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## SPRINGFIELD BOARD OF EDUCATION

and the

## SPRINGFIELD LOCAL CLASSROOM TEACHERS ASSOCIATION

SEPTEMBER 1, 2016 - AUGUST 31, 2019



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## PREAMBLE

THIS AGREEMENT made and entered into by and between the Board of Education of the Springfield Local School District and the Springfield Local Classroom Teachers Association, an affiliate of the Ohio Education Association and the National Education Association, is as follows:

### ARTICLE I. RECOGNITION

#### 1.01 Statement of Recognition

The Springfield Local Board of Education, hereinafter referred to as the Board, recognizes the Springfield Local Classroom Teachers Association, hereinafter referred to as the SLCTA, as the sole and exclusive employee representative for the bargaining unit of employees defined in Section 1.02 below as employed or hereinafter employed by the Board.

#### 1.02 Definition of Bargaining Unit

The bargaining unit represented by the SLCTA shall be defined as follows:

##### 1.021 Inclusion

Included in the bargaining unit shall be all professional certificated full-time and part-time personnel employed by the Board.

##### 1.022 Exclusions

Excluded from the bargaining unit shall be all supervisory and managerial certificated personnel and non-certificated personnel, certificated substitute personnel employed on a casual basis for fewer than sixty (60) consecutive workdays in the same bargaining unit position, provided that such service shall not be deemed to be interrupted by arbitrary action, sick days of the substitute, calamity days, workdays which are not pupil attendance days and on which the substitute is not requested to work, summer recess, nor by other similar interruptions other than the return of the regular employee from leave, and further provided that such days of absence shall not count toward the sixty (60) consecutive workdays.

##### 1.023 Application

No employee shall be required to perform supervisory or managerial responsibilities.

### 1.03 Definitions

The terms listed below when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Day: A calendar day.
- C. Workday: A day on which an employee is scheduled to report for work. During the summer recess, a day on which the central administration office is open.
- D. Immediate Supervisor: The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by SLCTA.
- E. Superintendent: The Superintendent of the Springfield Local School District or his/her designated representative.
- F. SLCTA: The Springfield Local Classroom Teachers Association.
- G. Board: The Board of Education of the Springfield Local School District.
- H. Seniority:  
The longest uninterrupted service as an employee, beginning with the first day worked under contract with the Board. Except as specified at Section 5.053 of this Agreement, seniority shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement, by disability retirement, or by any layoff and shall continue to accrue during any such leave or layoff for up to two (2) years from the effective date of such leave or layoff and for up to five (5) years from the effective date of such disability retirement.

#### 1. Exceptions

- a. Seniority shall not be deemed to be interrupted for an employee who leaves the bargaining unit, but returns within one year.

An employee who leaves the bargaining unit, but returns after one year, shall retain earned seniority to the date he/she left the bargaining unit.

- b. Service rendered beyond the school year or beyond the school day will not be counted toward seniority.

- c. Seniority for part-time employees who render service during the workday shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by  $7\frac{1}{4}$ , then by 184.

2. Additional Criteria for Determining Seniority

If the seniority of two or more employees is equal, the additional criteria for determining seniority, in the following order, shall be:

- a. The earliest date of hire by Board action.
- b. The earliest date of application for employment by the Board.
- c. The longest service in any employment position with the Board.
- d. By coin toss.

1.04 Employee Rights

1.041 Employees are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.

1.042 Employees have the right to participate in professional and civic organizations for their personal benefit and interest.

1.043 Employees have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

1.044 Employees have the right to join, to participate in negotiations, membership representation, grievance processing, office-holding, or assisting the employee organization, and the right to refrain from such without intimidation, coercion, reprisal or discipline in any form.

1.05 SLCTA Rights

The SLCTA shall have the following sole and exclusive rights.

1.051 Bulletin Boards

The faculty representatives/officers of the SLCTA shall have the use of a bulletin board in each building designated for SLCTA announcements.

#### 1.052 Payroll Deductions

Payroll deduction of membership dues in accordance with the following provisions:

- A. The Board agrees to deduct dues from the pay of certified/licensed employees when so authorized in writing by each employee.
- B. The deductions for those previously on payroll deduction or those so notifying the District Treasurer shall be made equally from each paycheck beginning not later than the first paycheck in the month of October and continuing through the last paycheck.
- C. Individual authorization forms for dues deductions shall be furnished by the SLCTA and when executed shall be filed by the SLCTA with the District Treasurer.
- D. Dues deductions shall be transmitted by the District Treasurer to the SLCTA Treasurer.
- E. The right to refund to the employee monies deducted from their pay shall lie solely with the SLCTA.

#### 1.053 Announcements - Faculty Meeting

Permission to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal. Permission to make announcements shall not be unreasonably withheld.

#### 1.054 Announcements - Public Address System

Use of the building public address system to make announcements subject to the prior approval of the building principal. Permission to make announcements shall not be unreasonably withheld.

#### 1.055 Use of Equipment

The SLCTA faculty representatives/officers shall have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, when such equipment is not otherwise in use subject to prior approval of the building principal.

- A. The use of school equipment is strictly to service the legitimate business of the SLCTA as it relates to the membership.
- B. Supplies in connection with use of such equipment shall be furnished or paid for by the SLCTA.

1.056 Use of School Building

SLCTA use of a school building shall be permitted provided that advance approval has been received from the building principal.

1.057 Association Activities

When it is necessary for official representatives of the SLCTA to engage in SLCTA activities directly relating to the SLCTA's duties as representatives of the employees, during the school day, they shall be given such released time, without loss of pay or other leave, to a maximum of six (6) days per year upon authorization of the SLCTA President to the Superintendent. The Superintendent may approve additional days upon request.

1.058 Board Agenda

A copy of the full Board agenda and minutes of each Board meeting, the same as that furnished Board members, shall be provided to the SLCTA President at the time it is made available to the Board members. The SLCTA President shall be permitted to address the Board in accordance with Board policy.

1.059 New Employees

Names and addresses of new employees shall be made available to the SLCTA prior to the first day on the adopted school calendar.

1.0510 Use of Mailboxes

The SLCTA shall be entitled to utilize employee mailboxes and to use the inter-school mail as it exists.

1.0511 Directory Listing

The Board shall make available to the SLCTA President a directory listing the names, addresses, phone numbers, and job assignments of all employees on record.

1.0512 Fair Share Fee

The SLCTA recognizes its obligation to represent fairly all employees regardless of whether they are members of the SLCTA. For this service, the

SLCTA may assess a fair share fee against employees who are not members of the SLCTA in accordance with the following provisions.

- A. Upon notification by the SLCTA of the amount of the fair share fee and the employees to be assessed, the Board shall deduct the fair share fee from those employees' pay in equal installments from each paycheck beginning with the pay period immediately following such notification. Such deduction by the Board does not constitute approval of the SLCTA's Fair Share Fee Procedure or any opinion as to its legality.
- B. Nothing in this Section shall be constructed to permit the SLCTA to assess a fair share fee against any bargaining unit member during the first sixty (60) days of employment.
- C. Any employee objecting to payment of the fair share fee shall be governed by the provisions of Ohio Revised Code 4117.09 (C), paragraph 3.
- D. Subject to the foregoing provisions, the SLCTA agrees to hold the Board harmless in any suit, claim or administrative proceedings arising out of or connected with the imposition, determination or collection of the fair share fee, to indemnify the Board for any liability imposed on it as a result of any suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. In addition, if the SLCTA fails to indemnify the Board as specified above, the SLCTA will reimburse the Board for all expenses it incurs in enforcing that indemnification obligation. For purposes of this Section, the term "Board" includes the Springfield Local School District Board of Education, its members, the Treasurer, Superintendent and all members of the administrative staff.
  - 1. The Board shall give the SLCTA ten (10) days written notice upon receipt of any action filed against the Board by a non-member for which indemnification may be claimed;
  - 2. The SLCTA has the right to designate counsel to represent and defend the employer provided that the Board approves the attorney and that such approval will not be unreasonably withheld;
  - 3. The Board agrees to give full and complete cooperation and assistance to the SLCTA and its counsel at all levels of the proceedings.

## 1.06 Board Rights and Responsibilities

The rights and responsibilities of the Board in collective bargaining are pursuant to Ohio Revised Code § 4117.08 (C).

## ARTICLE II. NEGOTIATIONS PROCEDURE

### 2.01 Initiation of Negotiations

A written request to commence negotiation of a successor Agreement shall be submitted by the SLCTA to the Superintendent or by the Superintendent to the President of the SLCTA no later than sixty (60) days before the expiration date of this Agreement. The first negotiation session between the parties shall be scheduled for a mutually satisfactory time within fifteen (15) days after the date of request for a meeting, unless a mutually satisfactory later date is agreed upon.

### 2.02 Scope of Negotiations

The scope of negotiations in collective bargaining is pursuant to Ohio Revised Code 4117.08(A).

### 2.03 Meetings

#### 2.031 Negotiation Teams

Neither party shall have control over the selection of the negotiation representatives of the other party. The negotiation representatives of each party shall be clothed with all power and authority necessary to make proposals, consider proposals, make concessions, and reach tentative agreements subject only to ratification by both parties.

#### 2.032 Progress Reports

Interim reports of progress may be made to the SLCTA by its representatives and to the Board by the Superintendent or his/her designated representative.

#### 2.033 News Releases

While negotiations are in progress, any release prepared for the news media shall be approved by both parties. In the event that either party declares impasse, this provision shall no longer be binding.

#### 2.034 Tentative Agreement

When tentative agreement has been reached on a given proposal, said proposal shall be initialed and dated by representatives of each party.

2.035 Release of Negotiation Committee Members

SLCTA negotiation representatives shall, when necessary, be released from duties without loss of pay, to attend meetings when called or approved by the Superintendent.

2.04 Disagreement

2.041 Impasse

If agreement is not reached within thirty (30) days of the initial meeting, either party may request that the Federal Mediation and Conciliation Service (hereinafter "FMCS") provide a mediator to assist the parties. The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

2.042 Mediation

The mediation process will be conducted at the times and places determined by the mediator after consultation with the parties and shall continue until the parties arrive at an agreement.

2.043 Costs of Mediation

Each party shall bear its own costs incident to mediation and they shall share equally any other costs for the mediation services.

2.05 Agreement

2.051 Presentation of Agreement

When the parties reach a contractual agreement, it shall be reduced to writing and presented to the Board by the Superintendent or the Superintendent's designate and to the membership of the SLCTA by its President or their designate.

## 2.052 Ratification and Adoption of Agreement

Adoption of the aforesaid contractual agreement shall be accomplished upon ratification by the membership of the SLCTA and ratification by the Board. Within ten (10) days after ratification by both parties, the Agreement shall be signed by the appropriate representatives of the SLCTA and the Board.

## 2.06 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any party involved in negotiations.

## 2.07 Employee Relations Meetings

### 2.071 District Level

The Superintendent and the SLCTA shall meet monthly at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve other problems that may arise. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. The meeting may be postponed or canceled by mutual agreement.

### 2.072 School Level

The SLCTA building representatives in each school constitute a SLCTA Committee of at least two or more members. The committee shall meet as needed with the principal for the purpose of reviewing the administration of this Agreement or other matters within that school. These meetings are not intended for the purpose of bypassing the grievance procedure. Such meetings may be canceled by mutual consent.

## ARTICLE III. GRIEVANCE PROCEDURE

### 3.01 Definition

A grievance is defined as a claim by an employee or the SLCTA that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Grievances shall be handled as set forth in this Grievance Procedure.

### 3.02 Grievance Procedure

#### 3.021 Step 1: Informal Procedure

An employee who feels that there has been a violation, misinterpretation, or misapplication of the Agreement shall state this and discuss it with his immediate supervisor. If the grievant determines that said discussion does

not effect a satisfactory resolution to this grievance, the grievance may be processed to Step 2 of the Grievance Procedure.

### 3.022 Step 2

The employee or the SLCTA shall present the grievance in writing to the employee's immediate supervisor, who shall arrange for a meeting to take place within five (5) workdays after receipt of the grievance. The SLCTA's representative, the aggrieved employee, and his immediate supervisor shall be present for the meeting. The immediate supervisor must provide the employee and the SLCTA with his written answer to the grievance within three (3) workdays after the conclusion of the meeting.

### 3.023 Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the SLCTA may process the grievance to the Superintendent, or his designated representative, within five (5) workdays after the receipt of the Step 2 answer, or within eight (8) workdays after the meeting in Step 2, whichever is later. The Superintendent, or his designated representative shall arrange for a meeting with the SLCTA representative and the aggrieved employee to take place within five (5) workdays of his receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall have three (3) workdays in which to provide his written decision to the SLCTA.

### 3.024 Step 4

If the grievance is not resolved at Step 3, or if the time limits are not yet met, the SLCTA may process the grievance to the Board at its next regular meeting. If both parties mutually agree in writing, this step may be waived and the grievance submitted instead to Arbitration in accordance with Section 3.025 of this Article. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the SLCTA.

### 3.025 Step 5

If the grievance has not yet been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, or if both parties have waived Step 4, then the SLCTA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so, provided the notice of intent thereof is submitted to the Superintendent within twenty (20) workdays of receipt of the decision or waiver at Step 4. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the Superintendent's receipt of the SLCTA's appeal to arbitration, the SLCTA shall then request the American Arbitration

Association to administer the proceedings under the Voluntary Labor Arbitrator Rules of that Association.

3.03 Authority of Arbitrator

The authority of the arbitrator shall be strictly limited to the application (violation, misinterpretation, or misapplication) of the terms of the written agreement between the parties. The arbitrator may not add to, delete from, or modify any of the terms of this Agreement, or arbitrate any matter not specifically provided for by this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

3.04 Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.05 Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the cost for the transcript shall be divided equally between the parties.

3.06 Time Limits

Any grievance must be filed by the grievant within twenty (20) workdays of the alleged violation, misinterpretation, or misapplication of the terms of this Agreement. The failure to file a grievance in a timely manner shall act as a waiver of the grievance. The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort shall be made to expedite the grievance process.

3.07 Expedition of Grievances

If the SLCTA and the Superintendent agree, Step 1, and /or Step 2, and/or Step 3 of the grievance procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one immediate supervisor, and grievances involving an administrator above the building principal level may be filed by the SLCTA at Step 3.

### 3.08 Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

### 3.09 Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an SLCTA representative at all levels beginning at Step 1.

### 3.10 Grievance Meetings

Each party shall have the right to present at grievance meetings such witnesses as it deems necessary to develop facts pertinent to the grievance. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit for such meeting shall be extended by mutual agreement to a date when such persons can be present. When grievance meetings and conferences are held during working hours, any employee whose presence is required shall be able to attend without loss of pay or accumulated leave.

## ARTICLE IV. LEAVE POLICY

### 4.01 Personal Leave

#### 4.011 Use of Leave

Each employee shall be granted up to three (3) days of leave for personal reasons without loss of pay. An employee shall not be required nor requested to give reasons for the use of such leave except that the leave is for "personal reasons". Personal leave may not be used for outside employment or for business related to outside employment. Personal leave requests may be denied when three (3) known absences in the requesting employee's building exist on the date of leave request. Personal leave may be used in no less than one-half day increments. Personal leave will not be approved during the last ten (10) workdays of each school year without prior written authorization of the Superintendent.

#### 4.012 Special Situations

All personal leave immediately before or after a school holiday or recess shall be subject to the approval of the Superintendent.

#### 4.013 Leave Requests

Requests for approval of personal leave shall be made to the Superintendent at least forty-eight (48) hours prior to the requested day(s), except in the case of emergency.

#### 4.014 Personal Leave Form

The employee shall complete a separate Personal Leave Form (Appendix B) for each day of personal leave requested.

#### 4.015 Non-Cumulative

Personal leave days not used by an employee during a school year shall accrue as sick leave of the employee at the end of each school year.

#### 4.016 Personal Leave Without Pay

Upon written request to the Superintendent, personal leave without pay may be granted to an employee for any duration up to one (1) year.

### 4.02 Sick Leave

#### 4.021 Reasons Justifying Sick Leave

Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease, and to illness or death in the employee's immediate family.

#### 4.022 Definition of "Immediate Family"

Immediate family shall be interpreted to include father, mother, grandparents, brother, sister, brother-in-law, sister-in-law, husband, wife, child, parent-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these. Immediate family shall be interpreted to include aunt and uncle of the employee, and grandparents of spouse, for use of sick leave for purposes of death in the employee's immediate family under Article 4.021.

#### 4.023 Accrual of Sick Leave

Full-time employees accrue to their credit fifteen (15) days of sick leave per year for each year under contract and shall be credited at the rate of 1 1/4 days per month.

#### 4.024 Transfer of Sick Leave

An employee hired by the Springfield Local Schools who has been employed previously within the last ten (10) years by another public agency in Ohio shall be permitted to transfer with him/her the amount of his/her accumulated and unused sick leave.

#### 4.025 Employee's Statement

The Superintendent shall require an employee to furnish a satisfactory statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted. A doctor's excuse may be required for an illness which exceeds five (5) consecutive days of absence. Falsification of either statement or a physician's certificate shall be grounds for disciplinary action. (Reference Section 3319.141 O.R.C.).

#### 4.026 Charging of Sick Leave

Sick leave shall be charged as follows:

- A. No sick leave will be charged if an employee reports off duty after 80% of the work day has been completed.
- B. One-half ( $\frac{1}{2}$ ) day sick leave will be charged if an employee reports off duty after 50% of the work day has been completed.
- C. One (1) day sick leave will be charged if an employee reports off duty before 50% of his work day has been completed.
- D. An employee off duty because of a workers' compensation claim shall use accumulated sick leave before accepting wage replacement benefits from workers' compensation.

#### 4.027 Sick Leave Accumulation

Accumulation of sick leave shall be limited to 247 days plus accrued, unused personal leave days. Unused personal leave days from the previous school year shall be added on the first pay of the ensuing school year.

#### 4.028 Sick Leave Bank

##### 4.0281 Establishment

- A. Each bargaining unit member may contribute one day of his/her accumulated sick leave to the Sick Leave Bank during the

enrollment period. Enrollment periods will be from August 20 through September 15 of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day is not returnable.

- B. No donations may be made except as provided in this Section 4.028.

#### 4.0282 Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to personal illness, pregnancy, injury or exposure to contagious disease of the bargaining unit member or bargaining unit member's spouse, or the bargaining unit member's dependent children. A doctor's statement must be submitted with the application to the Sick Leave Bank Committee for use of days from the Sick Leave Bank in order to be considered.
- C. Use of days from the Sick Leave Bank will be considered by the Sick Leave Bank Committee only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- D. The maximum number of days that a person may use is the lesser of 20% of the total days in the Bank at the end of the enrollment period or fifteen (15) days.
- E. If the Sick Leave Bank Committee determines to allow use of days from the Sick Leave Bank, the employee may use such sick leave days upon the approval of the Superintendent.

#### 4.0283 Sick Leave Bank Committee

- A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Springfield Local School District will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not conflict with this Agreement. This committee will be titled the "Sick Leave Bank Committee" (hereinafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

- (1) Superintendent of Schools of the Springfield Local School District or his/her designee.
  - (2) The SLCTA President or his/her designee.
  - (3) One Springfield Local School District building level administrator. This member is to be appointed by the Superintendent of Schools of the Springfield Local School District.
  - (4) Two bargaining unit members. These members are to be appointed by the SLCTA President. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
  - C. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The SLCTA President will designate the chairperson prior to the first meeting of the SBC.
  - D. The SBC will be responsible for developing the forms needed to operate the Bank except for the Application to Use Days form.
  - E. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

#### 4.03 Parental Leave

##### 4.031 Eligibility

- A. Parental leave shall be granted, upon request, without pay, for a full school year or part of the school year in which it is requested for the purpose of pregnancy, adoption of a child, or child care.
- B. In the case of a birth which occurs or an adoption which is finalized on or after the first day of the final nine-week grading period an employee may request and shall be granted an extension of the first year of parental leave through the end of the next school year.
- C. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with the delivery. Family Medical Leave (FMLA) shall run concurrently with any Parental

Leave granted under the Agreement. Time over summer recess shall not count as FMLA leave time.

#### 4.032 Extension of Parental Leave

- A. Upon request of the employee, parental leave shall be extended for one (1) additional school year, provided the request is made in writing to the Superintendent on or before April 15 immediately preceding the school year for which the extension is requested.
- B. An employee requesting a first year parental leave of absence after April 15 shall notify the Superintendent on or before July 1 of the intent to extend the parental leave.
- C. Extension of the parental leave shall be for a full school year unless earlier terminated in accordance with Section 4.035, Early Return From Leave. Any parental leave or extension must be completed within three years of the birth or adoption of the child(ren).

#### 4.033 Application

Request for a parental leave shall be made in writing to the Superintendent not later than thirty (30) working days prior to the effective date for such leave and such request shall state the expected duration of the leave. When the request is from an employee who is pregnant, it shall be accompanied by a statement from the attending physician giving the expected date of delivery. In the case of unexpected circumstances, the notice requirement of thirty (30) days may be reduced or waived. In extraordinary circumstances such as death of the baby or illness of the mother, a request for parental leave may be withdrawn before the start of the leave.

#### 4.034 Reinstatement

- A. An employee returning to duty from parental leave of absence after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties.
- B. Reinstatement of the employee to duty upon expiration of leave shall be made after the proper notice has been submitted to the Superintendent and no later than the beginning of the next semester, unless another leave has been approved.
- C. At the end of said leave, the employee returning from leave shall be restored to the same position or a comparable position to the one held prior to the commencement of leave.

#### 4.035 Early Return From Leave

An employee desiring to return to active duty before the expiration of leave of absence may be granted such return effective when and if a vacancy exists for which the employee is certified/licensed.

#### 4.04 Assault Leave

##### 4.041 Reasons Justifying Assault Leave

An employee who is absent due to a physical and/or mental disability which resulted from an assault arising in the course of his employment shall be maintained on full pay status with fringe benefits during such disability up to a maximum of twenty (20) workdays.

##### 4.042 Employee's Statement

Said employee shall prepare and give to the Superintendent on a form furnished by the Board a signed statement describing the facts warranting such assault leave.

##### 4.043 Medical Examinations

If medical attention is required for said employee due to the disability, the employee shall also give to the Superintendent a certificate from a licensed physician stating the nature of the disability and its probable duration. The Board may require the employee requesting assault leave to be examined by a physician selected by the Board. The results of said examination shall be utilized by the Board to determine the number of days of leave to be granted up to the allowed maximum.

##### 4.044 Charging of Assault Leave

Assault leave shall not be charged against any sick leave earned or earnable by the employee.

##### 4.045 Legal Action

The SLCTA agrees to strongly urge the assault victims to take legal action and/or to file appropriate charges and the Board agrees to support the assaulted employee in pursuing those charges.

#### 4.05 SLCTA Leave

##### 4.051 Granting of SLCTA Leave

Six (6) days per year of non-accumulative leave shall be granted to the SLCTA for use by its designated representative to attend those meetings deemed important to the SLCTA. Use of this leave does not void the individual's right to personal leave. The designated representative shall attend such meeting at no loss of pay. Substitutes for the representative shall be paid by the SLCTA.

##### 4.052 Construal of Leave

Said leave shall be construed by the Board to be leave for professional meetings.

#### 4.06 Professional Leave

##### 4.061 Eligibility and Reimbursements

An employee may be granted leave with pay for attendance at activities of a professional nature upon approval of the Board and the Superintendent. The employee shall be reimbursed for actual cost of registration, transportation by common carrier, and housing at the cost of a double-room rate unless a single room is required, providing invoices are submitted. Reimbursement shall be at the current IRS rate per mile in personal automobile and actual costs of meals up to twenty dollars (\$20.00) per day, or the respective amounts allowed by Board Policy, whichever is greater. The employee must list all meals included in the registration fee.

##### 4.062 Attendance Criteria

Attendance at such meetings or conferences can be of a specific or general education program.

##### 4.063 Leave Requests

Requests for said leave shall be made in writing to the Superintendent at least one week prior to the Board meeting preceding the leave.

#### 4.07 Sabbatical Leave

Sabbatical leave for study or research or for teaching in a foreign county shall be granted by the Board upon request to employees who have completed five (5) years of service in the district subject to the following conditions:

- A. Prior to authorizing such leave the employee shall present to the Superintendent for approval a plan for professional growth showing the role played in such a plan by the proposed sabbatical leave.
- B. No employee may be granted such leave more than once for every five (5) years of service nor shall an employee be granted such leave for a second time when other employees have filed a request for such leave.
- C. Sabbatical leave shall not be granted to more than five percent (5%) of the employees during a given period.
- D. An employee who is granted sabbatical leave shall be required to return to the staff of the school system for at least one (1) year. If he/she does not return for one (1) year, he/she shall be required to refund the Board monies paid as compensation during such leave.
- E. A sabbatical leave may be granted for one (1) semester, one (1) full school year, or for the last semester of one school year and the first semester of the following year. An employee while on sabbatical shall receive the difference between the pay paid to any replacement(s) and the pay which the employee would have received if employed in the district.
- F. If said leave did not exceed a period of one (1) semester, upon return from leave, the employee shall be restored to his/her former position. If said leave exceeded one (1) semester, upon return from leave, the employee shall be restored to his/her former position or a comparable position at the discretion of the Superintendent.
- G. Such leave shall not be granted unless there is available a qualified substitute for the employee requesting such leave.
- H. Regular annual salary increments shall be given for the time of leave as if the employee had performed service to the school during the period of leave.

#### 4.08 Court Leave

##### 4.081 Definition

Leave for court appearance shall be defined as an absence that is precipitated by an employee being subpoenaed as a witness or selected as a juror.

##### 4.082 Compensation

The Board shall pay the employee's regular compensation for serving as a witness or a juror.

#### 4.083 Receipt Requirements

Upon return to work an employee may be required to verify the employee's presence as a subpoenaed witness or service as a juror.

#### 4.09 Extended Leave of Absence

##### 4.091 Eligibility

Upon the written request of an employee, the Board may grant an unpaid leave of absence for a period of one (1) year for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. The employee shall not be employed during the period of the extended leave of absence as a full-time teacher or administrator in another school district or in an Educational Service Center. Upon subsequent request, such leave may be renewed by the Board.

##### 4.092 Unrequested Leave

If the Board places an employee on an unrequested extended leave of absence, the employee shall be maintained in all insurance groups at the Board's expense.

##### 4.093 Entitlement to Hearing

The employee shall be entitled to a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Revised Code.

##### 4.094 Reinstatement

Upon the return to service of a qualified employee at the expiration of said leave of absence, he shall resume the same position or a comparable position to the one held prior to the commencement of leave at the discretion of the Superintendent.

#### 4.10 Family and Medical Leave

The Board shall abide by the provisions of the Family and Medical Leave Act of 1993 and all subsequent amendments.

##### 4.101 Eligibility

An employee must have completed one (1) year of service with the Board to be eligible for benefits under the Act.

#### 4.102 Leave Period

The twelve (12) month period in which leave may be taken under the Act shall be September 1 to August 31.

#### 4.11 Perfect Attendance Bonus

Any employee having perfect attendance for the school year shall receive a lump sum payment of \$600.00 at the conclusion of that school year. Any employee who misses one day shall receive a \$400.00 bonus at the conclusion of that school year and any employee who misses two days shall receive a \$200.00 bonus at the conclusion of that school year. "Perfect attendance" shall be defined as actually rendering an entire day of service for each and every day of the school year on which employees are required to report, including any additional days required by an extended time contract, and excluding court appearances for jury duty only. Any absence or leave of any kind other than as a result of Board approved attendance at professional meetings or pursuant to Sections 4.05 and 4.06 of this Agreement shall disqualify an employee from achieving perfect attendance.

### ARTICLE V. RIGHTS AND RESPONSIBILITIES

#### 5.01 Vacancies

##### 5.011 Definition

A vacancy shall be defined as a bargaining unit position previously held by any employee or a newly created bargaining unit position. Vacancies shall be filled at the beginning of the following semester.

##### 5.012 Posting

Within three (3) workdays after a vacancy which the Board intends to fill is known officially, the Superintendent shall post written notice of such vacancy in the faculty room of each building. (During summer recess, said notice shall be included with each employee's paycheck or otherwise mailed to the employee.)

##### 5.013 Contents

Each notice of vacancy shall where applicable include the department, the grade level, the subject(s) to be taught, the school in which the vacancy exists, and the qualifications required of each applicant.

#### 5.014 Filling

Employees shall have ten (10) days to bid on the vacancy. If no employee bids on the vacancy within the designated 10-day posting period, the Superintendent may fill the vacancy with a non-employee applicant. In the event a vacancy occurs during the summer recess, said position may be filled ten (10) days after the notice is mailed. Employees may be given first preference by seniority in applying for vacancies. Any teacher newly hired into a special education position may not bid for non-special education vacancies for a period of two (2) school years from the date of hire.

### 5.02 Assignments

#### 5.021 Superintendent's Authority

In accordance with O.R.C. §3319.01, the assignment of employees shall be the responsibility of the Superintendent.

#### 5.022 Notification of Assignment

Tentative teaching assignments for all employees for the ensuing school year shall be posted in each school building by the last work day of the school year. Said notification shall include the building of assignment, the grade(s) and/or subject(s) to be taught, and any special or additional assignment or duty to be assumed. Said notice may be subject to change upon subsequent immediate notification of the employee involved.

#### 5.023 Multi-School Assignments

An employee assigned to more than one building during the same workday shall be entitled to a sufficient amount of travel time from the end of the last assignment in one building until the beginning of the assignment in the other building, provided that such travel time shall not be considered to be preparation time.

### 5.03 Involuntary Transfer

#### 5.031 Definition of Transfer

A transfer shall be defined as a move from one building to another building, from one grade level to another, or from one intermediate or high school position to another, but shall not include a reassignment within a position.

#### 5.032 Conditions of Involuntary Transfer

An employee shall not be transferred involuntarily for reasons that are arbitrary, capricious, or unreasonable.

#### 5.04 Hiring of Certified/Licensed Personnel

The Board shall hire under contract only those employees who hold a valid teaching certificate/license issued by the Ohio Department of Education for the position of assignment. A temporary license shall be issued only in accordance with the regulations established by the Ohio Department of Education.

#### 5.05 Reduction in Force

##### 5.051 Reasons

Reasons for implementing reduction in force shall include:

- 5.0511 Decreased enrollment of pupils.
- 5.0512 Return to duty of regular employee after leave of absence.
- 5.0513 Suspension of schools or territorial changes affecting the school system.
- 5.0514 Financial difficulties.

##### 5.052 Notice to SLCTA

Before any reduction in force (RIF) may occur in the number of bargaining unit positions, the SLCTA President shall be notified in writing by the Superintendent of the intended RIF, the reason for the RIF, a list of all positions to be eliminated and any employees to be laid off, and the effective date of the RIF. Such notice shall be provided no later than five (5) working days before the Board meeting at which the Superintendent will recommend a RIF. The SLCTA shall be allowed to discuss the matter with the Board before action occurs on the Superintendent's recommendation of a RIF.

##### 5.053 Return to Duty of Regular Employee

If the reason for implementing a reduction in force is that of Section 5.0512 of this Agreement (return to duty of regular employee after leave of absence) the provisions of Section 5.054 through 5.057 of this Agreement shall not apply. Furthermore, upon any subsequent employment of such laid off employee as a substitute or otherwise, such individuals shall be considered as new employees with no seniority or other rights of any kind under this Agreement by virtue of such previous service with the District.

##### 5.054 Attrition

Whenever possible, the number of employees affected by a RIF will be kept to a minimum by not employing replacements for employees who retire, resign, die or whose contracts are not renewed on the basis of evaluation or other performance-related reasons.

#### 5.055 Notice to Employee

Any employee to be laid off shall be notified of the layoff in writing by the Superintendent no later than sixty (60) days before such layoff may become effective. Such notice may not occur before the Board has approved the Superintendent's recommendation for a RIF.

#### 5.056 Layoff

Recommended reductions in a teaching field may be made by selecting the lowest person on the seniority list for the area of certification/licensure who is currently assigned to a position in that teaching field. Should that individual be certified/licensed in another area, he/she may be permitted to cause the layoff of the least senior individual teaching in that area. Seniority shall not be the basis for the order of teacher layoff, except when making a decision between teachers who have comparable evaluations. A seniority list in accordance with Section 1.03 H. of this Agreement shall be prepared by the Board with a copy given to the SLCTA President and a copy posted conspicuously at each work location.

#### 5.057 Recall

Prior to filling a vacancy with a non-employee or a new employee, the vacancy shall be filled by a licensed employee on layoff status. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. Notice of recall shall be sent via certified mail, return receipt requested, to the last recorded address of the employee. It is the employee's responsibility to keep the Board informed of his/her current address, telephone number, and current areas of certification. Such employee shall notify the Superintendent within ten (10) days of receipt of the notice of recall of his/her intention to accept or reject re-employment. A laid-off employee accepting such re-employment may not be required to begin work earlier than ten (10) days from the date of such acceptance. Neither acceptance nor rejection of an offer of employment in a lesser position, in regard to hours, than the employee held at the time of layoff shall operate to remove the employee from the RIF list. However, the rejection of an offer of employment to a position equal, in regard to hours, to that which the employee held prior to layoff shall operate to remove the employee from the RIF list. Employees who are laid off while on a limited contract shall remain on the recall list for two (2) years unless removed due to their rejection of a recall.

#### 5.058 Continuing Contract Precedence

For the purpose of determining the order for layoff for the purpose of RIF, a continuing contract has precedence over a limited contract.

#### 5.059 Number of Positions

The Board shall employ a minimum of sixty-six (66) full-time employees or the full-time equivalent thereof. The Board may employ a minimum of sixty-five (65) full-time employees or the full-time equivalent thereof during the 2016-2017 school year and for the duration of this agreement only if the enrollment of the District falls below 1,100 on the 2015 or 2016 October average daily membership report. Any positions reduced, which take the bargaining unit membership to less than sixty-six (66) positions, shall be accomplished through attrition. Nothing in this contract shall be interpreted to require the Board to fill any vacancy, except that the bargaining unit shall always have at least the number of full-time employees or the full-time equivalent thereof as stated in this paragraph.

#### 5.06 Evaluation Procedure

The Evaluation Procedure will align with the provisions of ORC 3319.11 and 3319.111.

##### 5.061 Frequency of Evaluation

- A. Every employee to be evaluated shall be evaluated in accordance with ORC 3319.11, 3319.111, 3319.12 AND OTHER APPLICABLE SECTIONS.
- B. Each teacher on a multi-year contract who is not in the final year of the multi-year contract shall be evaluated at least once each school year, except as provided by statute. The evaluation shall be completed by May 1 and the teacher will receive the written evaluation report by May 10. The evaluation shall consist of two (2) observations of the teacher instructing students, each of which is to be of at least thirty (30) minutes in length, and a minimum of two (2) classroom walkthroughs. Each teacher will be provided a written report of the results of his/her evaluation carried out under the evaluation framework. The report will assign a rating of accomplished, skilled, developing or ineffective.
- C. Each teacher who has received a rating of accomplished on the most recent evaluation may be evaluated every third year if he/she is not on a one-year contract or in the final year of a multi-year contract. Each teacher who has received a rating of skilled on the most recent evaluation may be evaluated every other year if he/she is not on a one-year contract or in the final year of a multi-year contract. The evaluation shall be completed by May 1 and the teacher will receive the written evaluation report by May 10. The evaluation shall consist of two (2) observations of the teacher instructing students, each of which is to be of at least thirty (30) minutes in length, and a minimum of two (2) classroom walkthroughs. Each teacher will be provided a written report of the results of his/her evaluation carried out under the

evaluation framework. The report will assign a rating of accomplished, skilled, developing or ineffective.

- D. Each teacher on a one year contract, in the final year of a multi-year contract or on an extended limited contract shall be evaluated at least once each school year. The evaluation shall be completed by May 1 and the teacher will receive the written evaluation report by May 10. The evaluation shall consist of three (3) observations of the teacher instructing students, each of which is to be of at least thirty (30) minutes in length, and a minimum of two (2) classroom walkthroughs. Each teacher will be provided a written report of the results of his/her evaluation carried out under the evaluation framework. The report will assign a rating of accomplished, skilled, developing or ineffective.

#### 5.063 Evaluators

- A. A teacher with a rating of accomplished or skilled may request a different evaluator from a list of district administrators who are credentialed evaluators. This request shall be submitted to the building principal no later than October 1<sup>st</sup> of the respective evaluation year.

#### 5.07 Employee Discipline

##### 5.071 Informal Warning

First offenses which are not extreme cases shall be disposed of by an informal notice to the employee. Such informal notice shall not be recorded in the employee's personnel file.

##### 5.072 Progressive Discipline

Formal disciplinary action shall be taken only for just cause and shall not exceed the gravity of the employee's offense, including but not limited to the repetition of an action with progressing to the next step.

First Step: Written reprimand(s);

Second Step: Suspension(s) with or without pay;

Third Step: Discharge (only the Board shall have the authority to discharge an employee and such discharge shall be implemented in compliance with the provisions of Section 5.08 of this Agreement.)

##### 5.073 Due Process Procedure

- A. Except in extreme cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure:

1. Notice of Allegations and Conference

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be provided to the employee by certified mail or by hand-delivery. Said notice shall include the time and place of a conference to discuss said allegations.

2. Conference

The conference to discuss the allegations shall be attended by the employee, the employee's SLCTA representative(s) and the Board's representative(s). Said conference shall be held no sooner than five (5) days nor later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

3. Notification of Disposition

The employee and SLCTA President shall be notified immediately by certified mail or by hand-delivery of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

- B. In extreme cases requiring immediate suspension, the written notice of allegations shall be presented to the employee within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.

5.074 Confidentiality

The discipline of an employee shall be imposed in private and all events and communications related thereto shall remain confidential.

5.08 Discharge of Employees

5.081 Evaluation

All employees shall be evaluated in accordance with the Evaluation Procedure set forth in Section 5.06 of the Agreement.

5.082 Termination of Contract

Termination of an employee's contract shall be in accordance with the provisions of Section 3319.16 of the Ohio Revised Code.

5.083 Non-Renewal of First, Second, and Third Year Teacher Contracts

- A. This subsection shall supercede Ohio Revised Code Sections 3319.11 and 3319.111. Non-renewal of limited contract teachers in the first three full years of employment shall be accomplished by written notice to the teacher of the Board's intention not to renew the teacher's contract on or before June 1st of the year in which the contract expires. Posting written notice in the U.S. Mail, postage prepaid, by registered or certified mail to the teacher's last address in accordance with the Board's records shall constitute legal notice to such teacher. Said teacher shall be entitled to a meeting with the Board of Education or its designee regarding the decision not to re-employ. No appeal shall be available to teachers non-renewed under this section. No later than five (5) days before the meeting at which non-renewal will be acted on the Superintendent will meet with the SLCTA president. Third year non-renewals will apply only to those employees hired after the 2015-2016 school year.
- B. When a first year teacher's contract is not renewed hereunder, the position will be posted and if no employee applies, the position will be filled by a new hire.

5.084 Non-Renewal of Non-First, Second, and Third Year Teachers

Non-renewal of all (non-first, second, and third year) teachers' contracts shall be pursuant to and in accordance with the provisions of O.R.C. Section 3319.11 and Section 3319.111. Notwithstanding O.R.C. Section 3319.11 posting written notice in the U.S. mail, postage prepaid, by registered or certified mail to such teacher's last address as shown on the Board's records shall constitute legal notice to such teacher of the Board's intention to not renew the teacher's limited contract.

5.09 Personnel Files

5.091 Maintenance of File

One official personnel file shall be maintained for each employee in accordance with O.R.C. §1347. This personnel file shall be maintained in the Superintendent's office.

5.092 Filed Items

Each item in the file shall indicate its date of origin and the date it was entered into the file.

#### 5.093 Restrictions

An employee may examine his/her personnel file upon request and shall be entitled to a copy of any document contained therein upon remittance of the cost of duplication. The Superintendent shall provide notice to the SLCTA President and an employee whose personnel file is to be inspected by a member of the public other than the employee or an administrator/representative of the Board, and shall provide an opportunity to the employee or an SLCTA representative to be present when the personnel file is to be inspected by a member of the public.

#### 5.094 Placement of Items in File

No material shall be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has reviewed the material by affixing his/her signature and the date to the copy to be filed. Said signature shall not be construed to indicate agreement with the contents of the signed document.

#### 5.095 Reply to File Information

An employee shall be entitled to write a reply to any document contained in the personnel file and to have that reply placed in the file.

#### 5.096 Log of Entries

Each personnel file shall contain a form titled "Log of Entries" to include all of the following information regarding all items in the file: (1) a brief description of the item; (2) the date shown on the item; (3) the date the item was first placed in the file, if known; and (4) the identification of the source of the item. No item from any anonymous source may be placed in the personnel file.

#### 5.097 Detrimental Items

Any item detrimental to an employee's employment status and which is without substance, no longer pertinent, or otherwise inappropriate may be removed from the file based on the statutes of the State of Ohio.

### 5.10 Employee Contracts

#### 5.101 Initial Employment

An employee who has not acquired tenure in another district previous to his employment by the Springfield School District, shall be granted a one-year limited contract upon employment and for each successive year his contract is renewed up to a maximum of three (3) one-year limited contracts.

5.102 Fourth Year of Employment

Upon contract renewal for the fourth year of employment with the Springfield School District, the employee shall be granted a two-year limited contract.

5.103 Sixth Year of Employment

Upon contract renewal for the sixth year of employment with the Springfield School District, the employee shall be granted a three-year limited contract.

5.104 Ninth Year of Employment

Upon contract renewal for the ninth year of employment with the Springfield School District and upon all succeeding contract renewals, the employee shall be granted a five-year limited contract.

5.105 Consideration for Continuing Contract Status

Nothing in this provision shall be construed to deny any employee who becomes eligible for continuing contract status during the term of a multi-year limited contract the right to be considered for continuing contract status prior to the expiration of said limited contract and at the time the employee meets the eligibility requirements in accordance with Ohio Revised Code 3319.11.

5.11 School Day

5.111 Normal School Day

The normal school day shall not exceed seven and one-fourth (7 1/4) consecutive hours. This provision shall exclude days on which employees' meetings and annual parent-employee conference days are scheduled.

5.112 Lunch Period

The school day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period.

5.113 Planning Time

At minimum, one (1) planning period per day of the same length as a regular instructional period in the building of assignment shall be provided to each employee assigned to the Intermediate School or the High School. In grades K-4, at minimum, thirty (30) consecutive minutes of planning time per day and two hundred twenty-five (225) minutes of total planning time per week shall be provided to each employee. This provision of planning time for employees assigned to grades K-4 shall not be construed in a manner to extend the existing seven and one quarter (7 1/4) hour elementary school day nor to change the definition of the school day as set forth in Section 5.111.

#### 5.114 Teaching Load

- A. An employee assigned to teach at the high school shall be assigned a maximum of four (4) different subject courses and a maximum of six (6) teaching periods in the seven (7) period day.
- B. An employee assigned to teach at the intermediate school shall be assigned a maximum of three (3) different grade level subject areas and a maximum of six (6) teaching periods in the seven (7) period day. A teacher assigned to teach subject areas other than math, social studies, science or language arts may be assigned to a maximum of four (4) different grade level subject areas and a maximum of six (6) teaching periods in the seven (7) period day.
- C. For the purposes of this Section, a supervised study period (study hall) shall be considered a teaching period.

#### 5.115 Leaving the Building

An employee may leave the building during the daily lunch period upon notification of the employee's supervisor or during a planning period with the approval of the employee's immediate supervisor.

#### 5.12 Non-Teaching Duties

The Board shall endeavor to relieve employees of clerical and other non-teaching responsibilities that can be performed by other personnel or other means.

#### 5.13 School Year

##### 5.131 A. Definition

The school year shall consist of a maximum of 1,334 hours (184 days); provided, however, all new teachers may have 14.50 additional hours (2 additional days) of staff development in the first year of employment with compensation at \$12.00 per hour. 1,290.50 hours (178 days) shall be designated as instructional time with students in attendance. Of the remaining hours, 14.50 hours (2 days) shall be conference days, 7.25 hours (1 day) shall be a teacher report/checkout day at the end of the second semester, 14.50 hours (2 days) shall be teacher in-service days before school begins, (one half of each of the in-service hours shall be for professional development with administration and one half shall be for individual teacher classroom/materials preparation) and 7.25 hours (1 day) shall be a teacher in-service professional day (NEOEA Day). (Administrators may offer to hold meetings and provide for such day to be a professional development day). Signed documentation will be

provided on forms developed by the Superintendent and SLCTA for teachers for staff development activities attended on NEOEA Day. Not later than January 15 of the school year, the SLCTA President shall provide to the Superintendent proposed suggestions to the school year calendar for the ensuing school year. The Superintendent shall provide an opportunity, through Section 2.071 of this Agreement, to receive suggestions and comments from the SLCTA prior to the school calendar being presented to the Board for adoption.

5.132 Extended Time Contracts

Employees assigned to the positions listed below shall be employed for a work year extended by the number of hours shown. In the case of vocational employees, the number of extended workdays shall be that number of hours allowable and paid by extended service funding under State Board of Education Rules.

	<u>Position</u>	<u>Extended Workdays</u>
1.	Guidance Counselor (High School)	72.5 hours (10 days)
2.	Guidance Counselor (Intermediate)	36.25 hours (5 days)
3.	Librarian/Media Specialist	36.25 hours (5 days)
4.	Vocational Home Economics (High School)	72.5 hours (10 days)

5.133 Per Diem Rate Reimbursement

Additional days worked beyond the school year shall be compensated at the employee's per diem rate of pay during the school year the days are worked.

5.14 Substitute Teachers

5.141 Maintenance of List

The Superintendent shall maintain a list of qualified substitute teachers.

5.142 Employment of Substitutes

When an employee is absent or is assigned or removed outside of his/her regular assignment, the Board shall make every effort to provide a certificated substitute. After ten (10) consecutive workdays, a substitute employee shall perform all duties and responsibility of the regular employee.

5.143 Waiver of Non-Instructional Time

When due to the unavailability of a certified/licensed substitute an employee is required to supervise an absent employee's class or to assume a duty that the absent employee would normally perform, the employee shall be compensated in accordance with Article VI, Section 6.064.

5.15 Teaching Environment

5.151 Employee Health and Safety

5.1511 General Duty

The Board shall provide a safe and healthful workplace, notify SLCTA and employees of all known hazards, and correct all known hazards as soon as possible. The Board shall make a reasonable effort to provide and maintain conditions of employment free from known hazards. No employee shall be required to work in an unsafe or unhealthful working environment.

5.1512 Occupational Safety and Health

The Board shall give a copy of all policies and procedures adopted by the Board pursuant to O.R.C. Chapter 4167 to the President of the SLCTA.

5.1513 Employee Clothing and Protective Devices

The Board shall provide uniforms, smocks, safety glasses, or other appropriate clothing or safety equipment for each employee assigned to teach art, science, chemistry, or family & consumer science.

5.152 Storage

The Board shall provide reasonable lockable storage space for each employee to store personal items.

5.153 Equipment

The Board shall provide in each school adequate, modern, and properly maintained equipment for the use of employees in the performance of their

duties. Such equipment shall include, but not be limited to: copiers; calculators; computers; televisions; audio and video recorder/players; image projectors and screens.

## 5.16 Textbooks

### 5.161 Supply of Textbooks

The Board agrees to provide sufficient basic textbooks and supplemental tests and workbooks for each pupil.

### 5.162 Textbook Replacement Cycle

The Superintendent shall make a reasonable effort to replace all textbooks utilized by the district on a five-year cycle.

### 5.163 Textbook Selection

Textbooks utilized in the district shall continue to be cooperatively selected through textbook committees as organized through the County Office of Education. Employees representing the District shall be given professional leave with pay to attend any meetings pertaining to the textbook selection assignment held during the school day.

## 5.17 Class Size

### 5.171 Pupil-Teacher Ratios

The Board shall maintain the pupil-teacher ratios as defined by State standards. Such standards do not apply to individual class sizes, unless required by law.

### 5.172 Full-Time Equivalents

Employees who teach in more than one building or who have part-time teaching assignments shall be counted in a manner that reflects the full-time equivalent.

### 5.173 Elementary Specialist/Passing Periods/Duty Assignments

- A. There shall be one (1) music and one (1) physical education specialist employed for assignment to the elementary school. Each specialist may be assigned to another building for no more than two (2) instructional periods per day. There may be one (1) art specialist employed on not less than a half-time basis for assignment exclusively to elementary schools.
- B. Non-teaching supervisory duties (breakfast duty, lunchroom duty,

playground duty, bus duty) shall be assigned as equally as possible among all elementary school employees.

5.174 Counselors

There shall be a full time counselor employed at the intermediate and high school levels.

5.175 Librarians/Media Specialists

There shall be a full time librarian/media specialist employed at the intermediate and high school levels until such time as the current intermediate librarian/media specialist is no longer employed by virtue of retirement, resignation, or death.

5.18 Assignment of Student Teachers

Student teachers will be assigned only after consultation with the employee and principal.

5.19 Medical Examination

The cost of a medical examination, when required by the Board, shall be completely assumed by the Board.

5.20 Use of Office Phones

5.201 Work-Related Business

An employee may use the office phone without charge to conduct any work-related business.

5.202 Personal Calls

An employee may use the office phones to make brief personal calls; however, the employee shall be required to log and pay the charges for all long distance calls.

5.21 Student Grades

No grade of student performance assigned to a student shall be changed before a discussion is held, including the employee who assigned the grade, the administrator who is considering changing the grade, and an SLCTA representative. In the event that a grade assigned to a student by an employee is to be changed without the concurrence of the employee, the employee shall not be held responsible for the grade changed by the administrator.

## 5.22 Student Attendance/Discipline

### 5.221 Code of Student Conduct and Attendance

The code of student conduct and attendance shall be reviewed annually for recommendation to the Board for approval as policy. Such code shall be reviewed by a committee at the elementary, intermediate, and high school levels. Each committee shall be chaired by the building principal and shall include at least three (3) employees and representatives of the students and parents. Each committee shall submit its recommendation to the Superintendent not later than the end of the school year.

### 5.222 Support of Employees

The Board shall provide all reasonable support of employees in matters of student discipline and attendance. Teachers shall call parents when requested by a parent or administrator.

## 5.23 Employee Parking

Every effort will be made to improve and maintain off-street parking facilities for employees at each work site.

## 5.24 Employee Workroom and Rest Areas

Adequate workroom, lunch room, rest room, and rest area facilities shall be provided for employee use. Such areas shall be separated from students. Rest room facilities for men and women shall be separate whenever possible.

## 5.25 Job Descriptions

Job descriptions shall be established for all bargaining unit positions. A copy of the respective job description shall be provided to each employee at the time of first employment. A copy of all job descriptions shall be provided to the SLCTA President.

## 5.26 Complaints

Any discipline of an employee on the basis of a complaint by someone other than Board supervisory/administrative personnel shall be in accordance with Section 5.07 of this Agreement and shall not occur before the matter is reported to the employee and the employee has had the opportunity to discuss the matter with his/her immediate supervisor. If the employee disputes the factual accuracy of the complaint, the complaint may not be placed in the employee's personnel file nor may other action result from the complaint until the employee has had the opportunity to

confront in the presence of the immediate supervisor the person making the complaint. The employee shall be entitled to have present at such conferences an SLCTA representative.

5.27 Emergency School Closing

When an emergency arises to close any or all schools, the Superintendent shall implement administrative procedures as soon as possible which will include reporting to the local TV and radio stations and notice to employees through a telephone network of supervisors and employees. Make-up hours for hours of emergency school closing shall not be scheduled unless required by law, and SLCTA shall have input as to when hours are rescheduled.

5.28 Use of Aides

Teacher aides are employed by the Board primarily to assist teachers. Job descriptions for all teacher aides will be made available in the Superintendent's office.

5.29 Additional Pay Positions

5.291 Posting Positions

All supplemental salary positions, homebound student tutoring positions, and summer school positions shall be posted in accordance with Section 5.01, except that employees shall have only two (2) days to bid on homebound student tutor positions.

5.292 Filling Position

Any vacant position posted in accordance with Section 5.291 shall be offered to a qualified employee applicant before it may be offered to a qualified non-employee applicant and, except supplemental pay positions, shall be filled by the qualified applicant with the greatest seniority.

5.293 Compensation

Compensation for any position listed in Section 5.291 for which compensation is not specified elsewhere in this Agreement, shall be compensated in accordance with Section 6.064 (Hourly Rate).

5.30 Curriculum and Instruction Council

A Curriculum and Instruction Council shall be established in each school. The Council shall be responsible for making recommendations regarding the evaluation, planning, development, implementation, and articulation of the respective subject area and/or grade level curriculum.

#### 5.301 Organization and Function

The Council shall elect a chairperson from among its members. The principal shall be the executive of the Council. The Board agrees to provide reasonable secretarial/clerical assistance requested by the Council. The Council shall present its respective reports and recommendations to the Board through the Superintendent and Council Chairperson.

#### 5.302 Composition

The SLCTA members in each school shall elect four (4) employees to the Council. The Superintendent shall appoint up to three (3) representatives to the Council. Lay personnel may serve as consultants at the request of the Council as the needs arise. Careful consideration shall be given to balance and representation in these appointees in relation to grade levels, subject areas, types of students being served, special training and interest in the particular field.

#### 5.31 Cleaning and Maintenance

The Board shall make every effort to maintain classrooms, other learning areas, and school facilities in a clean and working condition conducive to effective teaching and learning.

#### 5.32 Resident Educator Program

A mentor teacher assigned to a resident educator will have no role in the application of the evaluation procedure to the resident educator.

#### 5.33 Dress Code

All employees shall dress appropriate to their position.

#### 5.34 Non-Resident Student Attendance

Members of the bargaining unit represented by the Springfield Local Classroom Teachers Association who are non-residents of the Springfield Local School District shall be permitted to have their children attend school in the District tuition-free. However, the District shall not be responsible for the costs associated with post-secondary enrollment or transportation of a child enrolled under this provision.

## ARTICLE VI. SALARY AND FRINGE BENEFITS

### 6.01 Stipend for Tuition

When the Board requires an employee to take additional courses, the Board shall pay the tuition for said courses.

#### 6.011 Training and Grant Writing Stipend

The Board will pay twelve dollars (\$12.00) per hour to bargaining unit members who participate in additional training or grant writing performed at the request of the Superintendent.

### 6.02 Severance Pay

#### 6.021 Eligibility

The employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

- A. The employee retires from service with the school district. Retirement shall be construed to mean disability or service retirement under any State or municipal retirement system in the State.
- B. The employee must be eligible for retirement as of the last date of employment.
- C. The employee must within 120 days of the last date of employment prove acceptance into the retirement system.
- D. The employee must not have fewer than ten (10) years of service with the State or its political subdivisions or a combination thereof.
- E. The employee must sign for the severance check certifying that all eligibility criteria have been met. Said payment shall be made as follows:
  - 1. One-half payment in the current tax year and
  - 2. one-half payment in the next tax year by March 31st.
- F. For those employees who retire from service with the school district in accordance with this Section 6.02, the amount of the benefit shall be calculated by:
  - 1. Multiplying the employee's accrued but unused sick leave by 0.25.

2. Multiplying the above product by the per diem rate of pay appropriate for that employee's placement on the salary schedule.
3. The amount of the benefit calculated in Steps 1 and 2 shall not exceed the value of sixty (60) days of accrued but unused sick leave.

6.022 Elimination of Sick Leave Credit

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

6.03 Payroll Deductions

Effective September 1, 2001, all new employees hired for the life of this Agreement shall be paid by direct deposit. The Board shall continue all payroll deductions provided in the last previous school year, which shall include but shall not be limited to the following:

- |                 |   |
|-----------------|---|
| A. Federal Tax  | G. Tax Sheltered Annuities                        |
| B. State Tax    | H. Association Dues                               |
| C. City Tax     | I. Hospitalization                                |
| D. STRS         | J. The NEA Fund for Children and Public Education |
| E. Insurance    | K. United Way                                     |
| F. Credit Union |   |

6.04 Pay Plan

6.041 Option

At the option of the employee, the supplemental contract salary shall be paid either in a lump sum at the end of the activity/season or in two equal payments - one after ½ of the activity/season is over and the other at the end of the activity/season. Such payments shall be included in the employee's regular paycheck.

6.042 First Pay Date

When the first pay date of a new school year occurs before two (2) weeks of service have been rendered by employees, the Board shall pay said employees for two weeks' services, provided it has a reasonable expectation that the services shall be performed. A contract of employment between an employee and the Board shall be construed to constitute a reasonable expectation that the services shall be performed. However, if in any new school year the first pay date would occur before one (1) full week of work is performed by employees, the Treasurer may skip an extra week (have three (3) full weeks) between the last payroll of one school year and the first payroll of the next school year.

#### 6.043 Pay Dates During School Closings

In the event the scheduled pay date falls on a day school is closed, the paychecks shall be issued on the last day of school before the closing. During Christmas vacation the checks shall be mailed at Board expense or made available for pickup with prior notification to the Board Treasurer.

#### 6.044 Termination of Employment

In the event an employee's individual contract is terminated by either party during the school year, at the option of the employee, the total sum due the employee shall be paid at the next scheduled pay day following the official Board action terminating the employment.

### 6.05 Salary Schedule Guidelines

#### 6.051 Service Credit

Up to five (5) years of service credit shall be granted to an employee with previous service in another school district and/or for military service. Up to five (5) additional years of service credit may be granted to an employee hired after July 1, 2007 if in the sole discretion of the Superintendent it is determined that the granting of such service credit may be necessary to fill a particular bargaining unit position. The additional service credit shall not be granted retroactively to any employee hired before July 1, 2007. No appeal shall be available to any teacher granted or not granted additional service credit under this section.

#### 6.052 Advancement

No employee shall be advanced more than one (1) step on the salary schedule for each year of service with the Board.

#### 6.053 Longevity

Longevity increments \$600.00 each shall be paid in a lump sum in June after 20 years, \$900.00 after 25 years, \$1,200.00 after 30 years of service in the Springfield Local School District.

#### 6.054 Salary Schedule Column Adjustments

A. Adjustments on the salary schedule shall be made twice during the school year. Transcripts must be submitted by either September 30 or February 1 to qualify for a salary schedule adjustment. The adjustment for February 1 shall be paid on 50% of the employee's increase. Two semester hours of credit are equal to three quarter hours of credit for payment on the salary schedule.

- B. Adjustments on the salary schedule will be made only for courses approved by the Ohio Department of Education. A salary increase may be given for an on-line Masters Degree through an accredited university or college after September 1, 2016. Superintendent approval should be made prior to the start of the coursework. The employee acknowledges that coursework must be conducted during his/her non-instructional time.

#### 6.055 Salary Notices

During a negotiation year, the Board shall give notice to each employee who holds a contract valid for the succeeding year as to the salary to be paid during such year not later than the first work day of the new school year.

### 6.06 Salaries

#### 6.061 July 1, 2016 Salary Schedule

Effective July 1, 2016, the Bachelor's Degree minimum salary shall be \$34,667 on the indexed schedule seen on the following pages. All employees shall be paid on this salary schedule. (2% increase, with steps)

#### 6.062 July 1, 2017 Salary Schedule

Effective July 1, 2017, the Bachelor's Degree minimum salary shall be \$35,360 on the indexed schedule seen on the following pages. All employees shall be paid on this salary schedule. (2% increase, with steps)

#### 6.063 July 1, 2018 Salary Schedule

Effective July 1, 2018, the Bachelor's Degree minimum salary shall be \$36,067 on the indexed schedule seen on the following pages. All employees shall be paid on this salary schedule. (2% increase with steps)

Any teacher earning National Board Certification shall receive \$1,000 added to the salary schedule.

SALARY SCHEDULE  
Effective July 1, 2016

	<u>B.A.</u>	<u>BA+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	34,667	35,984	37,960	39,347	40,734
	1	1.038	1.095	1.135	1.175
1	36,054	37,475	39,763	41,150	42,536
	1.04	1.081	1.147	1.187	1.227
2	37,440	38,966	41,566	42,952	44,339
	1.08	1.124	1.199	1.239	1.279
3	38,827	40,456	43,368	44,755	46,142
	1.12	1.167	1.251	1.291	1.331
4	40,214	41,947	45,171	46,558	47,944
	1.16	1.21	1.303	1.343	1.383
5	41,600	43,438	46,974	48,360	49,747
	1.2	1.253	1.355	1.395	1.435
6	42,987	44,928	48,776	50,163	51,550
	1.24	1.296	1.407	1.447	1.487
7	44,547	46,592	50,752	52,139	53,526
	1.285	1.344	1.464	1.504	1.544
8	46,107	48,256	52,729	54,115	55,502
	1.33	1.392	1.521	1.561	1.601
9	47,667	49,920	54,705	56,091	57,478
	1.375	1.44	1.578	1.618	1.658
10	49,227	51,584	56,681	58,067	59,454
	1.42	1.488	1.635	1.675	1.715
11	50,787	53,249	58,518	60,043	61,430
	1.465	1.536	1.688	1.732	1.772
12	52,347	54,913	60,529	62,019	63,406
	1.51	1.584	1.746	1.789	1.829
13	53,907	56,577	63,718	65,209	66,595
	1.555	1.632	1.838	1.881	1.921
14	55,467	58,241	65,694	67,185	68,571
	1.6	1.68	1.895	1.938	1.978
15	57,027	60,945	67,670	69,161	70,547
	1.645	1.758	1.952	1.995	2.035

SALARY SCHEDULE

Effective July 1, 2017

	<u>B.A.</u>	<u>BA + 15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	35,360	36,704	38,719	40,134	41,548
	1	1.038	1.095	1.135	1.175
1	36,774	38,224	40,558	41,972	43,387
	1.04	1.081	1.147	1.187	1.227
2	38,189	39,745	42,397	43,811	45,225
	1.08	1.124	1.199	1.239	1.279
3	39,603	41,265	44,235	45,650	47,064
	1.12	1.167	1.251	1.291	1.331
4	41,018	42,786	46,074	47,488	48,903
	1.16	1.21	1.303	1.343	1.383
5	42,432	44,306	47,913	49,327	50,742
	1.2	1.253	1.355	1.395	1.435
6	43,846	45,827	49,752	51,166	52,580
	1.24	1.296	1.407	1.447	1.487
7	45,438	47,524	51,767	53,181	54,596
	1.285	1.344	1.464	1.504	1.544
8	47,029	49,221	53,783	55,197	56,611
	1.33	1.392	1.521	1.561	1.601
9	48,620	50,918	55,798	57,212	58,627
	1.375	1.44	1.578	1.618	1.658
10	50,211	52,616	57,814	59,228	60,642
	1.42	1.488	1.635	1.675	1.715
11	51,802	54,313	59,688	61,244	62,658
	1.465	1.536	1.688	1.732	1.772
12	53,394	56,010	61,739	63,259	64,673
	1.51	1.584	1.746	1.789	1.829
13	54,985	57,708	64,992	66,512	67,927
	1.555	1.632	1.838	1.881	1.921
14	56,576	59,405	67,007	68,528	69,942
	1.6	1.68	1.895	1.938	1.978
15	58,167	62,163	69,023	70,543	71,958
	1.645	1.758	1.952	1.995	2.035

SALARY SCHEDULE  
Effective July 1, 2018

	<u>B.A.</u>	<u>BA+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	36,067	37,438	39,493	40,936	42,379
	1	1.038	1.095	1.135	1.175
1	37,510	38,988	41,369	42,812	44,254
	1.04	1.081	1.147	1.187	1.227
2	38,952	40,539	43,244	44,687	46,130
	1.08	1.124	1.199	1.239	1.279
3	40,395	42,090	45,120	46,562	48,005
	1.12	1.167	1.251	1.291	1.331
4	41,838	43,641	46,995	48,438	49,881
	1.16	1.21	1.303	1.343	1.383
5	43,280	45,192	48,871	50,313	51,756
	1.2	1.253	1.355	1.395	1.435
6	44,723	46,743	50,746	52,189	53,632
	1.24	1.296	1.407	1.447	1.487
7	46,346	48,474	52,802	54,245	55,687
	1.285	1.344	1.464	1.504	1.544
8	47,969	50,205	54,858	56,301	57,743
	1.33	1.392	1.521	1.561	1.601
9	49,592	51,936	56,914	58,356	59,799
	1.375	1.44	1.578	1.618	1.658
10	51,215	53,668	58,970	60,412	61,855
	1.42	1.488	1.635	1.675	1.715
11	52,838	55,399	60,881	62,468	63,911
	1.465	1.536	1.688	1.732	1.772
12	54,461	57,130	62,973	64,524	65,967
	1.51	1.584	1.746	1.789	1.829
13	56,084	58,861	66,291	67,842	69,285
	1.555	1.632	1.838	1.881	1.921
14	57,707	60,593	68,347	69,898	71,341
	1.6	1.68	1.895	1.938	1.978
15	59,330	63,406	70,403	71,954	73,396
	1.645	1.758	1.952	1.995	2.035

#### 6.064 Hourly Rates

For the duration of this Agreement, the hourly rate for tutors, home instruction tutors, summer school tutors and after school intervention instructors shall be \$23.54 per hour.

#### 6.065 Employment of Retired Teachers, including those with Prior Service Credit in the Springfield Local School District

The parties agree to abide by the following terms and conditions relating to the re-employment of a teacher following such teachers' service retirement. Specifically, the parties agree that:

- a. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not expectation of continued employment or re-employment when a teacher retires from the Springfield Local School District.
- b. For purposes of medical/dental/prescription insurance benefits, teachers employed by the Board after retirement shall be considered in a similar fashion as any other teacher employed with a limited contract.
- c. Salary placement for newly hired retired teachers shall commence at the Step 3 B.A. on the pay scale. Subsequent years' salaries will be paid at the B.A. level. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.
- d. Seniority for retired teachers newly hired by the Board as well as for retired Springfield Local School District teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to "years of service with the district," etc. shall mean years of service earned after employment by the Board following retirement.
- e. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to one (1) year limited contracts of employment.
- f. For purposes of reduction in force (Article 5.05) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract.

- g. There will be no severance pay available for retired teachers employed by the Board.
- h. Teachers employed by the Board after retirement will be given one (1) year limited contracts only, and such individuals are not subject to the evaluation provisions of the collective bargaining agreement. Non-renewal of such teachers will be accomplished through written notice to the teacher on or before June 1<sup>st</sup> of any year of the Board's intention not to renew their limited contract of employment. Posting written notice in the U.S. Mail, postage prepaid, by registered or certified mail to the teacher's last address in accordance with the Board's records shall constitute legal notice to such teacher. Other than the failure of the Board to provide such written notification to such teachers prior to that date, the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise and the Association agrees not to contest any waiver of rights executed by the employee at the time of hire. For purposes of these teachers, the parties specifically agree that this provision supercedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

## 6.07 Supplemental Contracts

### 6.071 Nondiscrimination

The Board shall not discriminate based on age, race, color, gender, disability, religion, familial status or national origin in the awarding of and/or compensation of supplemental contract positions.

### 6.072 Voluntary Acceptance

The acceptance of a supplemental contract shall be a voluntary determination of the employee to whom it is offered.

6.073 No teacher receiving a supplemental contract shall hold the same supplemental contract in two school districts simultaneously.

6.074 No teacher receiving a supplemental contract shall schedule practices or activities during parent/teacher conference times.

6.075 Any single supplemental contract may be awarded to more than one employee if both employees agree.

6.08 Supplemental Salary Schedule

The following compensation schedule for supplemental contracts shall be effective on July 1 preceding the first day of school on the school year calendar. Said compensation shall be calculated in accordance with the below-designated percentage of the bachelors minimum salary schedule which appears in Section 6.06 of this Agreement.

6.081 Athletic Supplements - High School Boys

Head Football Coach .....	20.0%
Assistant Football Coach .....	13.0%
Assistant Football Coach .....	13.0%
Assistant Football Coach .....	13.0%
Freshman Football Coach.....	11.0%
Head Basketball Coach .....	20.0%
Assistant Basketball Coach .....	13.0%
Freshman Basketball Coach.....	11.0%
Head Track Coach.....	12.0%
Assistant Track Coach .....	9.5%
Head Baseball Coach .....	12.0%
**Assistant Baseball Coach(es).....	9.5%

6.082 Athletic Supplements - High School Girls

Volleyball Coach .....	14.0%
Assistant Volleyball Coach.....	11.5%
Basketball Coach .....	20.0%
Assistant Basketball Coach .....	13.0%
Freshman Basketball Coach .....	11.0%
Softball Coach.....	12.0%
**Assistant Softball Coach(es).....	9.5%
Track Coach.....	12.0%
Assistant Track Coach .....	9.5%
Head Soccer Coach.....	11.0%
Assistant Soccer Coach.....	9.0%

6.083 Athletic Supplements - Intermediate Boys

**Football Coach(es).....	9.5%
Basketball Coach .....	9.5%
Basketball Coach .....	9.5%
Track Coach.....	9.5%
**Assistant Track Coach .....	7.5%
Intramurals (Grades 5&6) .....	1.2%

6.084 Athletic Supplements - Intermediate Girls

Volleyball Coach 7 .....	9.5%
Volleyball Coach 8 .....	9.5%
Basketball Coach .....	9.5%
Basketball Coach .....	9.5%
Track Coach.....	9.5%
Intramurals (Grades 5 & 6) .....	1.2%

6.085 Other Supplements

A. High School

Senior Class Advisor.....	7.2%
Junior Class Advisor .....	7.2%
Sophomore Class Advisor .....	4.1%
Freshman Class Advisor.....	4.1%
Student Council Advisor .....	7.2%
Cheerleader Advisor .....	7.5%
Assistant Cheerleader Advisor .....	4.0%
Publications Advisor.....	12.0%
National Honor Society .....	7.1%
Band .....	15.0%
**Assistant Marching/PepBand.....	3.0%
Drama Coach (per production; two maximum).....	6.0%
***Assistant Drama Coach (per production; two maximum) .....	2.0%
Majorettes.....	4.1%
Choir .....	4.5%
Spanish Club .....	3.0%
French Club .....	3.0%
Science Club.....	3.0%
Dance Line.....	6.5%
Pep Band .....	6.4%
Flagline .....	4.1%
Noon Duty.....	4.8%
Panda .....	4.1%
Academic Challenge Team Advisor.....	4.1%
A.M. or P.M. Supervision (2).....	4.8%
After School Supervision.....	Hourly Rate in accordance with 6.064
Saturday Detention Supervision ..	Hourly Rate in accordance with 6.064
Golf.....	8.0%
Speech.....	9.0%
*Assistant Speech.....	4.0%
Cross-Country.....	8.0%
Weight Room(3) .....	3.0%

\*This supplemental requires a minimum of 25 speech team members for implementation.

\*\*Need will be determined by number of students participating.  
 \*\*\* This supplemental requires a minimum of 40 drama members for implementation.

B. Intermediate School

Noon Duty .....	4.8%
Cheerleader Advisor .....	4.4%
Assistant Cheerleader Advisor .....	2.2%
Yearbook .....	4.0%
Choir.....	1.0% Per grade level
Panda .....	4.1%
Band .....	2.0%
Student Council Advisor .....	1.0%
Fifth Grade Orientation Coordinator.....	1.0%
Math Night.....	1.0%
Cross-Country.....	4.0%
Academic Challenge Advisor .....	2.0%

C. Elementary School

Elementary Music .....	4.0%
Elementary Gym Show .....	2.0%
Elementary Yearbook .....	2.0%

D. Miscellaneous

Dance Chaperone.....	\$10.00 per event, per teacher
Lead Mentor.....	1-3 Mentors 3%, 4 plus Mentors 6%
Mentor Teacher .....	2.0%

*(When assigned by the Superintendent to assist a Resident Educator.)*

Employees who attend a minimum of ten (10) extra-curricular activities (plays, concerts, athletic contests, student recognition banquets academic challenge meets, or serving as judge for speech tournaments) for which the employee does not hold a supplemental contract shall have priority in checking out and early release on the teachers' last day of school. Attendance at an activity at a building in which the employee does not work counts toward the ten (10) activity total unless the employee's child is participating in that event. The signature of the building administrator shall serve as verification of attendance.

6.09 Mileage Allowance

6.091 Mileage Reimbursement

The Board shall pay a mileage reimbursement at the current IRS rate per mile to any employee who must travel between buildings or into the community during the school day in order to fulfill his/her assigned duties.

6.092 Restriction

This provision shall not apply to those duties which are assigned under a supplemental contract.

6.10 Employee Insurances

6.10 Employee Insurances

6.101 Insurance Coverage

The Board shall provide all employees with insurance coverage pursuant to Mahoning County Insurance Consortium ONE Plan. The plan booklet is hereinto incorporated by reference. The Board shall provide 90% of the total cost of the following: Comprehensive Hospitalization and Surgical; Major Medical; Outpatient; Surgery; Diagnostic, Laboratory, and Emergency Care. The Board shall provide 100% of the total cost of the following: Dental, Term Life, and Prescription Drug.

The Board shall provide 90% of the total premium cost of the following: Medical, Dental and Prescription coverage.

The plan will have four premium levels:

- Employee
- Employee plus child(ren)
- Employee plus spouse
- Employee plus spouse plus child(ren)

6.102 Spousal Eligibility

- A. An employee's spouse who is enrolled for coverage with the district and who has retired and has access to continuous group health insurance coverage pursuant to his/her retirement must enroll in the retirement health insurance plan for at least single coverage;
- B. An employee's spouse not covered in Section A above who is enrolled for coverage with the district must enroll in his/her employer's health insurance for single coverage minimally if the employee's spouse:

- (1) works a minimum of twenty (20) hours per week; and
  - (2) has access to continuous group health insurance coverage pursuant to employment outside the district at a cost of not more than Three Hundred Dollars (\$300.00) per month.
- C. An employee's spouse is deemed to have "access to continuous group health insurance" coverage when:
- (1) the spouse can enroll in his/her employer's health insurance plan, or;
  - (2) the spouse elects not to enroll in his/her employer's plan but receives a stipend or higher salary, or the spouse could have taken the health plan and not taken the stipend, or;
  - (3) the spouse receives a "cafeteria" or similar plan benefit from the spouse's employer that allows the spouse the choice of health insurance, life insurance, annuity premium or other benefits, or;
  - (4) the spouse is the owner, partner, or has a form of proprietary interest in an enterprise that provides no cost health benefits to its employees.
- D. Each employee who has enrolled in the district's family insurance plan must complete and provide to the Treasurer Appendix Form E annually on or before August 1 of each school year.

#### 6.103 Insurance Contracts

The Board shall provide to the SLCTA one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this contract. Copies of existing contracts shall be provided to the SLCTA within one (1) workday of ratification of the Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided within one (1) workday after they are received by the Board.

#### 6.104 Plan Descriptions

Within thirty (30) days following the signing of the Agreement and as changes are implemented, each employee shall receive a plan description for each insurance benefit provided by the Board.

#### 6.105 Continuation of Coverage

The Board shall permit all employees who have been granted unpaid leaves of absence to remain in the employee insurance group for all coverages

provided by the district at the employee's expense for the duration of said unpaid leave. Employees who elect not to continue any or all coverages during such unpaid leave shall, upon reinstatement, complete and deliver to the Treasurer's Office the notice of intent to reinstate insurance to the Board-provided coverages.

- A. It shall be the obligation of the Board to provide the employee with the notice of intent to reinstate insurance (Appendix C) at the time the employee notifies the Board of the date of return from leave.
- B. It shall be the obligation of the employee to deliver the completed notice of intent to reinstate insurance to the Treasurer's Office prior to the date of the employee's reinstatement to duty. The Board shall not be liable for a lapse in insurance coverage that occurs as a result of an employee's failure to complete and deliver the notice of intent to reinstate insurance and the enrollment card(s) to the Treasurer's Office in a timely manner.

Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided at the Board's expense.

- C. All coverages provided hereunder shall terminate effective with the effective date of cessation of employment with the Board for any reason, including but not limited to: death; disability; retirement; resignation; reduction in force; non-renewal or termination.

#### 6.106 Change in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the SLCTA President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the SLCTA a complete copy of the bid specifications or the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

#### 6.107 Vision Care Reimbursement

During the term of this Agreement, September 1, 2016 through August 31, 2019, the district shall reimburse an employee up to a maximum of Four Hundred Dollars (\$400.00) for eye examinations or corrective lenses purchased either for the employee, spouse or dependent child. The employee shall submit a completed purchase order with original receipts attached to the treasurer's office for reimbursement. Employees hired after July 1, 2017 shall be reimbursed up to a maximum of Three Hundred Dollars (\$300.00). Employees hired July 1, 2018 shall be reimbursed up to a maximum of Two Hundred Dollars (\$200.00).

#### 6.11 Term Life

All employees shall receive a term life insurance policy of \$50,000.

#### 6.12 STRS Pick-Up

- A. An addendum to each employee's contract or salary notice will be prepared which states that the employee's contract salary is being restated as consisting of (a) a cash salary component and (b) an STRS pick-up component, which is equal to the amount of the employee STRS contributions being "picked up" by the Board.
- B. W-2 information at the end of the calendar year will show employee's contract salary less the STRS amount "picked up" by the Board for all taxing purposes.

### ARTICLE VII. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

#### 7.01 Membership

The LPDC shall be composed of five (5) members. Three (3) persons shall be selected by the Association through the process identified by the local Association constitution/bylaws. All members shall agree to participate in LPDC training which shall be paid for by the Board. Such LPDC training may constitute appropriate professional development activity for committees on the LPDC. If the training is not held during release time, the member will be paid as in 7.04.

#### 7.02 Term of Membership

The term of membership for LPDC shall be three (3) years, except the initial term shall be staggered (1 year, 2 years, 3 years) to provide continuity. Vacancies shall be filled in the same manner as the initial process.

#### 7.03 Authority

The LPDC shall have the authority to develop its own policies and bylaws. All criteria for license shall be distributed.

#### 7.04 Pay Schedule

LPDC committee members shall be paid the hourly rate specified in Article 6.064 of the Collective Bargaining Agreement.

#### 7.05 Secretarial Services

Secretarial services, certificate/license tracking services, and storage of information will be provided and paid by the Board.

#### 7.06 Appeals Procedure

There shall be a two-step appeals process which shall be:

1. Reconsideration - the disputee shall meet with the LPDC committee to try to resolve any areas of disagreement. If the disputee and LPDC committee can not resolve areas of difference, the disputee may appeal to a triparte panel. The request shall be made in writing to the LPDC chairperson within ten (10) working days of the reconsideration meeting.

The triparte panel shall be composed of:

- a. One person from Springfield Local School District selected by the disputee.
- b. One person from Springfield Local School District selected by the LPDC committee who is not a committee member.
- c. One person from Springfield Local School District selected by the panel members selected in a and b.

The panel shall hear the dispute within twenty (20) working days of receipt by the LPDC chairperson of the appeal from the disputee.

The panel shall issue a decision in writing within five (5) working days of the conclusion of the triparte panel hearing.  
The panel decision shall be final and binding.

### ARTICLE VIII. EFFECTS OF THE CONTRACT

#### 8.01 Amendment

This contract contains the full and complete agreement between the Board and the SLCTA on all negotiated items. This contract may be added to, deleted from, or otherwise changed only by a mutual agreement in writing properly signed by each party.

#### 8.02 Severability

##### 8.021 Unlawful Provisions and Applications

If any provision of this Agreement or any application of this Agreement to any

employee or group of employees be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### 8.022 Determination of Unlawful Provisions and Applications

No provision or application of this Agreement shall be deemed contrary to law until such determination has been rendered by the court of highest competent jurisdiction to which the matter has been submitted.

#### 8.03 Legal Rights

Nothing in this Agreement shall deny any employee rights or privileges that are granted to said employees by the Ohio Revised Code or any other statute or law.

#### 8.04 Conflicts

It is understood that employees shall continue to serve under the direction of the Superintendent and in accordance with Board and Administration policies, rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

#### 8.05 Individual Contracts

All individual contracts entered into between an employee and the Board shall be consistent with the terms and conditions of this Agreement and compensation for Bargaining Unit positions shall not exceed those rates set forth in this Agreement.

#### 8.06 No Strike Provision

During the period that this Agreement is in full force and effect there shall be no withholding of services or strike. This provision shall not be construed to require employees to cross picket lines established by another employee organization.

#### 8.07 Duplication and Distribution

As soon as is reasonably possible after the parties have reached agreement, but not later than forty-five (45) days after said date, the Superintendent shall print copies of the Agreement and distribute a copy to all employees. Employees hired thereafter shall also be furnished with a copy. Any subsequent revisions or amendments made prior to the expiration of this Agreement shall be printed in entirety and distributed to all employees. Twenty-five (25) copies of the Agreement shall be provided to the SLCTA for its use. The expense for preparation of camera-ready copy of the Agreement for printing shall be borne by SLCTA. The expense for all printings shall be borne by the Board. The SLCTA will provide a copy of the completed agreement to the District on a CD or DVD.

8.08 Nondiscrimination

The provisions of this Agreement shall be implemented without regard for the race, creed, religion, sex, nationality, age, handicap, or marital status of any employee.

**CERTIFICATE  
(O.R.C. 5705.412)**

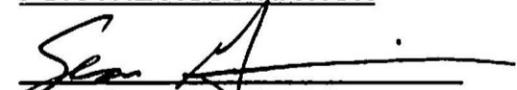
It is hereby certified that the Springfield local School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the attached, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

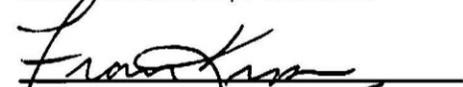
8.09 Duration

This agreement shall be effective from 12:01 a.m. September 1, 2016, and shall Remain in full force and effect through 11:59 p.m. August 31, 2019.

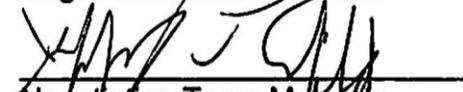
The parties to this Agreement, signed this date 11/17/15, as witnessed below.

**FOR THE ASSOCIATION**

  
Sean Guerriero, President

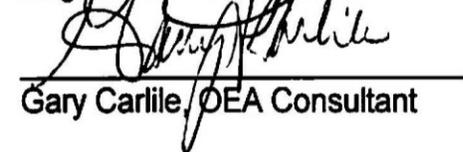
  
Negotiation Team Member

  
Negotiation Team Member

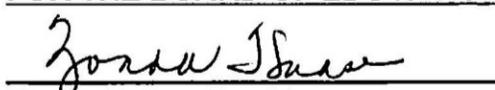
  
Negotiation Team Member

  
Negotiation Team Member

  
Negotiation Team Member

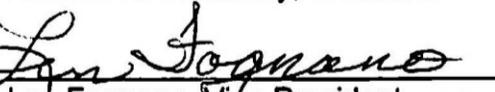
  
Gary Carlile, OEA Consultant

**FOR THE BOARD OF EDUCATION**

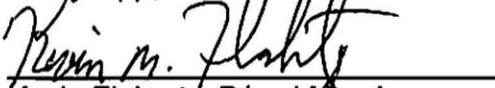
  
Zonda Haase, President

  
Thomas S. Yazvac, Superintendent

  
Edward N. Sobnosky, Treasurer

  
Len Fagnano, Vice-President

  
Kathy Lipp, Board Member

  
Kevin Flaherty, Board Member

  
Max Heint, Board Member

APPENDIX A

SPRINGFIELD LOCAL SCHOOL DISTRICT

ATTENDANCE AT PROFESSIONAL MEETINGS

Name \_\_\_\_\_

Date Request Submitted \_\_\_\_\_

Position \_\_\_\_\_

Conference \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Date of Conference: From \_\_\_\_\_ Through \_\_\_\_\_

Reason for Request \_\_\_\_\_

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

PLEASE CHECK ONE

Bus \_\_\_\_\_ Air \_\_\_\_\_ Auto \_\_\_\_\_

COST

Lodging \_\_\_\_\_ Bus \_\_\_\_\_

Food \_\_\_\_\_ Air \_\_\_\_\_

Mileage \_\_\_\_\_ Auto \_\_\_\_\_

Registration \_\_\_\_\_ State Reimbursement? \_\_\_\_ Yes \_\_\_\_ No

List meals included in the registration fee: \_\_\_\_\_

Total Cost \_\_\_\_\_ Comments: \_\_\_\_\_

Substitute Needed \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
SUPERINTENDENT

APPENDIX B

SPRINGFIELD LOCAL SCHOOL DISTRICT

REQUEST TO USE PERSONAL LEAVE

Personal leave is for personal reasons and may not be used for outside employment or for business related to outside employment. Personal leave requests may be denied when three (3) known absences in the high school, three (3) known absences in the intermediate school, or three (3) known absences in the elementary school exist on the date of leave request. All personal leave immediately before or after a school holiday or recess shall be subject to the approval of the Superintendent. A separate Form is required for each day of personal leave requested. Except in the case of emergency, this form is to be submitted to the Superintendent at least forty-eight (48) hours prior to the requested day of personal leave.

DATE OF PERSONAL LEAVE REQUESTED: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

SUPERINTENDENT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPENDIX C

NOTICE OF INTENT  
TO REINSTATE INSURANCE

Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Please complete Appendix C to indicate your insurance coverage status after returning to active employment and attach it to this Appendix with the above information. Execution of this form indicates you intend to be enrolled on District health insurance coverage upon returning to active employment under the terms of this collective bargaining agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

APPENDIX D

SPRINGFIELD LOCAL SCHOOL DISTRICT ASSAULT REPORT FORM

NAME OF ASSAULTED EMPLOYEE \_\_\_\_\_ HOME PHONE # \_\_\_\_\_

BUILDING \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

DATE OF ASSAULT \_\_\_\_\_ APPROX. TIME OF ASSAULT \_\_\_\_\_ AM/PM

PLACE OF OCCURRENCE \_\_\_\_\_

NAME OF PERPETRATOR(S) \_\_\_\_\_

PLEASE CIRCLE THE RELEVANT DATA:

PHYSICAL ASSAULT	ASSAULT WITH WEAPON	PERSONAL PROPERTY DAMAGE	SCHOOL PROPERTY DAMAGE	PERSONAL INJURY
---------------------	---------------------------	--------------------------------	------------------------------	--------------------

THIS INCIDENT WAS REPORTED TO: \_\_\_ PRINCIPAL \_\_\_ JUVENILE AUTHORITIES  
\_\_\_ POLICE

ACTION HAS BEEN TAKEN BY: \_\_\_ SCHOOL \_\_\_ JUVENILE AUTHORITIES \_\_\_ POLICE  
(If checked, please describe the action taken)

\_\_\_\_\_

BRIEFLY DESCRIBE THE INCIDENT \_\_\_\_\_

\_\_\_\_\_

INCIDENT COULD HAVE BEEN PREVENTED OR ALLEVIATED IF \_\_\_\_\_

\_\_\_\_\_

THE INCIDENT WAS REPORTED TO THE BUILDING PRINCIPAL BY: \_\_\_\_\_

\_\_\_\_\_

SUBMIT IN DUPLICATE

APPENDIX E  
Springfield Schools Health Plan  
Coordination of Benefits Questionnaire Years

Member \_\_\_\_\_ SSN \_\_\_\_\_

Spouse's Name \_\_\_\_\_ SSN \_\_\_\_\_

Article 6.102 of the collective bargaining agreement provides that all spouses of covered employees who pay less than \$300 per month for single coverage health care or have available health care other than Medicare if retired must enroll in his/her employer's health insurance plan for single coverage minimally. This form must be completed and returned to the Treasurer on or before August 1 of each school year before coverage and/or claims can be determined.

Please check the applicable box below.

My spouse is covered under the Springfield Local School District Medical Plan and is:

- Unemployed.  
*Sign acknowledgement below.*
- Employed less than 20 hours per week on average over a 12-month period.  
(10-month period for a school district employee)  
*Sign acknowledgement below.*
- Retired receiving no benefits other than Medicare. Spouse retired from \_\_\_\_\_  
*Sign acknowledgement below.*
- Employed by the Springfield Local School District.  
*Sign acknowledgement below.*
- Employed over 20 hours per week with no available health care benefits.  
*Sign acknowledgement below and spouse's employer must complete form on page 2.*
- Employed—available health care benefits cost over \$300 per month for single coverage.  
*Sign acknowledgement below and spouse's employer must complete form on page 2.*
- Retired with health care available.  
*Sign acknowledgement below and spouse's employer must complete form on page 2.*
- Employed over 20 hours per week with health care benefits available for less than \$300 per month for single coverage.  
*Sign acknowledgement below and spouse's employer must complete form on page 2.*

SIGNATURE REQUIREMENT-EMPLOYEE ACKNOWLEDGEMENT:

If my spouse's employment status changes, I understand I must notify the District Treasurer within 30 days of that change. If an employee or dependent, or anyone acting on behalf of either, makes a false statement or withholds relevant information which results in providing coverage or payment of a claim or claims which would not otherwise have been provided or paid, the employer, its insurer, or assignee may recover from the person responsible or from the person for whom the benefits were paid any amounts wrongfully paid, including legal fees.

Employee Signature \_\_\_\_\_

Date: \_\_\_\_\_



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