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**AGREEMENT BETWEEN**

**THE**

**SPRINGFIELD LOCAL BOARD OF EDUCATION**

**AND THE**

**SPRINGFIELD EDUCATION ASSOCIATION**

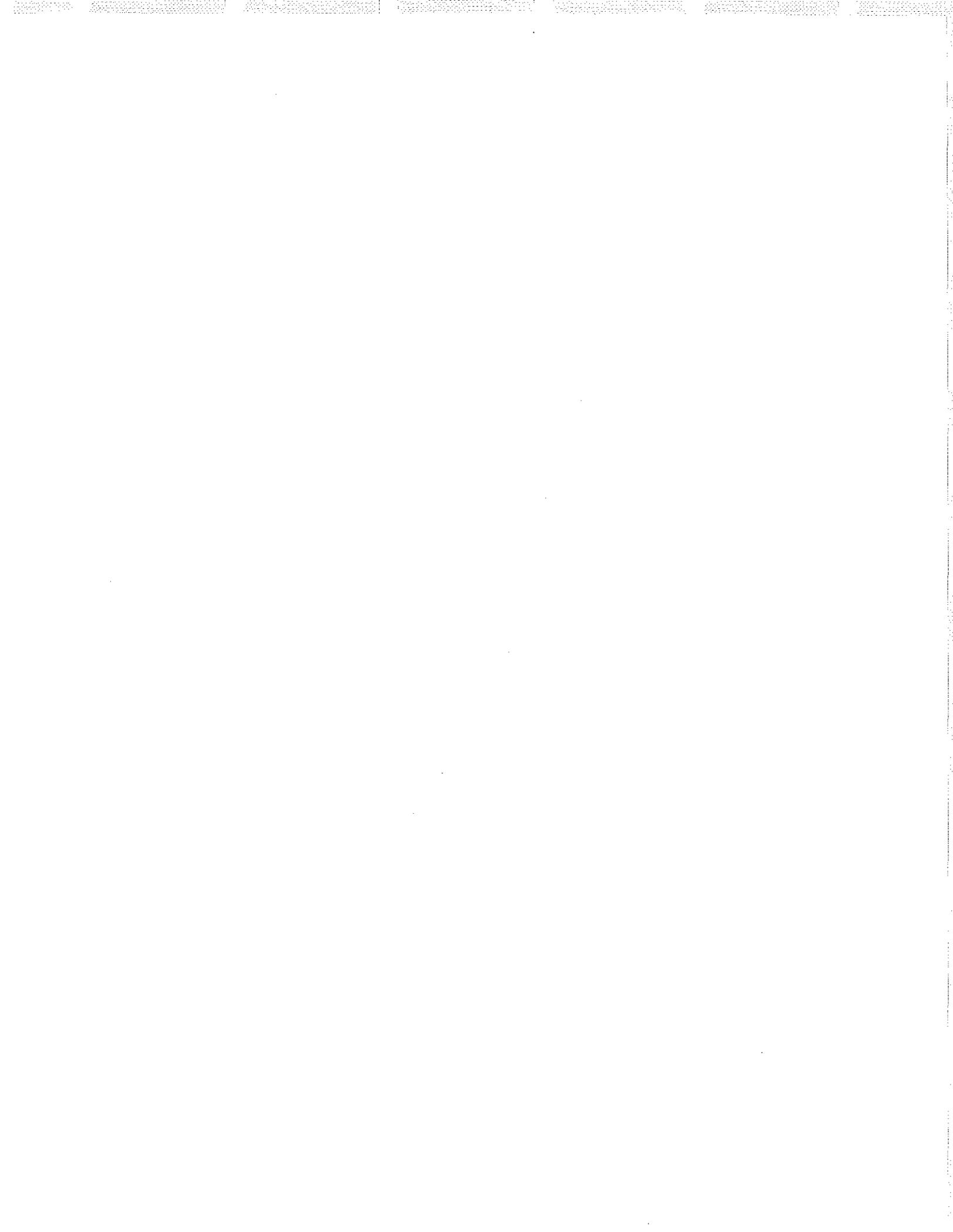
**JULY 1, 2015 THROUGH JUNE 30, 2016**

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## ARTICLE I

### A. RECOGNITION

1. The Board of Education of the Springfield Local Schools, hereinafter "Board", hereby recognizes the Springfield Education Association, hereinafter "Association", as the exclusive representative for regular full-time and part-time certificated staff members described below for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment and the continuation, modification or deletion of any existing provision of a collective bargaining agreement.

The bargaining unit for which the employer recognizes the Association shall be comprised of regular full-time and part-time certificated<sup>1</sup> staff members and shall exclude the Superintendent, Principals, Assistant Principals, the Assistant Superintendent, the Director of Instruction and Technology, the Director of Student Services, Athletic Director, Special Education Coordinator and Supervisors, performing under 3319.01, 3319.02, and 3319.011, daily substitutes, auxiliary service personnel, all personnel employed under an Instructional Support contract, any certificated employee who is hired under another association and all employees excepted from the definition of "public employee" under O.R.C. 4117.01 (C).

Full-time certificated staff member shall mean any member of the bargaining unit who is scheduled to work at least 30 hours each full work week or substitute who works sixty (60) or more days in the same position.

Part-time certificated staff member shall mean any member of the bargaining unit who is scheduled to work 20 hours or more each full work week, and who is not a full-time certificated staff member.

2. Members of the bargaining unit who are identified as retired and receiving payment from an Ohio teacher retirement system shall be subject to the full terms of the agreement with the noted exceptions:
  - They shall receive credit for ten years experience on the salary schedule. They shall be given full credit for their educational achievement.
  - They shall receive one year contracts and shall be automatically non-renewed each year.
  - They shall be excluded from the following:
    - a. achieving seniority, severance benefits ,and tuition reimbursement;
    - b. bidding on permanent positions
    - c. and, shall not be eligible to achieve continuing contract status.
    - d. participation in the district health insurance plans shall be at the employee's cost if hired after August 1, 2008.

Positions held by the aforementioned individuals shall be posted annually.

This subsection is intended to supercede any and all conflicting provisions of Ohio statutes.

### B. NEGOTIATIONS PROCEDURES

#### 1. PROCEDURES

##### a. Requests for Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than 110 days nor later than 90 days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification shall be sent to the State Employment Relations Board.

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<sup>1</sup> All references herein to "certificated", "certification" or "certificate" shall be deemed to include reference to "licensed", "Licensure" and "license".

b. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to eight (8) representatives each of the Board and the Association as well as a representative from the Ohio Education Association. The parties mutually desire the negotiating process to proceed in an orderly manner and to that goal agree to maintain decorum at the table. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

c. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time, both prior to and during negotiations, all documents that are public record or information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

d. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length.

e. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

f. Schedule of Meetings

Throughout negotiations, each meeting will conclude with establishing a mutually agreed time and place for the next meeting.

g. Observers

Each party may have an observer to serve as a resource person to address a specific problem or present information regarding insurance. Said observer is in addition to the regular negotiations teams. Attendance of an observer shall be known to the other party prior to the negotiation session. All media are excluded as observers.

**2. AGREEMENT**

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the Agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

**3. DISAGREEMENT**

The following constitutes a dispute settlement procedure mutually agreed to by the parties pursuant to Ohio Revised Code 4117.14 (C) (1) (d) and is intended to replace 4117.14 (C) (2) and (3), and to modify 4117.14 (C) (4) and (5) as follows:

If, forty-five (45) days prior to the expiration of the contract, the parties are unable to reach an agreement, either party may declare an impasse. Upon the declaration of impasse, a mediator from the Federal Mediation and Conciliation Service shall be called in to assist in the dispute. If no agreement is reached during such mediation and if the mediator declares that an impasse still exists, but in any event at least thirty-one (31) days prior to the expiration of the contract, unless the parties mutually agree to an extension, a fact-finding panel shall be appointed by the parties consisting of a representative of the Board, a representative of the Association, and a third member selected by them. If they are unable to select the third member within three (3) days, the third member shall be selected from a list of nine (9) qualified Ohio residents provided by the American Arbitration

Association. The fact-finding panel, acting by a majority of its members, shall under such rules as it may establish, issue findings of fact and recommendations on unresolved issues to the Board and to the Association not later than fourteen (14) days after its appointment, unless the parties mutually agree to an extension. Such recommendations may be accepted or rejected according to the procedures in Ohio Revised Code, Section 4117.14 (C) (6). Thereafter, the Association shall have the rights established by Ohio Revised Code, Section 4117.14 (D) (2).

4. **GENERAL**

As soon as practicable but not later than forty-five (45) days after ratification, the Agreement shall be printed with a Table of Contents including all appendices, in booklet form by the Board and distributed to all certified personnel. The Association shall be provided twenty-five (25) additional copies for their use. The cost of printing shall be borne equally by the Board and Association.

## ARTICLE II

### MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this Contract. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, and retain employees in positions; to suspend, demote, discharge, remove or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or funds or other legitimate reasons; to determine the methods, means, and personnel by which Board operations shall be conducted; and to direct the schedule, shift and location of the work of employees, including the sole and exclusive right to manage its operation, buildings and facilities and to direct the work force, subject only to the specific terms of this Agreement.

**ARTICLE III**  
**WORKING CONDITIONS**

**A. TEACHER WORK YEAR**

The teacher work year will not exceed 185 days. The work year shall consist of the following:

- a) One hundred eighty (180) student days;
- b) One (1) day, prior to the first student day, devoted to:
  - 2¾ hours for professional meetings, and
  - 4½ hours for room preparation;
- c) Three (3) days devoted to:
  - one (1) day of in-service on the first day that teachers report for duty,
  - one (1) day of in-service on the day of the general election occurring in the autumn (1<sup>st</sup> Tuesday in November), and
  - one (1) day after the end of the second trimester;
- d) The last days of the first and second trimesters will be early release days for all students. During this time, teachers will participate in 2½ hours of professional development following the student early dismissal time. District teacher work days will be the day after the end of the trimester, and will consist of 7¼ hours of work time. The last day of student attendance shall be a 7¼ hour day for teachers. The last teacher day will be a 5 hour day, inclusive of a 90 minute district meeting starting at 8:00 a.m.

**B. DELAYED STARTING TIME/CALAMITY DAYS**

When the student starting time is delayed, the teacher reporting time will be adjusted proportionately. On early dismissal days due to calamity, teachers may leave after the students' safety has been assured for that day.

School closure for reasons of emergency (*i.e.* weather or other catastrophe):

Days 1-5:

Teachers in grades K-12 will not report on emergency closure days 1-5.

Days 6-9:

For days 6-9, teachers will not report to the school, however, teachers shall be available during normal school day hours via electronic/digital media (email, Google docs, school telephone/voicemail or other classroom technology utilized by the district). Additionally, for school closure days 6-9 which are projected or foreseen, teachers will make every effort to assign student work prior to the closure.

Days 10<:

For day 10 and any subsequent days of emergency closure, teachers will not report to the school and the regular school day will be extended an additional 30 minutes for as long as is necessary to make up the missed days. If possible, the extended time will be initiated on the 6<sup>th</sup> school day after the 10<sup>th</sup> day is missed.

**C. FACULTY MEETINGS**

1. Nine (9) forty minute staff meetings per school year outside the regular teacher work day. Additional general faculty meetings may be scheduled outside the regular teacher day only after prior notification of at least 24 hours unless an emergency arises and, upon request, consultation with affected department chairpersons.

The Superintendent shall establish a home school for purpose of attending faculty meetings for teachers who travel between buildings. The Superintendent or home school principal may require a teacher to attend faculty meetings at schools other than the home school if the meeting pertains to that teacher's special area.

2. Once a month Teacher Based Team (TBT) meetings (9 total) to include all teachers, counselors, tutors and administrators will take place for 30 minutes. Meetings will be scheduled for two weeks after building staff meeting and will be completed at the end of the school day. TBT's will be modeled after the Ohio Improvement Process and will have no set BLT/Principal agenda. Teachers' teams will drive their own student-centered agenda. In the

event of an emergency closure on the day of TBT's, every effort will be made for each team to make up their team meeting in the same week.

	School Start Time	Meeting Start Time
SMS/SHS	7:30 A.M.	2:35-3:05P.M.
Dorr/Holloway	8:15 A.M.	3:15-3:45P.M.
Holland/Crissey	8:45 A.M.	3:45-4:15P.M.

#### **D. LUNCH PERIOD**

All teachers will have thirty (30) minute uninterrupted duty free lunch period.

#### **E. PLANNING TIME**

1. Teachers in grades K-5 will have scheduled time for instructional planning, evaluation, and conferences and collaboration to equal 245 minutes per week plus duty free recess of no less than 20 minutes per day
2. Teachers in grades 6-12 will have one duty free planning period per day.
3. In each elementary school, student lunch supervision may be performed by one (1) certificated teacher and one (1) non-certificated lunchroom monitor.
4. District wide grade level meetings (Prime Time) will be held 3 times a year as long as the state waiver has been approved.

#### **F. TEACHER WORK DAY**

The work day for teachers inclusive of recess, planning and preparation time, and lunch period shall not exceed seven (7) hours and fifteen (15) minutes, including a minimum of 10 minutes before and a minimum of 5 minutes after the instructional day. "Working Days" as used in this Agreement exclude Saturdays, Sundays, Board observed holidays and all school vacation periods.

On Prime Time days (subject to state approval), the total work day will not be more than seven hours and fifteen minutes. Four times a year, Prime Times for elementary teachers will be scheduled from 8:00 to 10:00 a.m.

#### **G. TRANSPORTATION OF STUDENTS**

Teachers will not be required to transport students to activities which take place away from the school building.

#### **H. SUCCEEDING YEAR'S SALARY & WORK ASSIGNMENT**

Annual written salary notices will be given only after a new salary schedule is adopted although an individual will be given his/her next year's salary schedule upon request.

All teachers shall be provided the following information concerning their next year's assignment in writing by the last teacher work day of the current school year:

1. Type of contract employee is under and duration.
2. Number of pay days and dates of same.
3. The school calendar in days and inclusive dates.
4. Tentative room assignment, subject(s) and grade(s) to be taught if different from previous year.
5. Provision for the signature and date of the teacher receiving the contract or notice.

**I. SCHOOL IMPROVEMENT LEADERS**

School Improvement Leader as follows:

1. Crissey 3
2. Dorr 3
3. Holland 3
4. Holloway 3
5. Middle School (6-8) English and Reading  
Social Studies  
Mathematics  
Special Ed.  
Science  
Health & Physical Education,  
Fine Performing and Applied Arts
6. High School (9-12) Science  
Mathematics  
English  
Social Studies  
Applied Arts  
Special Ed.  
Health and Physical Education & JROTC
7. Grades (6-12) Computer, Keyboarding, M.E. & Business  
Foreign Language
8. Grades K-12 Music

**J. OUTDOOR EDUCATION**

Coordination of the Outdoor Education programs will be the responsibility of the Administration unless mutually agreed otherwise by the Board and the Association.

**K. BUILDING TEMPERATURE & WATER SUPPLY EMERGENCIES**

Whenever an emergency exists regarding building temperature or water supply, the staff will be kept informed by the principal on progress in correcting the situation.

**L. PARENT-TEACHER CONFERENCES**

Parent-teacher conferences shall be governed according to the following:

1. When parent teacher conferences (district designated conferences) are to be scheduled beyond the regular work day, equivalent off work time will be provided for on a specific date within the approved district calendar.
2. When a teacher is absent from school on a teacher/parent conference day, a substitute will be provided on a succeeding day so that the teacher may organize and hold those conferences which were missed.

**M. SCHOOL CALENDAR**

1. The Superintendent or his designee shall meet and discuss the school calendar with the SEA Executive Committee at least one month before it is finalized by the Board.
2. To the extent practical, the parties will endeavor to avoid scheduling Friday as the first teacher work day, unless this would cause a Monday to be the last teacher workday.

**ARTICLE IV**  
**FACILITIES AND PRIVILEGES**

**A. FILING CABINET**

Every teacher will be provided with a two-drawer filing cabinet with a workable lock and key.

**B. STORAGE**

Space will be provided where a teacher may store instructional materials and personal belongings.

**C. TEACHERS' LOUNGE**

A teachers' lounge will be provided in each building that will also be suitable as a lunch facility separate from the student lunch facility.

**D. COMMUNICATION TOOLS**

Communication Tools, such as email and telephone (voicemail), will be provided to all teachers. Every attempt will be made to adequately respond to parent/guardian communication in a timely, professional manner.

**1. Electronic Grade Book**

In response to the important role that progress monitoring plays with respect to a student's academic growth, electronic grade books will be updated on a regular and timely basis.

**E. INSTRUCTIONAL MATERIALS WORK AREA**

Work areas will be provided within each school for required preparation of instructional materials by the staff. Procedures for use of restricted equipment will be developed in each building and communicated to staff members.

**F. ATHLETIC EVENTS**

All teachers will be entitled to attend free of charge all home athletic events.

**G. TEACHER MAILBOX**

Each teacher will be provided an individual mailbox.

**H. USE OF SCHOOL FACILITIES**

The Springfield Education Association as sole and exclusive bargaining agent shall have the exclusive right to the use of faculty mailboxes, faculty bulletin boards, and meeting rooms for teacher organization meetings.

## **ARTICLE V**

### **JOB DESCRIPTIONS**

The Association will have an opportunity to provide input in the development or revision of job descriptions affecting positions within the bargaining unit.

## ARTICLE VI

### SUPERVISION OF UNIVERSITY STUDENTS

#### A. ASSIGNMENT OF STUDENT TEACHERS

Teachers will not be assigned student teachers or any pre-service field experience participants unless they voluntarily consent to such assignment. Assistant Superintendent will, upon request, provide the Association with a current list of all such students, their assignments, and their cooperating teachers. Assignments are to be made on a rotating basis when possible.

#### B. SUPERVISING COMPENSATION

All monetary remuneration received by cooperating teachers for supervising student teachers and/or pre-service field experience participants shall be the property of the cooperating teachers.

Disposition of all non-monetary remuneration received by cooperating teachers for supervising student teachers and/or pre-service field experience participants shall be agreed upon by union and administration prior to the start of the school year.

#### C. STUDENT TEACHER MATERIALS

The Board agrees to make available to student teachers copies of texts, guides and building policies to assist them during their student teaching period if at all possible.

#### D. TERMINATION OF STUDENT TEACHER

In the event of serious problems which may result in termination of a student teaching assignment, the cooperating teacher shall, through the building principal, contact the Assistant Superintendent who shall immediately arrange for a conference between the cooperating teacher, the student teacher, the university supervisor and the building principal.

**ARTICLE VII**  
**CLASS SIZE AND STANDARDS**

**A. CLASS SIZE**

**1. SECONDARY LEVEL CLASS SIZE/WORK STATIONS**

Every effort will be made at the secondary level so that no teacher shall be assigned more students to any particular class than there are work stations in that particular room.

**2. TEACHER RATIO**

The ratio of teachers to pupils for grades K-2 shall be at least one full-time equivalent classroom teacher per twenty-five (25) pupils in ADM. For grades 3-12 the ratio of teachers to pupils shall be at least one full-time equivalent classroom teacher per twenty-eight (28) pupils in ADM. Said ratios shall be calculated in accordance with Sections 3317.02 and 3317.023 of O.R.C.

**3. CLASS SIZE REMEDIES**

The goal of Springfield Local Schools will be to maintain class size on a district-wide basis of one full time equivalent teacher per twenty-five (25) pupils at the K-2 level and twenty-eight (28) pupils at the 3-5 level. When a class size exceeds the goal of 25 pupils at the K-2 level or when a class exceeds the goal of 28 pupils at the 3-5; level, one of the following remedies will be exercised by administration.

- a. Leveling at the appropriate grade level within building.
- b. Transferring students to the appropriate grade level at another building.
- c. Employment of a certificated instructional assistant.
- d. Employment of an additional teacher.
- e. Exceptions with regard to numbers will be considered by a committee consisting of the principal, SEA designee, and affected teachers. Consensus on the decision will be reached in consultation with the superintendent.

**B. STUDENT PLACEMENT**

Student placement in secondary elective courses shall be made by the principal. The principal shall give consideration to the professional input of the teacher of that class whenever input is offered.

**C. STUDENT ADDITIONS TO CLASS**

Students being added to a class on a short term basis due to the unavailability of a substitute teacher for a given day or class period shall be made after prior consultation with the receiving teacher before the addition of the students.

**D. SPECIAL AREA CLASSES**

The Assistant Superintendent for Instruction and Personnel will coordinate the areas of Art, Physical Education, Music and Computer Education for grades K-5.

Reasonable effort will be made to balance the class sections in these areas on a system-wide basis.

Every effort will be made to implement special area schedules on the first day of school.

**E. ACADEMIC FREEDOM**

In keeping with the best traditions of education, the Board and the Association agree that teachers should have the right to teach without interference, harassment, pressure, or intimidation from persons or sources outside the educational community. It is mutually recognized that teachers do have a responsibility to present all material to their

classes in such a way as to contribute to the overall intellectual growth and general development of each child. Teachers shall be given adequate encouragement so that topics of a controversial nature may be explored openly and adequately within the classroom.

**F. ADMINISTRATION OF MEDICAL PROCEDURES**

Members of the Association shall not be required to provide medical services for which health care licensure or certification is required.

**ARTICLE VIII**  
**PERSONNEL FILES**

A teacher's access to his/her personnel files shall be granted by the appropriate administrator depending on which files are to be reviewed. Teachers shall be given immediate notification of any additions to or deletions from their personnel files. Teachers shall have the right to attach a position statement to any item placed in their files. Such notice shall not be required for any document presented by the teacher for filing or for any of the following documents: Employment and supplemental contracts, salary notices, Ohio teaching certificate, college transcripts, military records, medical records, evaluation documents (i.e. Professional Growth Instrument).

## ARTICLE IX

### LEAVES

#### A. PERSONAL

Personal leave shall be available, not to exceed three (3) days on a non-cumulative basis per school year. All requests for personal leave must be in writing and must be submitted to the Superintendent or his/her designee at least 72 hours in advance of the leave if possible. The employee requesting such leave shall be notified of the approval or disapproval within 24 hours after the time of request if at all possible. Falsification of personal leave will result in termination of employment.

No leave day or portion thereof will be granted to any staff member on the day immediately prior to or following a school holiday or vacation. Consecutive day use of personal leave days in May requires submitting a written request, stating the reason for the request and Superintendent approval. The Superintendent may grant an exception to this restriction if written application is made explaining the situation and where the need for the leave the day before or after a holiday or vacation is due to circumstances beyond the control of the staff member.

Such leave is subject to the following conditions:

Personal business that cannot be handled other than during scheduled work time.

Staff members will be paid at the end of the school year, ninety-five dollar (\$95) for each personal day not taken by said staff members during the school year.

#### B. SICK

##### 1. LEAVE ACCUMULATION

Certificated staff members shall accumulate sick leave at the rate of 1.25 days per month to a maximum of fifteen (15) days in any school year to be used for any of the following reasons:

a. Personal illness.

Pre-arranged physician or dental appointment for which a doctor's statement is provided may use sick leave.

b. Serious illness in the immediate family.

i. Serious illness is defined as illness which requires the teacher's presence.

ii. Immediate family is defined as husband, wife, children, or other members of the same household, or father, mother, brother, sister.

c. Death in the immediate family (as defined in b-ii above).

i. Five (5) days of sick leave may be used.

ii. One (1) day of sick leave may be used to attend the funeral of a relative other than the immediate family.

d. Group sick leave – Each year the district treasurer will determine the amount paid out to cover substitute teacher salaries for approved sick leave. The difference between the current year's amount and the subsequent year's costs will be divided equally among all teachers who are employed a minimum of one hundred seventy (170) days during the current school year and who have missed four (4) or fewer sick days and paid to those teachers the first pay after August 1<sup>st</sup> of each subsequent year.

##### 2. SICK LEAVE ADVANCEMENT

Up to five (5) days of sick leave may be advanced to a teacher after one day of duty in the current school year.

**3. AFFIDAVIT**

The Superintendent may require a teacher to furnish an affidavit indicating the teacher was absent for just cause and the circumstances contained in the affidavit may be verified as appropriate. Falsification of sick leave will result in termination of employment.

**4. UNUSUAL CIRCUMSTANCES**

Unusual circumstances shall be referred to the Superintendent of Schools for consideration.

**5. MEDICAL LEAVE OF ABSENCE**

When an employee requests a medical leave of absence of more than five (5) school days, a second medical opinion may be required by the Superintendent prior to placing an employee on a medical leave. The Board will designate and pay the physician for this examination.

If the opinion of the employee's physician conflicts with that of the Board's physician, then the two physicians shall jointly select a third physician to provide an opinion which shall be controlling. The cost of the third physician shall be paid by the Board.

**6. FORWARDED SICK LEAVE**

Certificated staff members entering the Springfield Local School System from any other Ohio Public school system shall see that a statement of their accumulative sick leave is forwarded from their former system to the Treasurer of the Springfield Local Schools.

**7. MAXIMUM SICK LEAVE**

Sick leave will accumulate to a maximum of 260 days. However, the maximum days of sick leave for the purposes of payment for unused sick leave/severance pay shall not exceed 240 days.

**8. SICK LEAVE POOL**

**a. Establishment**

A Sick Leave Pool shall be established for the purpose of providing bargaining unit members with continued paid leave when he/she has exhausted all other normally accrued paid leaves as a result of a catastrophic illness or injury of the employee, the employee's spouse or the employee's child or a catastrophic natural disaster affecting the employee.

**b. Application**

Application to draw days from this pool shall be made on the appropriate form to the Superintendent through the Association President and depending on the extent of the injury/illness and prognosis for return to regular employment, they may grant up to a maximum of thirty (30) days from the pool.

**c. Maximum Days**

The maximum days to be carried in the pool shall be one hundred eighty (180) days per school year and in the aggregate at any time. Each certificated staff member may donate up to two (2) days of sick leave from his/her individual sick leave accumulations each year until such maximum is attained. The Superintendent shall be notified in writing by the Association of all such donations.

**C. CHILD CUSTODY/MATERNITY**

A member of the professional staff who has been employed by the school district for at least two years and who becomes pregnant or adopts and/or assumes legal custody of a child under five (5) years of age shall be granted a leave of absence for a period of not more than one year. A one year extension of such leave may be granted.

Maternity (sick) leave may be used for a period of six weeks after the birth/adoption of a child. Any unpaid extension of maternity leave must be approved by the Board and is considered a leave of absence for a period of not more than one year.

Application for the leave shall be in writing and (unless bona fide and religious belief precludes consulting a physician) shall contain a written physician's statement of the expected date of birth, or the date of obtaining custody, the date on which the leave is to commence and the intended date of return to service. The application for the leave shall be submitted to the Assistant Superintendent at least three (3) weeks prior to the commencement of the leave, if at all possible. While on maternity leave, sick leave may be used while under a physician's care (normally six (6) weeks). A doctor's statement is required if additional time is needed because of complications of mother or additional time is needed because of complications of mother or child.

A certificated staff member upon return to duty at the expiration of a leave of absence shall resume the same teaching position, building assignment, and contract status as was held prior to such leave. While on leave the certificated staff member will receive no compensation or experience credit on the salary schedule.

A certificated staff member on a child custody/maternity leave who wishes to change the intended date of return to service shall notify the Assistant Superintendent at least two weeks prior to the new or old date of return, whichever is earlier. If the certificated staff member is requesting a return to service following a maternity leave, she must present a physician's statement indicating her ability to perform normal duties. Certificated staff members returning early from leaves will be given first consideration in filling vacancies or positions as they become available.

Certified staff may take up to a maximum of five days for paternity leave. Additional leave not to exceed a total of 10 days may be approved by the superintendent, or his or her designee.

Any leave by the father for the birth/adoption of a child will be governed by the provision for use of sick leave and FMLA.

#### **D. ASSOCIATION**

Released time will be granted to the president and vice president of the Association for the purpose of conducting Association business. The number of days is not to exceed a combined total of six (6) in any given school year.

Association business shall not be conducted during regular classroom instruction time nor in such a manner that interferes with normal school operations.

Delegates or alternates attending NEA, OEA, or NWOEA meetings shall receive leave for such attendance without loss of pay, or sick, or personal leave time and a substitute shall be provided when school is in session; however, expenses for the delegates shall not be paid by the Board.

#### **E. PROFESSIONAL**

Leave requests shall be submitted to the Assistant Superintendent for education related conferences, professional meetings, attendance of school related business or visits to other schools. Approved absences shall be without loss of pay and shall not be deducted from sick or personal leave. Falsification of professional leave will result in termination of employment.

#### **F. ASSAULT LEAVE**

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to cover certificated staff members absent due to any physical disability resulting from an assault under the following conditions:

1. Any certificated staff member who must be absent from his or her duties due to physical disability resulting from an assault by a student, an intruder on school property, or the parent or legal guardian of a student, while teaching or performing administrative duties, or in school related activities, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation during his or her period of disability. If permanently disabled, the certificated staff member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave", and shall not exceed twenty (20) days.

2. Before assault leave can be approved, the certificated staff member (if physically able) shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of the assault, names and addresses of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the certificated staff member shall also furnish to the Superintendent a statement of the nature of the disability and its probable duration which has been signed by a licensed physician.
3. Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment under 3319.16 O.R.C.
4. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the certificated staff member or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the certificated staff member is entitled. Covered certificated staff members will receive their full scheduled compensation under assault leave benefits for the period of disability not to exceed twenty (20) days, less any amounts received by the certificated staff member as compensation under the Workers' Compensation Act of Ohio for disability payments during the aforesaid period.
5. No payment shall be made or required for any period which the certificated staff member elects to take sick leave; however, the certificated staff member may also use sick leave after assault leave has been exhausted.
6. Nothing in this section or otherwise shall prohibit the certificated staff member's right for all benefits of every kind, nature and description prescribed by law (medical, partial and permanent benefits) exclusive of assignment as described in paragraph 4 above.
7. Payment of assault leave shall be at the regular rate of pay at the time of the assault, plus any adjustments granted if the teacher has been in regular service.
8. Payments shall be discontinued in the event that the certificated staff member begins to receive retirement benefits under the State Teachers Retirement System. In all other respects not covered by this section, the provisions of 3319.143 shall apply.
9. Nothing in this section shall be construed to cover injuries resulting from instances of negligence only.

#### **G. LEAVE OF ABSENCE**

1. A leave of absence is defined as a period of extended absence from duty by a staff member for which a written request is submitted and approval is given by the superintendent and the Board of Education. Any member of the professional staff who has served in the Springfield Local Schools for at least two (2) years may be granted a leave of absence for a period of not more than one school year. A one-year extension of the leave of absence may be granted upon a recommendation of the Superintendent with approval of the Board of Education.
2. Request for such leave shall be in writing and contain the following: the reasons for the request, the date on which the leave is to begin; and the date on which the staff member will return to duty. The request shall be submitted to the Superintendent at least four (4) weeks prior to the identified date on which the leave is to begin, and earlier if possible.
3. During the leave, the staff member shall not lose seniority status but will be responsible for maintaining the full cost of the health insurance program on an individual or a family plan, provided the leave is not eligible for family leave under section H. Also, while on leave, the staff member shall receive no compensation or experience credit on the salary schedule. No leave of absence shall be granted for employment in another occupation or business.
4. At the end of the leave and return to duty, the staff member shall notify, in writing, the Assistant Superintendent and confirm the date of return. Such notification shall be in writing by April 1 of their intent to return or not return unless other arrangements are made in writing and mutually agreed upon.
5. Upon return to duty, the staff member shall be entitled to a teaching position commensurate with the grade levels and or subject areas listed on the staff member's valid teaching certificate from the State of Ohio. Said staff member will be guaranteed a position but he or she may not be able to resume the same teaching position and same building assignment as was held prior to such leave. The contract status, however, shall be the same as that held prior to the leave.

6. Notification of approval of this leave request shall be made in writing by the Superintendent within two calendar weeks (14 days) of the date of the first board meeting held after receipt of the request by the Superintendent. Disapproval of leave request shall not be arbitrary or capricious.
7. Staff members shall be granted a medical leave of absence where illness or other disability is the reason for the request and is documented by a physician's statement. When the staff member has used all accumulated sick leave days and is still unable to return to work because of a continuing illness or medical problem as documented by a physician's statement, that staff member shall automatically be granted an unpaid leave of absence by the Board of Education subject to other relevant provisions of this policy as stated above, including the time limitations in paragraph 1 above. When an employee requests a medical leave of absence of more than five (5) school days, a second medical opinion may be required by the Superintendent prior to placing an employee on a medical leave. The Board will designate and pay the physician for this examination. If the opinions of the employee's physician conflicts with that of the Board's physician, then the two physicians shall jointly select a third physician to provide an opinion which shall be controlling. The cost of the third physician shall be paid by the Board.
8. Leaves of absence under this section G. may not be taken more frequently than once each five (5) consecutive years.

#### **H. FAMILY LEAVE**

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits shall be accorded to teachers eligible therefore under the Act and regulations issued pursuant to it.

## ARTICLE X

### ASSIGNMENTS, VACANCIES, JOB SHARING, AND TRANSFERS

#### A. DEFINITIONS:

1. The word "assignment" denotes teaching area or subject or grade level.
2. The word "reassignment" denotes a change in teaching area or subject or grade level within a building.
3. The word "transfer" denotes a change from one building to another.
4. "Seniority" is the number of years of continuous service in the Springfield Local School District, including time spent on approved leaves of absence.
5. The term "vacancy" denotes any of the following:
  - a. a newly created teaching position, 2) a teaching position (one that increases the total number of building teaching positions); or
  - b. a teaching position created by transfer, approved resignation, retirement, or leave of absence; or which is to be filled.
  - c. an extracurricular position created by transfer, approved resignation, retirement, or leave of absence and which is to be refilled.

#### B. PROCEDURE FOR ANNOUNCING VACANCIES

##### 1. VACANCY

- a. The Assistant Superintendent will notify all members of the certificated staff as soon as a written resignation has been received and approved by the Board, provided that a decision has been made to fill the vacancy. In the event that a decision to fill the vacancy is made, subsequently, the staff will be notified through the posting process as soon as the decision is made and the provisions of this Section will be followed. Vacancies will be posted electronically on AppliTrack for seven (7) calendar for seven (7) days and in the foyer of the administration building. Staff members will have five (5) calendar days from the date of notice posting to apply for a vacancy.
- b. Where a vacancy occurs because of expiration of a leave of absence (or resignation, retirement or death of the employee on leave), the position shall be posted and filled pursuant to this section provided that no employee shall be permitted to take a vacancy where the result is to cause the layoff or prevent the recall of another employee.
- c. If a staff member desires a building transfer for the next school year without a notified vacancy existing, he/she shall submit a completed transfer request form to the Assistant Superintendent by the last teachers' work day of the current school year. A file of such requests shall be kept by the Assistant Superintendent until such time as they become void. All such requests shall become void on the first teacher workday of each school year.
- d. A request for transfer without the existence of a notified vacancy will be viewed by the Assistant Superintendent as an application for a future vacancy. When the vacancy officially exists, the staff member will be contacted by the Assistant Superintendent, or his/her designee, and given the opportunity for an interview prior to interviewing candidates from outside the school district.
- e. The following criteria will be used when filling vacancies and transferring staff members between buildings:
  - i. Qualifications related to certification, training and experience for the particular position.
  - ii. If both a candidate from within the school system and from outside the school system possess equal qualifications for the position, the candidate from the school system will be given preference.

- iii. When the applicants with equal qualifications are employees of the school system, the choice between the equally qualified applicants will be made on the basis of seniority, and the professional judgment of administration as to which staff member is best suited to the unique features of the position.
- iv. Serious disruption within affected classes during the school year.

## 2. INVOLUNTARY TRANSFERS AND INVOLUNTARY RE-ASSIGNMENTS, JOB SHARES AND DISPLACEMENTS

Involuntary transfers will be governed by the following provisions:

- a. No vacancy will be filled by an involuntary transfer or re-assignment if there is another qualified staff member willing to fill said position.
  - b. Notice of involuntary transfer or involuntary reassignment will be given to teachers as soon as possible and prior to June 30th, unless an emergency situation develops after that date.
  - c. An involuntary transfer or re-assignment will be made only after a meeting between the teacher involved, the Assistant Superintendent, and at the teacher's election, a representative of the teacher's choosing from the Association.
  - d. A staff member shall not be involuntarily transferred or involuntarily reassigned more than once in any three (3) year period.
3. Employment opportunities for summer school, evening school, grant programs, and other instructional programs administered by the Springfield Local Schools will first be offered to staff members following the procedures stated in this Article.

## C. JOB SHARING

It is the understanding and agreement of the parties that job sharing will be at the discretion of the administration. In addition, these guidelines shall be followed:

1. Two teachers who wish to job share a position will meet with the building principal and the superintendent or designee to present their proposal. If the proposal for job sharing is accepted by the administration, the position changes will occur for the affected teachers for the next school year, and the job will not be posted. If a vacancy occurs as the result of a job share, that position will be posted.
2. If one teacher desires a job share, s/he will have to secure Springfield certificated staff to job share with, who has at minimum of 2 years of teaching in Springfield Schools.
3. Job sharing is discouraged at the K-2 level.
4. Both teachers in a job share will be expected to attend all faculty meetings, Prime Times, and any required professional development. On shortened school days, the time lost will be equally divided between the two teachers as much as possible.
5. The job share team should notify the building principal by April 30th in writing of their plans for the following year. At the end of a job share, the position will return to the person who originally had it. If this person does not want it, it will be offered to the other member of the job share team. If this person does not want it, it will be posted as a vacancy.
6. Seniority will not be lost through job sharing. However, the person who moved to a new position to job share will not be able to return to his/her original position. The teacher will be entitled to a teaching position commensurate with the grade levels or subject areas listed on his/her Ohio teaching certificate or license.
7. Insurance benefits will be prorated as directed by the contract. All other benefits will be divided in half to be shared equally.
8. Job sharing may not be used in conjunction with other employment outside of the school district during the normal school work day.

9. Job sharing teachers agree to sub for one another whenever possible. Teachers who substitute will be paid at the sub rate unless the other teacher is on unpaid leave; then the substituting teacher will be paid at his/her regular rate of pay.

#### **D. DISPLACEMENTS**

Except in the case of a one year posted position, prior to affecting an involuntary transfer, the following procedures shall be utilized when displacement of a teacher will occur as a result of a reduction in student enrollment:

1. The teacher to be displaced shall be identified by a committee consisting of the SEA president and a designee and the superintendent and a designee. The standards to be utilized by the committee shall include that it be fair/equitable, workable/manageable, legal, affordable/cost effective, mutually beneficial, acceptable/ratifiable, and understandable/simple. The committee may adopt and from time to time modify guidelines to assist it in carrying out its purpose. If no decisions can be reached by the committee, one of two FMCS mediators in the Toledo, Ohio office will assist in the decision.
2. A teacher displaced hereunder shall have the first right to and must select any current open position for which s/he is certified/licensed before vacant positions are posted for bidding under the contract. In the event of a subsequent opening, the teacher shall have the same right to bid the vacancy as exist under contract. If the position from which the teacher is displaced is restored at least ten days prior to the first teacher workday of the ensuing school year s/he shall be given the option to return to that position.

## ARTICLE XI

### EVALUATION

- A. All teachers shall be evaluated according to the Professional Growth Instrument and given assistance to improve performance where required. Evaluation shall be in writing and signed by the teacher and the evaluator.
- B. Every teacher will be provided with a copy of the formal observation report(s) and final evaluation summary and a right to rebut either. Notice of Intent to write a rebuttal must be given within three (3) working days with the rebuttal to follow within five (5) working days.
- C. All evaluations of the teacher's activities will be conducted openly and with the teacher's full knowledge and awareness.
- D. Formal Observation and Evaluations will continue regularly throughout the teacher's service.
- E. The Professional Growth Instrument, developed and reviewed by a joint committee (six members consisting of three teachers and three administrators) shall be utilized. Any changes made will be made in consultation with the joint committee.

**ARTICLE XII**  
**FAIR DISMISSAL**

**A. TERMINATION OF CONTRACT DURING CONTRACTUAL PERIOD**

The reasons and procedures for termination of a teacher's contract are set forth in Ohio Revised Code Sections 3319.16 and 3319.161. If during the term of this Agreement any revisions or additions to the above sections are made, representatives of the Board and the Association shall meet to mutually adopt provisions consistent with Ohio Revised Code as revised.

**B. NON-RENEWAL OF LIMITED TEACHING CONTRACTS**

The procedures for non-renewing a teacher's limited contract are set forth in Ohio Revised Code Sections **3319.11** and **3319.111**. For non-renewal of a limited contract, instead of the aforementioned procedure, the Board will take action on its intent to non-renew and written reasons for non-renewal of the professional staff member prior to May 1<sup>st</sup> of the concerned school year, and the staff member may request a hearing with the Board of Education. The Board will hold such a hearing at its next regular meeting, but no later than June 1<sup>st</sup>. At that time, the Board shall render its decision in public session and place into the official minutes of the Board the action taken by the Board. [To the extent that it is in conflict, the above procedure is intended to supersede the provisions of O.R.C. Sections **3319.11** and **3319.111**]

**C. LENGTH OF LIMITED TEACHING CONTRACTS**

The length of limited teaching contracts shall be as follows:

1. First Contract, one year
2. Second Contract, one year
3. Third Contract, one year
4. Fourth Contract and succeeding, three years.

**D. LIMITED SUPPLEMENTAL CONTRACTS**

All supplemental contracts shall be limited contracts, for a period of one year, and shall be deemed not renewed at the end of their term without further notice to the employee. The provisions of Section B, above, regarding reasons and hearings shall not apply to supplemental contracts. At its discretion the Board may re-employ incumbents in supplemental positions without first posting same as vacant.

**E. ADDITIONS TO PERSONNEL FILE**

Items to be placed in the teacher's permanent personnel file shall be discussed between the teacher and the administrator and shall be signed by the teacher to signify notification that the item will be placed in the file but not necessarily agreement with the content of the item. The teacher shall be provided the opportunity to write a rebuttal to the Administrator's conclusions. Written notice of intent to rebut must be given within three (3) working days and the rebuttal must follow within five (5) working days. All materials placed in the teacher's personnel file after initial employment will be open to the teacher except for those confidential recommendations from outside the district.

**F. DISCIPLINE/DEMOTION/DISCHARGE/TERMINATION**

Discipline, demotion, discharge or termination shall be only for just cause. The employer agrees to the application of the common standards of progressive discipline and these principles shall be followed. Discipline may include verbal reprimands, written reprimands, suspension without pay, or discharge, depending on the severity of the offense. This section does not apply to non-renewal, nor does it diminish the rights of an employee under Fair Dismissal.

**G. ASSOCIATION REPRESENTATION**

Whenever any bargaining unit member is required to meet with any employer representative concerning a disciplinary matter, the employee will be given prior notice of the time, place and nature of the meeting and shall be entitled to have present an Association representative.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

**A. DEFINITION**

A "Grievance" is defined as a claim by a bargaining unit member or the Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement or the application of a Board policy which has resulted in discipline to a bargaining unit member without just cause.

A "school day", for purposes of this Article, shall be defined as a date in which school is in session for students.

**B. INFORMAL PROCEDURE**

In the event that the grievant believes there is a basis for a grievance, the employee must first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or Association representative.

**C. FORMAL PROCEDURE**

**1. Step I**

No later than ten (10) school days after the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance. A copy of the completed form shall be given to the grievant and to the Association. Within three (3) school days of receipt of the Grievance Report, the Administrator shall meet with the grievant and/or Association Representative in an effort to resolve the grievance. The Administrator shall indicate, in writing, the disposition to the grievant and the Association within three (3) school days after such meeting.

Alleged violations which occur during the period of time beginning after the last working day of the school year and extending to the first day of classes of the following school year shall be subject to the following provision:

The employee shall have ten (10) school days from the first teacher day to submit a grievance at Step I.

**2. Step II**

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step I, the grievant, and/or the Association representative shall complete a written Grievance Report Form, Step II, and submit the same to the Superintendent. Within three (3) school days, the Superintendent or a designated representative shall meet with the grievant and/or Association representative. Within three (3) school days of the meeting, the Superintendent shall indicate, in writing, his disposition and forward a copy thereof to the grievant, the Association and Administrator(s) involved.

**3. Step III**

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition has been made within the above stated time limits in Step II, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent, within five (5) school days from the Step II answer, request for arbitration. A request for a list of nine (9) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules. The arbitrator shall have no power to alter, add to, or subtract from this agreement and rights herein contained, and the award shall be final and binding upon the parties. No more than one grievance at a time shall be heard at Step III without consent of the parties. The fees and expenses of the arbitrator shall be shared by the Board and the Association.

**D. GENERAL PROVISIONS**

**1. MULTIPLE BUILDING GRIEVANCES**

Grievances that relate to more than one building shall commence at Step II.

**2. TIME LIMITS**

The time limits provided for this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

**3. TEACHER RIGHTS**

Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.

**4. ARBITRATION RELEASE TIME**

The grievant and Association President or designee shall be released from regular duties for participation in the arbitration hearing.

## ARTICLE XIV

### LABOR MANAGEMENT COMMITTEE

#### A. CHAIN OF COMMAND

All communications relating to the business and operation of the Springfield Local Schools shall be relayed through the normal chain of command, i.e. to the building principal, then to the appropriate director or coordinator, next to the Superintendent and finally to the Board of Education.

#### B. MEETING AGREEMENT

The Superintendent and/or designee(s), Local Professional Development Committee, and the Association's Professional Rights and Responsibilities Committee and/or its representative(s) agree to meet and discuss with each other issues including but not limited to those in this Contract.

## ARTICLE XV

### REDUCTION IN FORCE

#### A. REASONS

When necessary, the Board of Education may reduce the number of teaching positions, but such reductions shall be limited to such reasons as:

1. Decline in student enrollment.
2. Return to duty of regular teachers after a leave of absence.
3. Suspension of schools or territorial changes affecting the school district.
4. Financial Reasons
5. Reasons permitted by Ohio State Law.

#### B. REDUCTION STEPS

In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools. Teachers whose contracts are suspended shall have the right to restoration to active service status in the reverse order of layoff when teaching positions become vacant or are created in which any of such teachers are/or become qualified. Teachers who had evaluations rated at "Ineffective" at the time of the reduction in force will not have recall rights.

##### Steps to Determine "Preference to Teachers"

Certification: Certification will be defined as all types of certification/licensure that are approved by the Ohio Department of Education.

Reduction in Force will be made in the following order unless prohibited by law:

1. Teachers on 1 year limited contracts who have received an "ineffective" rating based on formal observations and/or summative (year-end) evaluations within the last two years.
2. Part-time
3. Should an additional reduction in force need to be made to Full-time Limited Contract Teachers, a committee consisting of the Superintendent and designee, SEA President and designee, will conduct a blind review of the remaining teachers based upon all of the following criteria: Formal Observations, Evaluations (summative), record of attendance, licensure and endorsements (multiple subjects/grade levels) level of education, involvement in school/community activities, extra-curricular activities, licensure (difference levels, i.e. Master Teacher) and seniority.
4. Continuing Contracts based on criteria in #3 above

#### C. RECALL RIGHTS

Teachers whose contracts have been suspended shall have recall rights if and when teaching positions become vacant or are created for which they are certified, as follows:

1. The recall list for non-tenured teachers shall be maintained for a period of two (2) years, after which an employee whose limited contract has been suspended shall lose his/her right of recall.
2. Right to recall shall automatically terminate upon employment in another public school district. Teachers who had "unsatisfactory" evaluations at the time of the reduction in force will not have recall rights.

**D. NOTICE OF INTENT**

When staff reduction under this Article is necessary, the Superintendent shall give notice of the intent to recommend suspension of contracts to the Association and to all teachers so affected at least forty-five (45) calendar days prior to the effective date of the Board action to reduce staff.

**E. COBRA AVAILABILITY**

The provisions of COBRA shall be followed exclusively for continuation of health benefits. Those provisions shall be made available to each employee.

**ARTICLE XVI**

**NON-DISCRIMINATION**

The provisions of this Contract, and the wages, hours, terms and conditions of employment shall be applied in a manner which is not discriminatory and without regard to race, creed, religion, national origin, sex, age, disability, or marital status.

## ARTICLE XVII

### SENIORITY

"Seniority" shall mean length of continuous service in the district, shall begin with the first date the teacher reported for duty, and shall include all time on sick leave, all time on Board-approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during which the teacher's contract has been suspended if the teacher is reinstated.

1. Seniority shall be lost when a teacher resigns or voluntarily retires.
2. If two or more teachers have the same length of continuous service in the district, seniority shall be determined by:
  - a. The date of the Board meeting at which the teacher was hired, and then by
  - b. The date the teacher signed his initial limited contract in the district, and then by
  - c. The date on which the teacher submitted the first completed job application within the two-year period preceding the effective date of the teacher's first teaching contract in the district;
  - d. If any ties remain after a, b, and c, they shall be broken by lot.

**ARTICLE XVIII**

**PROVISIONS CONTRARY TO LAW**

The parties have intended to negotiate to the full extent permitted by ORC 4117.10. If any provision of this Contract is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Contract shall remain in effect.

## ARTICLE XIX

### FAIR SHARE FEE

The Springfield Board of Education shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Springfield Education Association, a fair share fee for the Association's representation of such non-members 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.

Notice of the amount of the annual fair share fee, which shall not be more than 100 percent 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.

Calculation of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the United Teaching Profession except that no deductions shall be made for newly-hired bargaining unit members until the second pay check, which period shall be the required probationary period for newly-employed bargaining unit members.

Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Payments by employees holding religious, conscientious objections shall be governed by O.R.C. Section 4117.09(C). The Association shall notify non-members of the internal rebate procedure. Such procedure shall provide for an internal rebate equivalent to the support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining and the Association shall insure that such rebate procedure complies with federal and state law.

Implementation of this fair share fee provision shall begin in the first paycheck received on or after January 15 or after sixty days of employment (whichever is later), by bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become members of the Association during the month of August/September.

Transmittal of fair share fees shall be made by the Board in accordance with OEA policy which, if altered, shall be supplied to the Treasurer at least thirty (30) days prior to the effective date of such alteration.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be subject to the conditions referenced to paragraph 2 of this Article as to the prescribed amount to be withheld by the Local Treasurer, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The SEA 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. Regarding designation of counsel in Fair Share Fee is to be interpreted as being the law firm of Kalniz, Iorio & Feldstein, unless the Board objects because of conflict of interest in a particular case—in which case the selection of counsel shall be submitted to final and binding expedited arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association;

- 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) such fair share fee provision herein.

## ARTICLE XX

### COMPENSATION, FRINGE BENEFITS AND REIMBURSEMENTS

#### A. BASIC SALARY

To be granted a year's experience on the salary schedule, an employee must have taught at least one hundred twenty (120) days for the Springfield Local Schools during the preceding school year(s) as listed in O.R.C. 3317.13 and 3317.14.

Placement on the salary schedule at Master's + 15 Semester Hours and Master's + 30 Semester Hours shall be for graduate credit earned after a Master's degree is received. The effect of this sentence is not to disallow previous course work that would have been recognized under the District's rules.

Every SEA member will be awarded a one time merit increase of three hundred (\$300) payable March 24, 2016.

#### B. EXTRACURRICULAR SALARY SCHEDULE

Extracurricular salary schedule as attached. Subject to the review by the Labor Management Committee provided for in Article XIV, Section C, extracurricular salaries and all monetary items in the contract shall be frozen for its duration.

#### C. PAY DAYS

1. Pay days shall be bi-weekly.
2. In any fiscal year in which the payroll schedule will create twenty-seven (27) pay dates, the last pay in June will be adjusted to the first working day of the new fiscal year. Pay periods shall then resume on a bi-weekly pay cycle two weeks from the first Friday in July.
3. Payments for coaching assignments will be made twice during the season, once half way through and upon completion of all duties.

#### D. TUITION REIMBURSEMENT

The Board will reimburse tuition and fees for a staff member who has completed graduate credit related to the education field. The amount of this reimbursement will be a maximum of \$900 for university terms commencing on July 1, 2015 and ending on June 30, 2016. A cap of \$40,000 will be applied to tuition reimbursement. If the requests for tuition reimbursement exceed \$40,000 during the period of July 1, 2015 to June 30, 2016, the individual reimbursement requests will be prorated to equal the \$40,000 amount in any year the \$40,000 amount is exceeded, subject to these conditions:

1. Teachers on a one year contract receive the amount of compensation prorated for one year. Course work must be related to current or future areas of certification as identified in the Individual's Professional Development Plan approved by the Local Professional Development Committee. Only coursework from universities approved by the Ohio Department of Education will be reimbursed.
2. Prior approval of the Superintendent.
3. A grade of "B" or "S" or better is necessary for payment.
4. Payment will be made after August 1, 2016.
5. No such payment will be made for courses used to meet minimum or temporary certification requirements. This provision does not apply to retraining under RIF provisions.
6. Tuition reimbursement will be prorated based on the length of service for employees hired after the effective date of this agreement and for teachers hired for one year positions. Total tuition dollars allowed for the period of the contract may be used in any year of the contract, subject to the \$40,000 cap.
7. If a stipend is paid for the course, the tuition reimbursement will be reduced by the amount of the stipend.

## **E. HEALTH INSURANCE**

The Board will make available the three (3) Paramount health care plans with coverage for the Health Maintenance Organization (HMO).

The monthly employee HMO contribution shall be thirty-one and nine-tenths (31.9%) of the premium amount for the high option plan; twelve and one-half percent (12½%) of the premium amount for the low option plan and zero (0%) for the HSA plan based upon the coverage selected effective January 1, 2016.

In addition, a prescription drug plan will be provided health care subscribers with the following co-payment schedule: Generic \$10 / Preferred \$20/ Brand \$30. Option A under the plan with a mail order prescription plan included, co pays for mail order are: 2x/2x/3x/NA. HSA: prescription are paid for out of the employee HSA account.

The Board agrees to set aside \$5,000 each school year for an employee wellness program to be administered by an employee/management committee.

Per Family Contract - Husband and wife one at no cost unless per Court decree two are required.

Subject to the approval of the insurance provider, as set forth below, the Board shall establish an Internal Revenue Code Section 125 plan that will permit each participating employee to select one or more of the following benefits:

1. Pre-tax hospitalization and prescription drug premium plan
2. Medical expense reimbursement account plan to a cap of \$2,400 per person
3. Internal Revenue Code Section 129 dependent care assistance plan.

The Board shall be the Administrator (as defined in ERISA) of the Section 125 plan and the plans and accounts thereunder. Establishment of this plan shall be subject to:

1. The agreement of the insurance provider to accept the duties delegated to it as third party administrator, including record-keeping, enrollment and administrative services, to be paid by the employee at the annual fee set by the insurer.
2. The agreement of the insurance provider to hold the Board harmless and risk-free under the plan; and
3. Any conditions imposed by the insurance provider.

The Board will provide a \$30,000 group term/paid-up life insurance policy with AD&D in accordance with coverages provided by American United Life Insurance Company, effective November 1, 1997, for each certificated staff member.

A District wide advisory Health Insurance Committee with equal representation of labor (representatives of each unit) and Administration has the authority to negotiate coverage changes and other health insurance design modifications which shall require concurrence of the Administration and both of the bargaining units.

## **F. DENTAL INSURANCE**

The Board shall provide group dental insurance substantially equivalent to the program outlined by Core Source

## **G. VISION INSURANCE**

So long as it remains available at no cost to the Board, the Board will endorse a vision insurance policy as an elective to the insurance plans offered. The employee will pay 100% of the cost if he/she elects to participate in vision coverage. All cost increases are the responsibility of the employee.

## **H. BENEFITS SUMMARIES**

The Board shall maintain a copy of the then current master plan agreements for all policies and carriers referred to in subsection E and F of this Article at the Administration Building and shall provide then current copies of the benefits summaries for the above-referenced plans in the office of each school building and to each teacher.

## **I. TEACHERS AS SUBSTITUTES**

The Board will pay \$75 per day to a classroom teacher if called upon to substitute by doubling classes for a day, or if substitution involves less than a full day at the rate of \$75 per day and \$15 per hour. Any elementary teacher substituting in the areas of art, music, or physical education or any teacher K-12 who substitutes or supervises another class during his/her planning period will be paid at the hourly rates as stated in the first sentence above.

An inclusion specialist who is reassigned to cover classes for a day, for another teacher, will be paid a reassignment stipend of \$37 per day.

## **J. GUIDANCE COUNSELOR COMPENSATION**

1. Guidance Counselor - Recognition will be given to the work of guidance counselors during the school year over and above the regular work day and they will be compensated through an appropriate extended service contract at the current per diem rate. Prior approval in writing by the Superintendent is required for compensation.

## **K. PAYMENT FOR UNUSED SICK LEAVE/SEVERANCE PAY**

1. Any certificated staff member with ten (10) years or more of service with the Springfield Local Schools shall be paid for unused sick leave at his/her retirement under the State Teachers Retirement System a sum equal to the certificated staff member's daily rate of pay at termination of employment, excluding supplemental salary for 31.25% of the certificated staff member's total accumulated sick leave. Sick leave transferred to a subsequent employer shall not remain "accumulated" hereunder.
2. Any certificated staff member with less than ten (10) years of service with the Springfield Local Schools shall be paid for unused sick leave at retirement, a sum equal to the certificated staff member's daily rate of pay at retirement, excluding supplemental salary for one-fourth of the certificated staff member's total accumulated sick leave days to a maximum of 140 days. The maximum payment hereunder shall be for 35 days.
3. For the purposes of this section, retirement shall mean disability or service retirement under the State Teachers Retirement System. Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the appropriate form, or if none, to the surviving spouse of the employee if permitted by law, or if not permitted by law to be so paid, then to the estate of the deceased employee.
4. Payment under this section shall be made to the employee in one of the following manners:
  - 1) Payments under this article of \$1,000 or more shall be made to the employee in one lump sum to a Board of Education approved accumulated benefits plan.
  - 2) Payments under \$1,000 shall be made directly to the employee.

Payment to the plan or the employee shall be considered to eliminate all sick leave credit accrued but unused by the employee at the time of payment.

5. In addition to severance pay described in J-1, an additional day's pay shall be provided to a teacher who retires effective on the last contracted teacher day and who provides notification of that retirement to the superintendent by March 15 of the current school year.

## **L. MILEAGE REIMBURSEMENT**

Employees required to drive as part of their teaching duties will be reimbursed at the then current IRS rate upon approval of the Superintendent or his/her designee.

**M. MOVEMENT ON PAY SCHEDULE**

When a teacher has qualified for a higher salary bracket, he/she must file an official transcript indicating the additional training. Certificated staff members will be placed in the appropriate bracket the first pay in the month following receipt of an official transcript.

**N. BUS DUTY**

If elementary bus duty for the certificated staff member assigned to that duty on a given day extends beyond the established teacher work day by more than one-quarter (1/4) hour, the certificated staff member shall be compensated at the rate of \$17 per hour for each hour or portion of an hour beyond the first quarter-hour of extended duty.

All requests for compensation under this provision shall be on the standard Extra Bus Duty form, signed by both the requesting teacher and the principal, and forwarded to the Superintendent's office within ten (10) calendar days of the date of the extended bus duty.

**O. SALARY AND BENEFITS FOR PART-TIME CERTIFICATED STAFF MEMBERS**

Fringe benefits for regular part-time certificated staff members who work 20 hours or more per week shall be on a prorated basis. Members of the bargaining unit who are employed less than full time will be paid on a prorated basis for instructional and planning time.

**P. DETENTION SUPERVISOR**

The After School (or Saturday) Detention Supervisor will be compensated at a rate of \$25 per hour.

**Q. EXTRACURRICULAR ACTIVITIES PARTICIPATION**

Teacher participation in extracurricular activities shall be strictly voluntary. Teachers shall be granted released time or be paid \$21 per hour for curriculum development or revision.

**R. STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

1. The Board of Education of the Springfield Local School District herewith agrees with the Springfield Education Association to pick-up at no cost to the Board and utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of unit members under the following terms and conditions:
  - a. The amount to be "picked-up" on behalf of each employee shall be the prevailing rate per the Ohio Revised Code, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
  - b. The amount shall be uniformly applied to all members of the bargaining unit.
  - c. The pick-up shall become effective on the date of signing of this Contract and shall apply to all compensation including supplemental earnings thereafter.
2. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

**S. ENROLLMENT OF TEACHERS' CHILDREN**

Each member who had children enrolled in Springfield Local Schools as of July 1, 2006, may continue to enroll her/his children and any siblings not presently enrolled as students free of liability(ies) for tuition. Members who have no children enrolled as of the effective date of this contract may not enroll free of tuition liability.

**T. ACCOMMODATIONS FOR SPECIAL EDUCATIONS NEEDS**

Employees having IEP's scheduled outside the normal school day with approval of the Superintendent's designee will be compensated in the same amount as is provided for curricular work. The Superintendent or designee shall have the discretion to provide release time, as needed by extraordinary special education duties.

**U. SUMMER COACHING**

An amount equal to that distributed to summer coaches between the 2003-2004, 2004-2005 school years, will be distributed to summer coaches at the discretion of the Athletic Director.

**V. MISCELLANEOUS**

1. Effective the first pay of the 2013-14 school year teachers will be granted a step increase and a recovery step increase from the 2012-13 school year.
2. A committee to look at supplemental salary scale will be convened to make recommendations to the negotiating committees for the 2014-15 school year.

**W. SEA STIPENDS**

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the local SEA members according to the SEA Constitution and Bylaws for their service in such offices for the SEA locally. The Association shall certify the stipend amounts to the Board's Treasurer/CFO, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board upon invoice from the Treasurer/CFO for the total cost of stipends, including any applicable retirement and other payroll costs.

## ARTICLE XXI

### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) SPRINGFIELD SCHOOLS

- A. The purpose of the Springfield Schools LPDC is to oversee and review:
1. Individual Professional Development Plans. Individual Professional Development Plans need to be relevant to the goals of the educator, the school and/or the district. District level goals and building level goals shall be used by the LPDC for their work in reviewing professional development plans.
  2. License Renewal Plans for course work, continuing education units, and/or other educational activities and
  3. renewal of teacher/administrator licenses and certificates.
- B. The membership of the Springfield Schools LPDC shall consist of five members, three of whom are teachers and two who are administrators for the review of teachers' Professional Development Plans. The teacher members shall be appointed by the SEA, and the administration members, by the superintendent. In the event of a vacancy, the committee member shall be replaced by appointment, teacher by the SEA, administrator by the superintendent.
- C. Members of the committee must have three years of experience in the Springfield Schools.
- D. The filling of teacher committee positions will not be subject to any other procedure included in this contract between the SEA and the Administration. Committee members, beginning new terms, shall be selected by April 15.
- E. The chairperson of the committee shall be determined by a majority vote of the committee members. A secretary shall be selected in the same manner.
- F. The term of office for members on the committee shall be two years. Terms will be staggered with two teachers and one administrator appointed in the first year for three year terms, and one teacher and one administrator appointed in the first years for two year terms.
- G. The LPDC shall meet once during each quarter during the school year on the same day of the month and also on an "as needed" basis including the summer months. LPDC meetings will be held after school hours.
- H. All decisions require a majority vote. A quorum shall consist of four members present in order to conduct LPDC business.
- I. Whenever an administrator's licensure plan is to be considered for approval, the majority of the LPDC for that purpose must consist of administrators.
- J. All meetings of the LPDC shall be open meetings. All records of the LPDC shall be public records. Minutes of the meeting and record of actions of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies. Storage of LPDC files and materials will be maintained in a secure location.
- K. The first meeting after the April 15 selection of new members shall include both current and new LPDC members. This meeting will be the last meeting for members whose term is completed.
- L. Appeals shall be handled by the Lucas County Educational Service Center LPDC as long as it exists. Otherwise the committee shall determine an appeals process in accordance with the Ohio Department of Education regulations/guidelines when they become available.
- M. LPDC Block Grant funds will be used to support the work of the LPDC.

## ARTICLE XXII

### NO STRIKE, NO LOCK-OUT

Neither the Association nor any certificated staff member will directly or indirectly cause or engage in any work stoppage, strike, or "sick out", of any kind whatsoever in the performance of his/her assigned duties or those of his/her fellow certificated staff members within the bargaining unit during the term of this entire Agreement, it being the understanding that "entire Agreement" includes all monetary and non-monetary provisions.

During the term of this Agreement, the Board shall not "lock-out" members of the bargaining unit. A "lock-out" is defined as a refusal to permit employees to work for the purpose of forcing the Association to accept a contract modification.

**ARTICLE XXIII**

**INTEGRATION PROVISION**

It is understood and agreed by and between the parties that this Agreement constitutes the entire Agreement between the parties, abrogating any/and all prior verbal or written agreements or understandings whatsoever not specifically incorporated herein during the term of this Agreement.

## **ARTICLE XXIV**

### **PROCEDURE OF COMPLAINT**

When a complaint is received, the Procedure of Complaint in Board policy KLD shall be followed. Any changes to the Complaint Procedure (KLD-R) will be by mutual agreement between the Board and Association. Any discipline resulting from the Procedure of Complaint will be subject to the Grievance Procedure.

**ARTICLE XXV**

**CREATION OF OPPORTUNITY SCHOOL**

The SEA and the Board of Education have entered into an agreement to develop an online opportunity school. The purpose of the school will be to give students at Springfield the option when choosing to transfer to an online charter school. The goal is to prevent further defections and potentially bring back students currently enrolled in online charter schools. This will also be used for credit recovery at the high school. There will be a teacher position added. This person will be a member of the SEA, but their hours will be flexible not to exceed 7.25 hours/day.

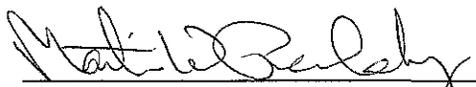
ARTICLE XXVI

DURATION, RENEWAL

Except as specified herein, this agreement shall be in full force and effect from July 1, 2015 and shall expire at 11:59P.M. on June 30, 2016 on language, salary and benefits.

This agreement has been executed on this 1st day of July, 2015 by:

For Springfield E.A.

  
Chairperson, Negotiating Committee

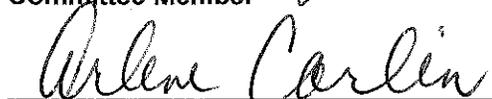
  
President S.E.A.

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

For Springfield BOE

  
President

  
Superintendent

  
Treasurer

  
Committee Member

\_\_\_\_\_  
For the OEA/NEA

**SALARY SCHEDULE**

**July 1, 2013**

YEARS EXPERIENCE	Base: 35,133				
	B.A.	B.A.w/150	M.A.	M.A.+15	M.A.+30
Step 0	35,133	38,035	39,802	41,207	42,620
	1.0000	1.0826	1.1329	1.1729	1.2131
Step 1	37,944	40,052	41,699	43,105	44,499
	1.0800	1.1400	1.1869	1.2269	1.2666
Step 2	39,349	41,692	43,565	44,970	46,376
	1.1200	1.1867	1.2400	1.2800	1.3200
Step 3	40,754	43,326	45,434	46,829	48,245
	1.1600	1.2332	1.2932	1.3329	1.3732
Step 4	42,160	44,970	47,314	48,726	50,124
	1.2000	1.2800	1.3467	1.3869	1.4267
Step 5	44,092	47,138	49,713	51,119	52,524
	1.2550	1.3417	1.4150	1.4550	1.4950
Step 6	45,497	48,772	51,582	52,977	54,389
	1.2950	1.3882	1.4682	1.5079	1.5481
Step 7	46,903	50,416	53,469	54,874	56,273
	1.3350	1.4350	1.5219	1.5619	1.6017
Step 8	48,308	52,064	55,334	56,740	58,145
	1.3750	1.4819	1.5750	1.6150	1.6550
Step 9	49,713	53,690	57,204	58,609	60,014
	1.4150	1.5282	1.6282	1.6682	1.7082
Step 10	51,646	55,861	59,610	61,015	62,421
	1.4700	1.5900	1.6967	1.7367	1.7767
Step 11	53,051	57,854	61,483	62,888	64,293
	1.5100	1.6467	1.7500	1.7900	1.8300
Step 12	54,456	59,136	63,352	64,747	66,162
	1.5500	1.6832	1.8032	1.8429	1.8832
Step 13	55,861	60,770	65,231	66,637	68,007
	1.5900	1.7297	1.8567	1.8967	1.9357
Step 14	57,267	62,403	67,111	68,516	69,922
	1.6300	1.7762	1.9102	1.9502	1.9902
Step 16	58,672	64,037	68,991	70,396	71,801
	1.6700	1.8227	1.9637	2.0037	2.0437
Step 18		65,671	70,870	72,276	73,681
		1.8692	2.0172	2.0572	2.0972
Step 20	60,077	67,304	72,750	74,155	75,561
	1.7100	1.9157	2.0707	2.1107	2.1507
Step 23	61,483	68,938	74,630	76,035	77,440
	1.7500	1.9622	2.1242	2.1642	2.2042
Step 25			76,509	77,914	79,320
			2.1777	2.2177	2.2577
Step 27			78,389	79,794	81,199
			2.2312	2.2712	2.3112
Step 29	62,888	70,572	80,268	81,674	83,079
	1.7900	2.0087	2.2847	2.3247	2.3647