurred on or about

Date, if any, of Step One discussion

Signature of Grievant:

Hearing date: _____

Step Two

Response: _____

Signature of Administrator

_____ Date _____

cc: Grievant
Association President
Superintendent

SEA GRIEVANCE FORM

Step Three (Superintendent)

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

Date of written appeal

_____ (filed within seven (7) calendar days of receipt of decision at Step Two)

Attached a completed copy of Grievance Form, Step Two.

Signature of Grievant

Hearing Date

Step Three Response: _____

Signature of Superintendent _____

Date _____

cc: Grievant
Association President
Superintendent

SEA GRIEVANCE FORM

Step Four (Arbitration)

The purpose of this form is to appeal the grievance to Level Four. Appeal shall be sent to the Superintendent.

Date of notice

(filed within ten (10) calendar days of receipt of decision at Step Three)

Attach copies of Steps Two and Three Grievance Forms.

Signature of Grievant

cc: Grievant
Superintendent
Principal
Association President

APPENDIX B: EMPLOYEE APPLICATION FOR SICK LEAVE BANK

SPRINGBORO COMMUNITY SCHOOLS

1685 S. Main Street
Springboro, OH 45066-1524

Date _____

Name _____

Building _____

Home Address

Telephone _____

Number of sick days used for this school year: _____

Number of sick days used for current illness: _____

Employee's reason for request (be specific) _____

Estimate of additional days needed: _____

Name of attending physician: _____

Address of attending physician: _____

Telephone number of attending physician _____

Please submit completed application to **Assistant Superintendent**

APPENDIX C: PHYSICIAN'S STATEMENT

_____ is unable to perform teaching duties and requires extended sick leave because (please be specific with diagnosis and description of complications).

_____ requires non-elective surgery which cannot be postponed until the end of the school year. Nature of procedure:

This patient has been under my care for (length of time in months and years)

Physician's estimate of number of days needed for recovery

Physician's Signature Date _____

I give my physician permission to release the above-requested medical information.

Employee's Signature Date _____

Please submit this completed statement to:

**Office of Assistant Superintendent
1685 S. Main Street
Springboro, Ohio 45066-1524**

**APPENDIX D – SALARY SCHEDULES
 SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT
 SALARY SCHEDULE 2013-2014**

	DEGREE	NON-	BA/BS	BA+	M.A.	M.A+	M.A.+
STEP	HOURS	DEGREE	DEGREE	15 HRS	DEGREE	15 HRS	30 HRS
0	INDEX	0.87	1.000	1.05501	1.11	1.15501	1.22
	SALARY	\$30,671	\$35,254	\$37,193	\$39,132	\$40,719	\$43,010
1	INDEX	0.90501	1.0475	1.10501	1.1625	1.21	1.27751
	SALARY	\$31,905	\$36,929	\$38,956	\$40,983	\$42,657	\$45,037
2	INDEX	0.94	1.095	1.15501	1.21501	1.26501	1.335
	SALARY	\$33,139	\$38,603	\$40,719	\$42,834	\$44,597	\$47,064
3	INDEX	0.975	1.14253	1.20501	1.26751	1.32	1.39251
	SALARY	\$34,373	\$40,279	\$42,481	\$44,685	\$46,535	\$49,092
4	INDEX	1.01	1.19002	1.25501	1.32	1.375	1.45
	SALARY	\$35,607	\$41,953	\$44,244	\$46,535	\$48,474	\$51,118
5	INDEX	1.04501	1.2375	1.30501	1.3725	1.43001	1.5075
	SALARY	\$36,841	\$43,627	\$46,007	\$48,386	\$50,414	\$53,145
6	INDEX		1.285	1.35501	1.425	1.485	1.56501
	SALARY		\$45,301	\$47,770	\$50,237	\$52,352	\$55,173
7	INDEX		1.3325	1.40501	1.47751	1.54001	1.6225
	SALARY		\$46,976	\$49,532	\$52,088	\$54,292	\$57,200
8	INDEX		1.38003	1.45501	1.53001	1.595	1.68001
	SALARY		\$48,652	\$51,295	\$53,939	\$56,230	\$59,227
9	INDEX		1.42752	1.50501	1.5825	1.65	1.7375
	SALARY		\$50,326	\$53,058	\$55,789	\$58,169	\$61,254
10	INDEX		1.475	1.55501	1.635	1.70501	1.795
	SALARY		\$52,000	\$54,820	\$57,640	\$60,108	\$63,281
11	INDEX		1.5225	1.60501	1.6875	1.76	1.85251
	SALARY		\$53,674	\$56,583	\$59,491	\$62,047	\$65,308
12	INDEX		1.57	1.65501	1.74001	1.81501	1.91
	SALARY		\$55,349	\$58,346	\$61,342	\$63,986	\$67,335
13	INDEX		1.61751	1.70501	1.79251	1.87	1.96751
	SALARY		\$57,024	\$60,108	\$63,193	\$65,925	\$69,363
15	INDEX		1.66502	1.75501	1.845	1.92503	2.02502
	SALARY		\$58,699	\$61,871	\$65,044	\$67,865	\$71,390
17	INDEX		1.7125	1.80501	1.8975	1.98001	2.0825
	SALARY		\$60,372	\$63,634	\$66,894	\$69,803	\$73,416
20	INDEX		1.76	1.85501	1.95002	2.035	2.14001
	SALARY		\$62,047	\$65,397	\$68,746	\$71,742	\$75,444
23	INDEX		1.8075	1.90501	2.00251	2.09001	2.1975
	SALARY		\$63,722	\$67,159	\$70,596	\$73,681	\$77,471
25	INDEX		1.85501	1.95501	2.05501	2.145	2.25501
	SALARY		\$65,397	\$68,922	\$72,447	\$75,620	\$79,498
27	INDEX		1.8736	1.9752	2.0768	2.1683	2.2801
	SALARY		\$66,052	\$69,634	\$73,216	\$76,441	\$80,383

SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT

SALARY SCHEDULE 2014-2015

STEP	DEGREE HOURS	NON-DEGREE	BA/BS DEGREE	BA+ 15 HRS	M.A. DEGREE	M.A 15 HRS	M.A. 30 HRS
0	INDEX SALARY	0.87 \$31,284	1.00 \$35,959	1.05501 \$37,937	1.11 \$39,914	1.15501 \$41,533	1.22 \$43,870
1	INDEX SALARY	0.90501 \$32,543	1.0475 \$37,667	1.10501 \$39,735	1.1625 \$41,802	1.21 \$43,510	1.27751 \$45,938
2	INDEX SALARY	0.94 \$33,801	1.095 \$39,375	1.15501 \$41,533	1.21501 \$43,691	1.26501 \$45,488	1.335 \$48,005
3	INDEX SALARY	0.975 \$35,060	1.14253 \$41,084	1.20501 \$43,331	1.26751 \$45,578	1.32 \$47,466	1.39251 \$50,073
4	INDEX SALARY	1.01 \$36,319	1.19002 \$42,792	1.25501 \$45,129	1.32 \$47,466	1.375 \$49,444	1.45 \$52,141
5	INDEX SALARY	1.04501 \$37,578	1.2375 \$44,499	1.30501 \$46,927	1.3725 \$49,354	1.43001 \$51,422	1.5075 \$54,208
6	INDEX SALARY		1.285 \$46,207	1.35501 \$48,725	1.425 \$51,242	1.485 \$53,399	1.56501 \$56,276
7	INDEX SALARY		1.3325 \$47,915	1.40501 \$50,523	1.47751 \$53,130	1.54001 \$55,377	1.6225 \$58,343
8	INDEX SALARY		1.38003 \$49,624	1.45501 \$52,321	1.53001 \$55,018	1.595 \$57,355	1.68001 \$60,411
9	INDEX SALARY		1.42752 \$51,332	1.50501 \$54,119	1.5825 \$56,905	1.65 \$59,332	1.7375 \$62,479
10	INDEX SALARY		1.475 \$53,040	1.55501 \$55,917	1.635 \$58,793	1.70501 \$61,310	1.795 \$64,546
11	INDEX SALARY		1.5225 \$54,748	1.60501 \$57,715	1.6875 \$60,681	1.76 \$63,288	1.85251 \$66,614
12	INDEX SALARY		1.57 \$56,456	1.65501 \$59,513	1.74001 \$62,569	1.81501 \$65,266	1.91 \$68,682
13	INDEX SALARY		1.61751 \$58,164	1.70501 \$61,310	1.79251 \$64,457	1.87 \$67,243	1.96751 \$70,750
15	INDEX SALARY		1.66502 \$59,872	1.75501 \$63,108	1.845 \$66,344	1.92503 \$69,222	2.02502 \$72,818
17	INDEX SALARY		1.7125 \$61,580	1.80501 \$64,906	1.8975 \$68,232	1.98001 \$71,199	2.0825 \$74,885
20	INDEX SALARY		1.76 \$63,288	1.85501 \$66,704	1.95002 \$70,121	2.035 \$73,177	2.14001 \$76,953
23	INDEX SALARY		1.8075 \$64,996	1.90501 \$68,502	2.00251 \$72,008	2.09001 \$75,155	2.1975 \$79,020
25	INDEX SALARY		1.85501 \$66,704	1.95501 \$70,300	2.05501 \$73,896	2.145 \$77,132	2.25501 \$81,088
27	INDEX SALARY		1.8736 \$67,373	1.9752 \$71,026	2.0768 \$74,680	2.1683 \$77,970	2.2801 \$81,990

APPENDIX E
SUPPLEMENTAL/EXTRACURRICULAR CONTRACT SALARY SCHEDULE
2013-2014

BA Step 0: \$35,254

					Current	0-3 Years Exp.	4-6 Years Exp	7+ Years Exp.
		Non-Sports	Activity	Position	Factor	Base = \$4,759	Base = \$5,464	Base = \$6,169
Building	Boy/Girl	Sport	Activity	Position	Factor	Base = \$4,666	Base = \$5,357	Base = \$6,049
All	B/G		Band Camp	Nurse	0.215	\$1,023	\$1,175	\$1,326
All	B/G		Destination Imagination	Coordinator	Flat	\$1,500	\$1,500	\$1,500
All	B/G		Destination Imagination	Coach (25)	Flat	\$ 240	\$ 240	\$ 240
All	N/A		Educational Technologist	Building Rep (Tied to State Grant)	Flat	\$1,000	\$1,000	\$1,000
All	N/A		Mentor Program	Leader	0.433	\$2,061	\$2,366	\$2,671
All	N/A		Mentor Program	Teacher (1Mentee)	0.173	\$ 823	\$ 945	\$1,067
All	N/A		Mentor Program	Teacher (2 + Mentees)	0.243	\$1,157	\$1,328	\$1,499
All	B/G		Special Olympics	Coordinator	0.243	\$1,157	\$1,328	\$1,499
All	N/A		Summer School	Director	Flat	\$3,500	\$3,500	\$3,500
All	N/A		After School Strings	Director	0.589	\$2,803	\$3,219	\$3,634
Elementary	B/G		Art	Coordinator	0.207	\$ 985	\$1,131	\$1,277
Elementary	B/G		Camp Kern	Teacher	0.086	\$ 409	\$ 470	\$ 531
Elementary	N/A		Grade Level Leader	Grade Level Leader	0.398	\$1,894	\$2,175	\$2,455
Elementary	B/G		Instrumental Music	Director	0.381	\$1,813	\$2,082	\$2,351
Elementary	B/G		Student Council	Advisor	0.173	\$ 823	\$ 945	\$1,067
Elementary	B/G		Vocal Music	Director	0.381	\$1,813	\$2,082	\$2,351
High School	B/G		Acad. Team Comp.	Advisor	0.277	\$1,318	\$1,514	\$1,709
High School	N/A		All Areas	Department Head	0.477	\$2,270	\$2,607	\$2,943
High School	B/G		Art	Coordinator	0.207	\$ 985	\$1,131	\$1,277
High School	B/G		Art Club	Advisor	0.207	\$ 985	\$1,131	\$1,277
High School	B/G		Band	Director	1.000	\$4,759	\$5,464	\$6,169
High School	B/G		Band	Assistant Director (3)	0.589	\$2,803	\$3,219	\$3,634
High School	B/G		Band	Assistant Director - Summer	0.190	\$ 904	\$1,038	\$1,172
High School	B/G		Drama Club	Advisor	0.243	\$1,157	\$1,328	\$1,499
High School	B/G		Fall Play	HS Fall Play	0.243	\$1,157	\$1,328	\$1,499
High School	B/G		Flag Corps	Flag Corps	0.589	\$2,803	\$3,219	\$3,634
High School	B/G		Inter. Language Club	Advisor	0.207	\$ 985	\$1,131	\$1,277
High School	B/G		Jazz Choir	Director	0.381	\$1,813	\$2,082	\$2,351
High School	B/G		JCOWA	Advisor	0.243	\$1,157	\$1,328	\$1,499
High School	B/G		Junior Class	Advisor	0.381	\$1,813	\$2,082	\$2,351
High School	B/G		Mock Trial	Advisor	0.277	\$1,318	\$1,514	\$1,709
High School	B/G		Muse Machine	Advisor	0.433	\$2,061	\$2,366	\$2,671
High School	B/G		Music Percussion	Director	0.650	\$3,094	\$3,552	\$4,010
High School	B/G		Musical	Director	0.312	\$1,485	\$1,705	\$1,925
High School	B/G		National Honor Society	Advisor	0.277	\$1,318	\$1,514	\$1,709
High School	B/G		Newspaper	Advisor	0.312	\$1,485	\$1,705	\$1,925
High School	B/G		Panther Express	Advisor (Marketing/Entrepreneur Teacher)	0.286	\$1,361	\$1,563	\$1,764
High School	B/G		Pep Band	Director	0.078	\$ 371	\$ 426	\$ 481

High School	B/G		Pride Committee	Advisor	0.207	\$ 985	\$1,131	\$1,277
High School	B/G		SADD	Advisor	0.433	\$2,061	\$2,366	\$2,671
High School	B/G		Senior Class	Advisor	0.347	\$1,651	\$1,896	\$2,141
High School	B/G		Student Council	Advisor	0.433	\$2,061	\$2,366	\$2,671
High School	B/G		Teen Counselor	Advisor	0.277	\$1,318	\$1,514	\$1,709
High School	B/G		Video Journalism	Advisor	0.312	\$1,485	\$1,705	\$1,925
High School	N/A		Videographer	Videographer	0.336	\$1,599	\$1,836	\$2,073
High School	B/G		Vocal Music	Director	0.650	\$3,094	\$3,552	\$4,010
High School	B/G		Vocal Music	Assistant Director	0.190	\$ 904	\$1,038	\$1,172
High School	B/G		Winterguard	Director	0.650	\$3,094	\$3,552	\$4,010
High School	B/G		Yearbook	Advisor	0.425	\$2,023	\$2,322	\$2,622
Junior High	B/G		Art	Coordinator	0.207	\$ 985	\$1,131	\$1,277
Junior High	B/G		Band	Director	0.589	\$2,803	\$3,219	\$3,634
Junior High	B/G		Band	Assistant Director	0.381	\$1,813	\$2,082	\$2,351
Junior High	B/G		Eighth Grade Trip	Chaperone	0.086	\$ 409	\$ 470	\$ 531
Junior High	B/G		Little Theatre	Jr. High Little Theatre	0.243	\$1,157	\$1,328	\$1,499
Junior High	B/G		National Honor Society	Advisor	0.243	\$1,157	\$1,328	\$1,499
Junior High	B/G		Newspaper	Advisor	0.312	\$1,485	\$1,705	\$1,925
Junior High	B/G		SADD	Advisor	0.173	\$ 823	\$ 945	\$1,067
Junior High	B/G		Show Choir	Director	0.381	\$1,813	\$2,082	\$2,351
Junior High	B/G		Spelling Bee	Advisor	0.043	\$ 205	\$ 235	\$ 265
Junior High	B/G		Student Council	Advisor	0.312	\$1,485	\$1,705	\$1,925
Junior High	N/A		Team Leader	Team Leader	0.477	\$2,270	\$2,607	\$2,943
Junior High	B/G		Vocal Music	Director	0.589	\$2,803	\$3,219	\$3,634
Junior High	B/G		Vocal Music	Assistant Director	0.190	\$ 904	\$1,038	\$1,172
Junior High	B/G		Winterguard	Director	0.243	\$1,157	\$1,328	\$1,499
Junior High	B/G		Yearbook	Advisor	0.312	\$1,485	\$1,705	\$1,925
SI	B/G		Art	Coordinator – SI	0.207	\$ 985	\$1,131	\$1,277
SI	N/A		Team Leader	Team Leader	0.477	\$2,270	\$2,607	\$2,943
SI	B/G		Instrumental Music	Director	0.589	\$2,803	\$3,219	\$3,634
SI	B/G		Student Council	Advisor	0.312	\$1,485	\$1,705	\$1,925
SI	B/G		Vocal Music	Director	0.589	\$2,803	\$3,219	\$3,634

APPENDIX E

SUPPLEMENTAL/EXTRACURRICULAR CONTRACT SALARY SCHEDULE

2014-2015

BA Step 0: \$35,959

					Current	0-3 Years Exp.	4-6 Years Exp	7+ Years Exp.
		Non-Sports	Activity	Position	Factor	Base = \$4,854	Base = \$5,574	Base = \$6,292
Building	Boy/Girl	Sport	Activity	Position	Factor	Base = \$4,666	Base = \$5,357	Base = \$6,049
All	B/G		Band Camp	Nurse	0.215	\$1,044	\$1,198	\$1,353
All	B/G		Destination/Imagination	Coordinator	Flat	\$1,500	\$1,500	\$1,500
All	B/G		Destination/Imagination	Coach (25)	Flat	\$ 240	\$ 240	\$ 240
All	N/A		Educational Technologist	Building Rep (Tied to State Grant)	Flat	\$1,000	\$1,000	\$1,000
All	N/A		Mentor Program	Leader	0.433	\$2,102	\$2,413	\$2,725
All	N/A		Mentor Program	Teacher (1Mentee)	0.173	\$ 840	\$ 964	\$1,089
All	N/A		Mentor Program	Teacher (2 + Mentees)	0.243	\$1,180	\$1,354	\$1,529
All	B/G		Special Olympics	Coordinator	0.243	\$1,180	\$1,354	\$1,529
All	N/A		Summer School	Director	Flat	\$3,500	\$3,500	\$3,500
All	N/A		After School Strings	Director	0.589	\$2,859	\$3,283	\$3,706
Elementary	B/G		Art	Coordinator	0.207	\$1,005	\$1,154	\$1,303
Elementary	B/G		Camp Kern	Teacher	0.086	\$ 417	\$ 479	\$ 541
Elementary	N/A		Grade Level Leader	Grade Level Leader	0.398	\$1,932	\$2,218	\$2,505
Elementary	B/G		Instrumental Music	Director	0.381	\$1,850	\$2,124	\$2,398
Elementary	B/G		Student Council	Advisor	0.173	\$ 840	\$ 964	\$1,089
Elementary	B/G		Vocal Music	Director	0.381	\$1,850	\$2,124	\$2,398
High School	B/G		Acad. Team Comp.	Advisor	0.277	\$1,345	\$1,544	\$1,743
High School	N/A		All Areas	Department Head	0.477	\$2,316	\$2,659	\$3,002
High School	B/G		Art	Coordinator	0.207	\$1,005	\$1,154	\$1,303
High School	B/G		Art Club	Advisor	0.207	\$1,005	\$1,154	\$1,303
High School	B/G		Band	Director	1.000	\$4,854	\$5,574	\$6,293
High School	B/G		Band	Assistant Director (3)	0.589	\$2,859	\$3,283	\$3,706
High School	B/G		Band	Assistant Director - Summer	0.190	\$ 922	\$1,059	\$1,196
High School	B/G		Drama Club	Advisor	0.243	\$1,180	\$1,354	\$1,529
High School	B/G		Fall Play	HS Fall Play	0.243	\$1,180	\$1,354	\$1,529
High School	B/G		Flag Corps	Flag Corps	0.589	\$2,859	\$3,283	\$3,706
High School	B/G		Inter. Language Club	Advisor	0.207	\$1,005	\$1,154	\$1,303
High School	B/G		Jazz Choir	Director	0.381	\$1,850	\$2,124	\$2,398
High School	B/G		JCOWA	Advisor	0.243	\$1,180	\$1,354	\$1,529
High School	B/G		Junior Class	Advisor	0.381	\$1,850	\$2,124	\$2,398
High School	B/G		Mock Trial	Advisor	0.277	\$1,345	\$1,544	\$1,743
High School	B/G		Muse Machine	Advisor	0.433	\$2,102	\$2,413	\$2,725
High School	B/G		Music Percussion	Director	0.650	\$3,155	\$3,623	\$4,090
High School	B/G		Musical	Director	0.312	\$1,515	\$1,739	\$1,963
High School	B/G		National Honor Society	Advisor	0.277	\$1,345	\$1,544	\$1,743
High School	B/G		Newspaper	Advisor	0.312	\$1,515	\$1,739	\$1,963
High School	B/G		Panther Express	Advisor (Marketing/Entrepreneur Teacher)	0.286	\$1,388	\$1,594	\$1,800
High School	B/G		Pep Band	Director	0.078	\$ 379	\$ 435	\$ 491
High School	B/G		Pride Committee	Advisor	0.207	\$1,005	\$1,154	\$1,303
High School	B/G		SADD	Advisor	0.433	\$2,102	\$2,413	\$2,725

High School	B/G		Senior Class	Advisor	0.347	\$1,684	\$1,934	\$2,184
High School	B/G		Student Council	Advisor	0.433	\$2,102	\$2,413	\$2,725
High School	B/G		Teen Counselor	Advisor	0.277	\$1,345	\$1,544	\$1,743
High School	B/G		Video Journalism	Advisor	0.312	\$1,515	\$1,739	\$1,963
High School	N/A		Videographer	Videographer	0.336	\$1,631	\$1,873	\$2,114
High School	B/G		Vocal Music	Director	0.650	\$3,155	\$3,623	\$4,090
High School	B/G		Vocal Music	Assistant Director	0.190	\$ 922	\$1,059	\$1,196
High School	B/G		Winterguard	Director	0.650	\$3,155	\$3,623	\$4,090
High School	B/G		Yearbook	Advisor	0.425	\$2,063	\$2,369	\$2,674
Junior High	B/G		Art	Coordinator	0.207	\$1,005	\$1,154	\$1,303
Junior High	B/G		Band	Director	0.589	\$2,859	\$3,283	\$3,706
Junior High	B/G		Band	Assistant Director	0.381	\$1,850	\$2,124	\$2,398
Junior High	B/G		Eighth Grade Trip	Chaperone	0.086	\$ 417	\$ 479	\$ 541
Junior High	B/G		Little Theatre	Jr. High Little Theatre	0.243	\$1,180	\$1,354	\$1,529
Junior High	B/G		National Honor Society	Advisor	0.243	\$1,180	\$1,354	\$1,529
Junior High	B/G		Newspaper	Advisor	0.312	\$1,515	\$1,739	\$1,963
Junior High	B/G		SADD	Advisor	0.173	\$ 840	\$ 964	\$1,089
Junior High	B/G		Show Choir	Director	0.381	\$1,850	\$2,124	\$2,398
Junior High	B/G		Spelling Bee	Advisor	0.043	\$ 209	\$ 240	\$ 271
Junior High	B/G		Student Council	Advisor	0.312	\$1,515	\$1,739	\$1,963
Junior High	N/A		Team Leader	Team Leader	0.477	\$2,316	\$2,659	\$3,002
Junior High	B/G		Vocal Music	Director	0.589	\$2,859	\$3,283	\$3,706
Junior High	B/G		Vocal Music	Assistant Director	0.190	\$ 922	\$1,059	\$1,196
Junior High	B/G		Winterguard	Director	0.243	\$1,180	\$1,354	\$1,529
Junior High	B/G		Yearbook	Advisor	0.312	\$1,515	\$1,739	\$1,963
SI	B/G		Art	Coordinator – SI	0.207	\$1,005	\$1,154	\$1,303
SI	N/A		Team Leader	Team Leader	0.477	\$2,316	\$2,659	\$3,002
SI	B/G		Instrumental Music	Director	0.589	\$2,859	\$3,283	\$3,706
SI	B/G		Student Council	Advisor	0.312	\$1,515	\$1,739	\$1,963
SI	B/G		Vocal Music	Director	0.589	\$2,859	\$3,283	\$3,706

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO BOARD OF EDUCATION

MEMORANDUM OF UNDERSTANDING**

Objectives Philosophy of Evaluation

The Springboro Community School District believes that employee evaluation is an ongoing process. Evaluations are used to improve the quality of instruction, to enhance job performance responsibilities and to focus on and emphasize professional development. Effective student learning is the ultimate goal of evaluations. It is a continuous, constructive and cooperative process wherein the individual being evaluated and the evaluator share a joint responsibility to work together to recognize effective instruction and the means and methods by which to improve student learning. It is a process meant to commend where commendation is warranted and create specific professional development plans and suggest means of improvement when needed. It is also a means for making decisions regarding employment.

Purpose of Evaluation

- a. To help employees gain a better understanding of the scope of their duties and responsibilities as reflected in the job description.
- b. To increase overall job performance with support from the administrator.
- c. To provide employees with feedback necessary to develop a professional growth or professional improvement plan.
- d. To provide a means for making appropriate contract recommendations.

As the parties transition to the Ohio Teacher Evaluation System (OTES) as required by Sections 3319.111 and 3319.112 of the Ohio Revised Code, the following procedure will be utilized for all employees. However, student growth measures will not be utilized for those employees whose assignment does not require at least fifty percent (50%) direct instruction with students.

An employee's teaching performance shall be assessed based on the OTES Standards for the teaching profession.

Evaluators

- a. An evaluator shall be a principal employed under a contract pursuant to Sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate / license named under Division (e), (f), (h), (j), or (l) of Section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

- b. By September 30 of each school year, each building principal will provide written notice to employees assigned to his/her building which head or assistant principal will be conducting the annual evaluation.
- c. An employee who travels between buildings shall be evaluated by the principal where he/she spends the majority of his/her time, unless mutually agreed otherwise.
- d. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, or ASSOCIATION involvement.

Evaluation Frequency and Procedure / Teaching Performance

- a. Each employee shall be evaluated annually. Exception shall be those employees receiving a rating as Accomplished. In such cases said evaluation shall be every other year.
- b. During an employee's first year of teaching with the BOARD, all observations shall be scheduled and announced.
- c. During the 2013-14 school year, all observations for all employees shall be scheduled and announced. Thereafter, only the first observation of the school year shall be scheduled and announced.
- d. A minimum of two (2) formal observations of at least thirty (30) consecutive minutes shall be conducted. There shall be at least ten (10) work days between formal observations.

Additionally, for those employees whose limited contract or extended limited contract is due to expire, a minimum of three (3) formal observations during the evaluation cycle in any school year shall be conducted unless the third observation is waived by the Superintendent / designee.

- e. For announced observations, a pre-observation conference shall occur between the principal and the employee. Within ten (10) work days after the observation, a post-observation conference shall be held between the principal and employee. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.
- f. Within ten (10) days after an unannounced observation, a post-observation conference shall be held between the principal and employee. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference or within ten (10) work days following the conference.

- g. By May 10, the employee shall receive a final formal written evaluation report, which shall include evidence to support the principal's analysis and teaching performance designation.
- h. The employee may submit any comments/responses concerning the evaluation he/she deems necessary.
- i. All observations, including walkthroughs as described below of teaching performance, shall be conducted with full knowledge of the employee.
- j. Observation and/or evaluation conferences shall not be scheduled the first week of school, the first day of the second semester for those employees teaching a semester class, or on the day before or after Thanksgiving, Winter and Spring break.
- k. All conferences shall be scheduled at a mutually agreeable time between the principal and the employee.

Walkthroughs

In addition to the observations described above, the principal shall use periodic walkthroughs as a means to observe an employee's teaching performance.

Upon the request of either the employee or principal a meeting shall occur after the walkthrough to discuss observations.

The teacher shall be provided a report of the walkthrough form electronically.

Evaluation Deficiencies

Formal observations and walkthroughs resulting in an Ineffective rating in any one of the standards shall result in the principal and employee developing a plan of action during the post-observation conference. All deficiencies identified by the principal shall be recorded in the plan of action and shall state the specific problem(s), the observed evidence to support said problem(s) and recommendations for improvement.

Completion of Evaluation Cycle

The summative evaluation of an employee shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation report shall be completed by May 10 and verified by both parties.

Student Growth Measures

- a. Student growth measures shall be used to support an employee's evaluation but shall constitute no more than fifty percent (50%) of the total evaluation rating/designation, unless otherwise altered by legislation.
- b. Data obtained from student growth measures shall not be used for employment decisions, including but not limited to, nonrenewal, termination, reduction in force and recall until the 2017-18 school year.
- c. Decisions regarding the development of student learning objectives shall be made by the Student Learning Objective Committee established in Article 5.05 D.

Professional Growth and Improvement Plans

Professional growth and/or improvement plans shall be developed in accordance with BOARD policy and state law.

Due Process

- a. An employee who disagrees with the summative evaluation rating shall be entitled to a hearing before the superintendent/designee. The employee shall have the opportunity to present information, evidence and data that disputes the area of the evaluation for which he/she objects. The employee will articulate the changes in the final evaluation report that he/she is requesting.
- b. The employee shall be entitled to ASSOCIATION representation at such hearing.
- c. The superintendent shall render a decision to the employee's objections within ten (10) work days of the hearing.
- d. The employee then has the right to grieve procedural errors and/or errors in student growth measures related to his/her evaluation in accordance to Article 4. The grievance shall commence at Step Four of the grievance procedure.

Contract Evaluation Procedures and State Statutes

- a. The parties state that it is their express intention and agreement that the evaluation procedures set forth in this Article are the sole evaluation procedures applicable in the Springboro Community City School District for the employees in the bargaining unit covered by this agreement and that such evaluation procedures, where applicable, comply with the requirements of 3319.111 and 3319.112.
- b. The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the employees' evaluation, the Evaluation Committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation policy and/or procedures defined within this Article/MOU.

Any alteration to the Memorandum of Understanding shall require approval/ratification from the BOARD and the ASSOCIATION membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

Evaluation Committee

The ASSOCIATION and the BOARD agree to establish a standing joint Evaluation Committee for the purpose of regularly reviewing the evaluation procedure and process, including the evaluation instrument.

Committee Composition

1. The committee shall be comprised of four (4) ASSOCIATION members appointed by the ASSOCIATION President and four (4) members appointed by the Superintendent. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. Committee members shall serve staggered terms of not more than two (2) years.

Committee Operation

1. The committee shall be chaired jointly by a committee member from the ASSOCIATION and a committee member from the administration.
2. Members of the committee will receive OTES training and be credentialed.
3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. One (1) task of the committee shall be to determine those conditions that would likely have an adverse impact on student growth measures, such as a long arm leaves of absence, the acceptance and mentoring of student teachers, changes in employee assignments, implementation of the common core state standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.
5. All decisions of the committee will be achieved by consensus.
6. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.
7. Members of the committee will receive release time for committee work and training.
8. The committee shall be authorized to utilize consultant(s) (Examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.,) as it deems appropriate. The cost, if any, shall be borne by the BOARD.

9. Any recommended changes to the provisions in the Memorandum of Understanding and Article VIII shall be submitted to the superintendent and ASSOCIATION president. Any alterations shall require approval / ratification from the BOARD and ASSOCIATION membership. Upon approval / ratification the parties shall enter a written amendment to the contract.

**SPRINGBORO EDUCATION ASSOCIATION
AND THE
SPRINGBORO BOARD OF EDUCATION

MEMORANDUM OF UNDERSTANDING**

The parties will mutually develop a Compensation Study and Review Committee. The SEA and the BOARD each pledge to work collaboratively with each other to review and examine the compensation structure for all members of the bargaining unit. Members of the committee shall include the SEA President / designee and four (4) members appointed by the president. The Superintendent and four (4) members appointed by the superintendent. Additionally, each party may include a representative / consultant of their choice.

The committee shall have the responsibility to examine and study teacher compensation to include, but not be limited to the following:

- The single salary schedule / steps;
- Career ladders options;
- Performance pay options;
- Competitive compensation in the education profession;
- Competitive compensation in comparable industries (i.e. level of education required, responsibilities, etc.);
- Alternative compensation structures.

The committee shall commence on January 15, 2014. At the first meeting ground rules shall be established including the means to set the agenda, note-taking / minutes, designation of chairperson / facilitator, etc. Additionally, the committee shall set dates and times for meetings throughout the year with meetings scheduled no less than on a quarterly basis.

By March 15, 2015, the committee shall submit a report of its findings and, based upon a consensus of the committee, include a recommendation to the SEA's and BOARD's negotiations team. The negotiations teams shall utilize the information contained in the report as a basis for discussion during negotiations.