

SPRINGBORO COMMUNITY SCHOOLS

CONTRACT

BETWEEN

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

AND

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

EFFECTIVE FROM:

JULY 1, 2021

To

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PREAMBLE

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

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

ARTICLE I – RECOGNITION

1.01 Definition of Bargaining Unit

- (a) The Springboro Community City School District Board of Education, hereinafter referred to as the "BOARD", recognizes the Springboro Education Association, OEA/NEA, hereinafter referred to as the "ASSOCIATION", as the exclusive and sole collective bargaining representative for all purposes permitted by Chapter 4117 of the Ohio Revised Code for all certificated/licensed employees under Ohio Revised Code Title 33 including teachers, counselors, librarians, and school psychologists but excluding all substitutes, "auxiliary service" employees, administrative staff and/or supervisory employees, as defined in Chapter 4117 of the Ohio Revised Code, and all other employees of the BOARD. These exclusions shall include the Superintendent, Assistant Superintendent, Treasurer, Directors Principals, Assistant Principals, Coordinator(s), Athletic Director, Business Manager, Coordinator/Supervisor, and Assistant Athletic Director.
- (b) As used in this AGREEMENT, the term "employee(s)" refers to all employee(s) included in the bargaining unit described above in Section 1.01(a).
- (c) Association membership is annual with the membership year being September 1 through August 31. Once a Member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.
- (d) Any Member who wishes to cancel their membership must notify the ASSOCIATION Treasurer in writing between August 1st and August 31st. A Member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for the remaining dues, fees, and assessments of the current membership year pursuant to Section 5.10 of this AGREEMENT and by such cancellation acknowledges that they are forgoing any rights specifically reserved to Members of the ASSOCIATION. Members wishing to cancel his/her membership shall be responsible for the termination of their dues deduction pursuant to Section 5.10 of this AGREEMENT and all relevant OEA Board Policies.

1.02 Management Rights of the BOARD

- (a) The ASSOCIATION recognizes the BOARD as the locally elected body charged with the establishment of policy of public education in the Springboro Community City School District and as the employer of all personnel of this school system under State law. The ASSOCIATION further recognizes that the BOARD has the sole responsibility for the management and control of all the public schools of whatever name or character in the District and has the full authority to establish the rules and regulations by which the District will be governed as provided in the Ohio Revised Code, except as limited by specific provisions of this Contract.

- (b) It is specifically agreed that the BOARD has all management rights set forth in Section 4117.08 of the Ohio Revised Code.
- (c) The term Superintendent used herein shall mean the Superintendent or his designee.

ARTICLE II - PROFESSIONAL NEGOTIATIONS PROCEDURES

2.01 Initiation of Negotiations

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

2.02 Professional Negotiations Meetings

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

2.03 Negotiation Teams

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

same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.

2.04 Information

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

2.05 Recesses

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

2.06 Item Agreement

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

2.07 Agreement

- (a) When a tentative agreement on the entire contract is reached through negotiations, the outcome will be reduced to writing signed by the spokesperson of each negotiating team and submitted to the ASSOCIATION's general membership with a recommendation for acceptance by the ASSOCIATION's bargaining team and to the BOARD with a recommendation for acceptance by its team.
- (b) The ratification vote by the ASSOCIATION's membership shall be communicated to the BOARD by the President of the ASSOCIATION in writing. Upon receipt of written notification that the ASSOCIATION has ratified the tentative agreement, the BOARD shall meet within fourteen (14) calendar days to vote on the tentative agreement.
- (c) After the AGREEMENT is fully executed by the BOARD and the ASSOCIATION, the BOARD will have the agreement posted on the BOARD'S internal website so that all employees in the bargaining unit, all members of the administrative staff, the ASSOCIATION, and the BOARD will be able to review it.

2.08 Dispute Resolution - Mediation

- (a) In the event that full tentative agreement is not reached at least sixty (60) calendar days prior to the expiration (or reopener, if applicable) date specified in the AGREEMENT, the parties mutually agree to utilize the services of a Mediator designated by the Federal Mediation and Conciliation Service. So that a Mediator can be promptly designated and be of assistance to the parties when needed, the parties will no later than seventy (70) calendar days prior to the expiration (or reopener, if

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

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

2.09 Waiver of ORC 4117 Fact Finding Procedures

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

2.10 Right to Strike

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

2.11 Provisions Contrary To Law

- (a) This collective bargaining agreement supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in Section ORC 4117.10 (A), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Employer.
- (b) If any provision of this Agreement shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the contract. The parties shall meet within thirty (30) calendar days upon request of either party to negotiate any necessary change in the Agreement relative to the affected provision. Said negotiations shall be in accordance with provisions outlined in this Article.

- (c) In the event any language in this AGREEMENT is contrary to law pursuant to Chapter 4117, the BOARD and the ASSOCIATION intend for that language to supersede and replace Ohio law where permissible.

2.12 Change in Law During Agreement

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

ARTICLE III – NON-DISCRIMINATION

3.01 Non-Discrimination

- (a) The BOARD and the ASSOCIATION agree that there shall be no discrimination against any employee based on race, color, creed, age, sex, sexual orientation, gender identity, gender expression, national origin, disability or handicap, marital status, veteran status, political affiliation and/or union membership/activism, all as in accordance with and as limited by the provisions of applicable law.

3.02 Request for Accommodation

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

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Grievance Policy

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

4.02 Definitions

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

4.03 Purpose

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

4.04 Grievance Procedure

- (a) Step One: Discussion with Administrator
 - (1) Any employee having a grievance should first discuss such grievance and identify that he/she is beginning the grievance procedure with the appropriate Administrator.
- (b) Step Two: Written to Administrator
 - (1) If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to file a written grievance with the appropriate Administrator.

If such grievance is not filed within twenty (20) working days after the occurrence of the act or the condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall be on standard form (Appendix A) and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of this Agreement allegedly violated, misinterpreted or misapplied.

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

(c) Step Three: Appeal to Superintendent

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

(e) Step Four: Arbitration

- (1) The ASSOCIATION may, within ten (10) working days after the issuance of the Step Three answer, demand arbitration in accordance with the rules and regulations of the American Arbitration Association; provided, however, it does not have the right to appoint an arbitrator who is not mutually agreeable

to the parties. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. The arbitrator has the authority to determine arbitrability if such an issue exists. Cost for the services of the arbitrator, including per diem expenses and actual and necessary travel expense, shall be borne equally by the parties.

4.05 Withdrawal of Grievance

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

4.06 Prohibition of Reprisals

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

ARTICLE V - ASSOCIATION RIGHTS

5.01 Dissemination of Information

- (a) The ASSOCIATION shall have the following sole and exclusive rights:
- (1) To use bulletin boards in the employees' workroom(s) for the posting of official ASSOCIATION announcements or bulletins; provided, however, this shall not permit the posting of any item concerning any School Board candidate election.
 - (2) To use the school mail, email, and mailboxes, provided that all material distributed to employees shall be sent to the Principal of the building and to the Superintendent concurrent with distribution.
 - (3) To have its President furnished with the names and addresses of newly employed employees following BOARD approval of their contracts.
 - (4) To be given two (2) hours during the general All-Staff Meeting at the start of the school year.
 - (5) To written notice from ADMINISTRATION to the ASSOCIATION President of the date, time, and location of all bargaining unit member orientations not less than ten (10) calendar days prior to any orientation meeting.
 - (6) To be given one (1) hour to meet with newly employed employees for instruction regarding registration and enrollment in the ASSOCIATION.
 - (7) To the following bargaining unit member information provided by the BOARD in an electronic format to the ASSOCIATION President no later than September 30 of each school year and within twenty (20) days of any change in information:
 - Name
 - Home address
 - All phone numbers provided to the DISTRICT
 - Personal email address
 - Work site
 - Grade level and/or assignment
 - Date of hire
 - Full time equivalent (FTE) status
 - Employment status (e.g., limited contract, continuing contract)
 - Type of credential (e.g., provisional, professional, permanent)
 - An indication of whether the bargaining unit member is participating in payroll deduction of ASSOCIATION dues.

5.02 Use of Facilities and Equipment

- (a) The ASSOCIATION shall have the right to use school rooms and equipment when such rooms and equipment are not in use and provided that use is arranged in advance and does not interfere with the school program, at no cost to the ASSOCIATION, that the purpose is for internal business of the ASSOCIATION.

5.03 ASSOCIATION Meetings With Members

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

5.04 BOARD Meetings

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

5.05 District Committees

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

5.06 Prohibition of Reprisals

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

5.07 Right to Representation

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

5.08 ASSOCIATION Related Meetings

- (a) The local ASSOCIATION President and officially elected delegates or alternates shall be given leave by the BOARD to attend the annual NEA/OEA Representative Assemblies. The ASSOCIATION shall be responsible for paying the cost of the substitute for said delegates.
- (b) The ASSOCIATION shall also be allowed to purchase up to five (5) days release time for the President or any authorized designee by reimbursing the District for the cost of the substitute.
- (c) An ASSOCIATION Member who is elected to state and national offices of the ASSOCIATION'S affiliated organizations, and has requested leave, shall be permitted to attend these meetings without loss of pay and a substitute shall be provided by the ASSOCIATION. Days afforded by this section shall not exceed seven (7) days without mutual agreement.

5.09 Payroll Deductions

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

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

5.10 ASSOCIATION Dues

- (a) The BOARD shall provide for the voluntary payroll deduction of United Education Professional dues for any employee authorizing such deduction. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the EMPLOYER is notified by the ASSOCIATION to cease deductions.
- (b) Employees desiring to have such dues, fees, and assessments deducted must sign an authorization form authorizing such payroll deduction.
- (c) Dues will be deducted in twenty (20) equal amounts beginning with the second payday in October for all employees authorizing such deduction, provided the Treasurer of the BOARD receives the data necessary to make such deduction prior to September 15th. In the event the necessary data is not timely received, deductions shall commence on the earliest payday possible after the data is received. Any employee authorizing such deduction after the first payroll deduction period shall have the dues divided equally over the remaining pay periods.
- (d) In the event an EMPLOYEE severs employment or terminates their membership outside of the ASSOCIATION drop window outlined in Section 1.01 (E), the DISTRICT Treasurer shall deduct all owed and remaining dues from the EMPLOYEE'S next check immediately following such notification.

5.11 Fair Share Fee

The ASSOCIATION and the BOARD agree to cease the collection of fair share fees as outlined in this Section pursuant to the ruling by the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees (AFSCME), Council 31.

In the event of a ruling by the U.S. Supreme Court or by other constitutional means reversing the decision in the Janus v. AFSCME case the ASSOCIATION and the

BOARD agree that the language outlined in this Section shall be made immediately enforceable.

(a) Payroll Deduction of Fair Share Fee

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

(b) Notification of the amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the ASSOCIATION, shall be transmitted by the ASSOCIATION to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the BOARD agrees to promptly transmit all amounts deducted to the ASSOCIATION.

(c) Schedule of Fair Share Fee Deductions

(1) All Fair Share Fee Payers

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

a. Sixty (60) days employment in a bargaining unit position or

b. January 15th.

(2) Upon termination of membership during the membership year the Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

(d) Transmittal of Deductions

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

(e) Procedure for Rebate

- (1) The ASSOCIATION represents to the BOARD that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the ASSOCIATION and that such procedure shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- (f) Entitlement to Rebate
- (1) Upon timely demand, non-members may apply to the ASSOCIATION for an advance rebate of the fair share fee pursuant to the internal procedure adopted by the ASSOCIATION.
- (g) Indemnification of Employer
- (1) The ASSOCIATION, on behalf of itself and the OEA and NEA, agrees to indemnify the BOARD for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The BOARD shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The ASSOCIATION shall reserve the right to designate counsel to represent and defend the employer;
 - c. The BOARD agrees to: (1) Give full and complete cooperation and assistance to the ASSOCIATION and its counsel at all levels of the proceeding; (2) Permit the ASSOCIATION or its affiliates to intervene as a party if it so desires, and/or (3) To not oppose the ASSOCIATION or its affiliates' application to file briefs amicus curiae in the action.
 - d. The BOARD acted in good faith compliance with the fair share fee provision of this agreement; however there shall be no indemnification of the BOARD if the BOARD intentionally or willfully fails to apply (except due to court order) or misapply such fair share fee provision herein.

5.12 President Release Time

- A. If the president of the association has a preschool, K-5 classroom assignment, he/she shall not be assigned to perform any non-teaching duties during the workday. This will allow the president to attend to association business.
- B. If the president of the association has a preschool, K-5 assignment, but without a homeroom, he/she shall have a schedule that includes a daily

period to attend to association business. This period shall be in addition to the planning time provided in Article 15.03.

- C. If the president of the association has a grade 6-12 assignment, he/she shall have a schedule that includes a daily period to attend to association business. This period shall be in addition to the planning time provided in Articles 15.035 and 15.04.

ARTICLE VI - LIAISON COMMITTEES

6.01 Faculty/Staff Advisory Committee

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

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

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

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

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

6.02 Superintendent/Association President Advisory

- A. In an effort to further a good working relationship between the parties, the Superintendent and Association President shall meet periodically as requested by either party.
- B. The purpose of such meetings shall be to discuss issues, concerns or problems with the intent to develop possible resolutions.
- C. Either party may elect to have other employees, officers or consultants attend, provided advance notice is given to the other.

6.03 Prohibition of Reprisals

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

ARTICLE VII - PROFESSIONAL PERSONNEL RECORDS

7.01 Contents of Personnel Records

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

7.02 Access to Personnel Records

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

7.03 Material Placed in Personnel Files

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

sign the material, this shall be noted on the material placed in the personnel file. An employee shall have the opportunity to reply to any material placed in his/her personnel file in a written statement to be attached to the filed copy. The employee will be given a copy of such material. Any written reprimand or other disciplinary action of record except for suspensions without pay taken against an employee shall be deemed null and void and of no force and effect either three (3) years after the date of issuance, provided there has been no other discipline during such three (3) year period, or three (3) years after the date of issuance of the last discipline of record, whichever is the later date. Records of suspensions without pay shall be deemed null and void and of no force and effect either ten (10) years after the date of issuance, provided there has been no other discipline during such ten (10) year period, or ten (10) years after the date of issuance of the last discipline of record, whichever is the later date.

7.04 Procedures for Complaints of Record

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

7.05 Employee Right to Copies of File Materials

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

ARTICLE VIII – EVALUATION

8.01 Objectives Philosophy of Evaluation

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

8.02 Purpose of Evaluation

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

Pursuant to the Ohio Teacher Evaluation System (OTES) as required by Sections 3319.111 and 3319.112 of the Ohio Revised Code, the following procedure will be utilized for all employees. Additionally, the Ohio School Counselor Evaluation System (OSCES) will be utilized for the counselors, the Ohio School Library Media Specialist evaluation and rubric, developed by OELMA, will be utilized for licensed media specialists, and the Ohio School Psychologists Association developed evaluation tool will be utilized for school psychologists and related services (SLP, P/T, O/T) employed by the BOARD.

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

8.03 Evaluators

- a) An evaluator shall be a principal or a principal or special education administrator for speech pathologists, school psychologists, or other related services, employed under a contract pursuant to Sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) license named under Division (a), (b), (c), (d) of Section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.
- b) By September 30 of each school year, each building principal will provide written notice to employees assigned to his/her building which head or assistant principal will be conducting the annual evaluation.

- c) An employee who travels between buildings shall be evaluated by the principal where he/she spends the majority of his/her time, unless mutually agreed otherwise.
- d) In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, or ASSOCIATION involvement.

8.04 Evaluation Frequency and Procedure / Teaching Performance

a) Annual Evaluations shall occur for:

1. A teacher in his/her first year of employment with the BOARD;
2. A teacher in his/her second year of employment with the BOARD;
3. A teacher in his/her third year of employment with the BOARD;
4. A teacher who receives an evaluation rating of developing;
5. A teacher who receives an evaluation rating of ineffective.

b) Skilled Evaluation Rating

If an employee's final evaluation rating is skilled, he/she will be evaluated every other year.

Additionally, an employee whose final evaluation rating is skilled and therefore not subject to an annual evaluation, may notify the head principal, via email, by September 15th of any school year that he/she would like to be formally evaluated during the year.

c) Accomplished Evaluation Rating

If an employee's final evaluation rating is accomplished, he/she will be evaluated every three (3) years.

d) Leaves of Absence

An employee who is scheduled to be on a leave of absence for more than fifty percent (50%) of the school year shall not be formally evaluated.

e) Notice of Retirement

An employee who submits a notice of retirement by November 1 and such retirement is approved by the BOARD by December 1 shall not be formally evaluated during the school year.

- f) Sections b and c above apply to all employees, whether or not on a limited or continuing contract. However, the principal may elect to formally evaluate an employee during the school year prior to the expiration of the employee's limited contract. Said employee shall be notified by September 30 if the principal elects to evaluate.

8.05 Formal Procedure

- a) During an employee's first and second year of teaching with the BOARD, all observations shall be scheduled and announced.
- b) With the exception of a. above, only the first observation of the school year shall be scheduled and announced.
- c) Two (2) formal observations of at least thirty (30) consecutive minutes shall be conducted. There shall be at least ten (10) work days between formal observations. Additional observations may be conducted as determined by the principal if an ineffective rating is noted on the rubric. The principal will inform the employee during the post-observation conference following the second observation if additional observations shall be made.

Notwithstanding the provision above, an employee whose limited contract could be subject to a nonrenewal, shall be observed at least three (3) times by the principal. In such cases, the employee shall be informed in advance if an administrator, other than his/her evaluator, will conduct observations.

- d) For announced observations, a pre-observation conference shall occur between the principal and the employee at a mutually agreeable time. Within ten (10) work days after the observation, a post-observation conference shall be held between the principal and employee. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference.
- e) Within ten (10) days after an unannounced observation, a post-observation conference shall be held between the principal and employee. The principal shall provide a summary of the evidence observed to support his/her observations at the conclusion of the conference or within ten (10) work days following the conference.
- f) All observations shall be completed by May 1 of each year. By May 10, all summative evaluation reports shall be completed. The employee shall receive the final formal written evaluation report, which shall include evidence to support the principal's analysis and teaching performance designation.
- g) The employee may submit any comments/responses concerning the evaluation he/she deems necessary.
- h) All observations, including walkthroughs as described below of teaching performance, shall be conducted with full knowledge of the employee.
- i) Observation and/or evaluation conferences shall not be scheduled the first week of school, the first day of the second semester for those employees teaching a semester class, or on the day before or after Thanksgiving, Winter and Spring break.
- j) All conferences shall be scheduled at a mutually agreeable time between the principal and the employee.

8.06 Walkthroughs

- a) In addition to the observations described above, the principal shall use periodic walkthroughs as a means to observe an employee's teaching performance. A walkthrough shall be limited to a maximum of fifteen (15) minutes.

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

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

8.07 Evaluation Deficiencies

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

8.08 Completion of Evaluation Cycle

- a) The summative evaluation of an employee shall be based upon performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation report shall be completed by May 10 and verified by both parties.

8.09 Off-Cycle Observations

- a) In years when the employee is not subject to the formal evaluation because he/she has received an evaluation rating of accomplished or skilled he/she will be subject to an off-cycle observation. The principal shall conduct one (1) off-cycle observation of at least fifteen (15) to thirty (30) minutes. A post-observation conference shall be held within ten (10) workdays if the principal has a concern to discuss with the employee and the completed Observation Report, using the informal observation form in OhioES, shall be discussed. If a post observation conference is not held, the principal shall notify the employee that his/her observation is complete on the OhioES system. The process outlined in this Section shall be completed by May 1st.

8.10 High Quality Student Data (HQSD)

- a) Data obtained from HQSD shall not be used for employment decisions, including but not limited to, nonrenewal, termination, reduction in force and recall.
- b) No evaluation factor shall be impacted solely by student performance on a test or tests.
- c) HQSD shall not be aggregated to provide "shared attribution" among teachers in the District, building, grade, content area, or other group.

8.11 Professional Growth and Improvement Plans

- a) Professional growth and/or improvement plans shall be developed in accordance with BOARD policy and state law.
- b) The improvement plan shall utilize the form found in Appendix G of this AGREEMENT.

8.12 Due Process

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

8.13 Contract Evaluation Procedures and State Statutes

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

8.14 Evaluation Committee

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

1. The committee shall be comprised of four (4) ASSOCIATION members appointed by the ASSOCIATION President and four (4) members appointed by the Superintendent. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

c) Committee Operation

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

ARTICLE IX - VACANCIES, ASSIGNMENTS AND TRANSFERS

9.01 Vacancies and Postings

- (a) A vacancy shall be defined as a position within the bargaining unit which results from a resignation, retirement, death, nonrenewal, or termination that the administration determines to fill or the creation of a new position.
- (b) Vacancies shall be posted for five (5) work days. The notice of vacancy shall be sent through the internal email system by the Human Resource Department and posted on the district's website. The notice shall include the grade level, academic content area, building and timeline for notification of interest in the position.
- (c) An employee interested in the vacancy shall notify Human Resources by email within the specified timelines in the posting.
- (d) Current employees who are qualified by certificate/license for the position and who notify Human Resources of their interest in the position will be considered for the position before individuals not in the employ of the BOARD are hired. Considered means that an employee will be interviewed by a building principal/administrator when the employee applies for any position in that building principal/administrator's building. The building principal/administrator does not have to interview the employee in the same school year if the employee applies for that position again or for any other position in the building.
- (e) The EMPLOYEE may request a meeting with the building principal/administrator to discuss the reasons for not being selected to fill a vacant position.

9.02 Vacancies During the School Year

Vacancies occurring during the school year shall be filled with a temporary employee for the remainder of the school year. The employee filling the position will be considered temporary and his/her contract will automatically expire and not be subject to nonrenewal or reduction in force. The position shall then be posted in the spring as a vacancy as specified in Section 9.01 above.

9.03 Shifts in Enrollment/Redistricting

- (a) When a transfer must be made due to a reduction in the number of classes within a grade level within a building or department, the least senior employee properly certified/licensed shall be subject to a transfer provided no other employee from the same grade level or department has volunteered to transfer to a vacancy.
- (b) When a transfer must be made due to redistricting or reassignment of grade levels to other buildings, all employees shall remain in their current assignment. Any such employee transferred due to redistricting or

reassignment of grade levels to other buildings shall have the opportunity to express interest in vacancies as defined in Section 9.01 above.

- (c) Under normal circumstances a transfer pursuant to (a) and (b) of this Section shall occur by May 30th. Transfers after May 30th shall occur only as a result of other extenuating circumstances.
- (d) Prior to a transfer pursuant to (a) or (b) of this Section, the affected Member(s) may meet with the principal or immediate supervising administrator and/or the Superintendent or his/her designee to discuss the reasons for the transfer.

ARTICLE X – REHIRE RETIREES

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

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

- (j) Employees shall be entitled to all other benefits provided by the Negotiated Agreement unless otherwise limited by specific provisions of this Article.
- (k) The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Negotiated Agreement or in any part of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, and 3319.111.

ARTICLE XI - DISCIPLINE- NON-RENEWAL- DISMISSALS

11.01 Discipline

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

11.02 Non-Renewal

- (a) Notwithstanding any provisions of the Ohio Revised Code which requires otherwise, it is agreed and expressly understood by the BOARD and the ASSOCIATION that during the term of this AGREEMENT the language in this section shall be considered the complete and total non-renewal provisions of the School District.
- (b) A recommendation by the Superintendent to the BOARD for the non-renewal of an employee's regular limited contract shall take into account the employee's ability or lack thereof, and the degree of professional competency of the employee, or the lack thereof.
- (c) A full written record of evaluation of an employee's professional service shall be maintained in accordance with the evaluation procedure and such written record shall be complete prior to any recommendation for the non-renewal.
- (d) Upon a decision by the Superintendent to recommend non-renewal of an employee's contract, but prior to the Superintendent's recommendation of non-renewal to the BOARD, the Superintendent shall notify the employee in writing of said non-renewal decision, which shall include the reasons for his recommendation. The employee shall have the opportunity for a conference with the Superintendent to discuss the reasons for the non-renewal recommendation. In the event the Superintendent's reasons for non-renewal are not disclosed in the employee's written evaluation record, such reasons shall have been properly documented as required by the provisions of this Agreement. (See Article VII, Section 7.03.)
- (e) The Superintendent shall recommend and the BOARD shall act on a non-renewal recommendation prior to June 1 of the year in which the employee's contract expires.
- (f) Within seven (7) calendar days of receipt of the BOARD's written notice of non-renewal, the employee may request in writing to the Treasurer of the BOARD a hearing with the BOARD regarding the contract non-renewal. Said employee shall be notified within ten (10) calendar days of the time, date, and place of the hearing which shall be within thirty (30) calendar days of the request.

- (g) The hearing regarding non-renewal must be conducted by a majority of the BOARD and in executive session unless the BOARD and the employee mutually agree to hold a public hearing. A record of the hearing may be taken by either the BOARD or the employee at the expense of the party taking the record.
- (h) The BOARD shall issue a written decision and order to the employee within ten (10) calendar days of the conclusion of the hearing either affirming or vacating the BOARD's action of non-renewal. Should the BOARD vacate the non-renewal, all reference to said non-renewal shall be expunged from the employee's record.
- (i) The employee shall have the right to representation by the ASSOCIATION at each step of this procedure.
- (j) Upon completion of the procedures set forth in this Article, the employee may use the grievance-arbitration procedures in this Agreement to grieve procedural but not substantive/merit issues, with the arbitrator having the authority in an appropriate case to remedy procedural errors only.
- (k) The provisions of Section 11.02 shall supersede and replace applicable provisions of the Ohio Revised Code to include, but not limited to, R.C. 3319.11 and 3319.111.

11.03 Dismissal

- (a) The BOARD shall also have the right to terminate the contract of an employee for just cause. The termination of an employee shall be subject to the grievance/arbitration provisions of this Agreement.

ARTICLE XII - SENIORITY/REDUCTION IN FORCE/RECALL

12.01 Seniority

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

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

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

12.02 Seniority List

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

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

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

12.03 Reduction in Force

- (a) When a staff reduction is necessary, based upon reasons established in Ohio Revised Code 3319.17, the Superintendent shall give written notice by certified mail of the intent to recommend the suspension of contracts to the employees so affected and to the ASSOCIATION President. A list of all those affected shall be given to the ASSOCIATION. The notification to the employees and to the ASSOCIATION shall be given thirty (30) calendar days prior to the BOARD meeting at which action will be taken on the reduction in force in order to allow the ASSOCIATION to confer with the Superintendent about the reasons for the reduction.
- (b) Implementation of a reduction in force shall occur at no other time than the beginning of a school year, except for reductions made necessary by the return of an employee from a leave of absence.
- (c) For purposes of a reduction in force and, until the 2020-2021 school year, all employee evaluations shall be deemed comparable with the exception of an employee whose teaching performance on his/her summative evaluation is scored a "1."
- (d) Reduction(s) shall first be made through attrition resulting from resignations, retirements, non-renewals, terminations and transfers, with the vacancies created by such resignations, retirements, non-renewals, terminations or transfers filled utilizing the procedures set forth in Article IX.
- (e) If additional reductions are necessary employees on a limited contract with a teaching performance summative evaluation score of "1" assigned to teach in the licensed area affected by the reduction will be reduced on the basis of least senior first as noted on the seniority list.
- (f) Secondly, if additional reductions are necessary, employees on a limited contract with comparable evaluations in the certification / licensed area(s) affected by the reduction will be reduced on the basis of least senior, first to be reduced, by certification / licensed area, as noted on the seniority list.

- (g) If additional reductions are necessary employees on a continuing contract with a teaching performance summative evaluation score of “1” assigned to teach in the licensed area affected by the reduction will be reduced on the basis of least senior first as noted on the seniority list.
- (h) If additional reductions are necessary, employees on a continuing contract with comparable evaluations in the certification/ licensed area(s) affected by the reduction will be reduced on the basis of least senior, first to be reduced, by certification / licensed area or position, as noted on the seniority list.
- (i) Employees who are displaced and/or reduced from one teaching area but who hold a valid certificate / license in another area taught in the District may exercise their seniority to displace the least senior employee in the other teaching area; provided an employee on a limited contract shall not have the right to displace an employee on a continuing contract.
- (j) After all reduction/displacement alternatives are exercised the employees who are unable to exercise such rights will have their teaching contracts suspended.

12.04 Recall from Suspended Contract Status

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

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

ARTICLE XIII - EMPLOYEE PROTECTION

13.01 School Discipline Procedures

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

13.02 Assault

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

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

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

13.03 Accident Reports

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

ARTICLE XIV - LEAVES OF ABSENCE

14.01 Sick Leave

- (a) Days of absence authorized under this provision shall be deducted from the sick leave accumulation.
- (b) Each employee shall be entitled to earn one and one-fourth (1-1/4) days of sick leave for each month under contract up to 15 days per year. The maximum accumulation of sick leave for full-time employees shall be three-hundred (300) days. This limit shall be increased for employees who are at the maximum up to an additional ten (10) days for personal leave days unused and converted to sick leave; provided, however employees who are at the maximum sick leave accumulation at the end of the school year prior to their date of retirement shall be permitted to use sick leave which would have been earned during such school year of retirement before using the accumulated sick leave carried over into the last school year.
- (c) All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this regulation. Upon the employment of an employee whose employment was in a school district outside the State of Ohio, the employee may transfer to his sick leave account in the Springboro Schools up to a maximum of one-hundred and fifty (150) days of unused/uncashed sick leave as accrued to his/her sick leave account in his/her former district of employment as certified by officials of that district. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and do not exceed the local cap on sick leave.
- (d) On reporting to duty, each employee shall be credited an advance of five (5) days' sick leave. A new employee shall not accumulate sick leave until such time as the sick leave he/she would have accumulated equals the amount of sick leave he/she was advanced. Thereafter, he/she shall accumulate sick leave at the rate set forth in 14.01(b) above.
- (e) Employees who have been employed in the Springboro Community City School District for a period of one (1) year or more and who have consumed all presently accumulated sick leave shall be granted an advancement of the number of sick leave days the employee will earn to the end of the current contract year up to a maximum of five (5) days' on their sick leave to be earned thereafter. Any such employee who thus receives an advancement of sick leave shall make written application therefore on a form provided by his/her superior in which he/she shall also allege an intention to return to the employ of the School District upon recovery or to pay the value of such days advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the School District or by direct payment. Such application shall be accompanied by the statement of a physician that he/she will be

physically able to return to his/her assignment upon recovery and shall also give the anticipated date of return.

- (f) The same accrual of one and one-fourth (1-1/4) days per month under contract shall continue during the use of sick leave, provided the employee has not been officially separated from the payroll.
- (g) Sick leave usage shall be granted for the following:
 - (1) Absence due to illness, injury or exposure to contagious disease.
 - (2) Absence due to illness or death in the employee's immediate family.
 - (3) A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following the day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A Member may use sick leave for absence to aid in the recovery of their spouse or partner due to the delivery of their baby. The Member may use sick leave during any of the three (3) calendar weeks immediately following the day of birth. Additional days may be granted due to unusual circumstances.

- (4) Up to fifteen (15) days of sick leave may be taken at the time an employee receives an infant (0 to five (5) years old) which is placed with the employee for adoption.
- (5) Definitions:
 - a. Immediate family - Where sickness is concerned, "immediate family" shall be defined as spouse, father, father-in-law, mother, mother-in-law, sister, brother or child. This also includes any other person living as a dependent in the employee's household.
 - b. Where death is concerned, "immediate family" shall be defined to mean father, mother, husband, wife, son, daughter, step-child (son or daughter of current spouse), father and mother-in-law, son and daughter-in-law, brothers and sisters, brother and sister-in-law, aunts and uncles, nieces and nephews, grandparents and grandparents-in-law, grandchildren and step-parents. The immediate family shall also include the death of a person the employee has been supporting, whether a relative or not.
- (6) Sick leave usage to attend the funeral of a member of in the employee's immediate family shall be:
 - a. five (5) days when due to the death of the employee's father, mother, spouse, son or daughter; and

- b. three (3) days when due to the death of any other member of the employee's immediate family.

[NOTE: Additional sick leave usage may be used if the employee is otherwise eligible to use sick leave.]

- c. An employee may use one day of sick leave per school year (July 1 to June 30) to attend the funeral of a person not identified as a Member of the employee's immediate family.
- (7) Sick leave for immediate family not residing in the same household shall be granted to a maximum of ten (10) consecutive days upon certification by the employee that the family member is seriously ill and the employee's presence is required. Such ten (10) days shall not be deemed leave granted under the Family and Medical Leave provisions herein (Section 14.17).
 - (8) An employee may appeal to the Superintendent for special permission in unusual situations not listed above, such as the serious illness of a grandchild.
- (h) The Superintendent may, in the exercise of his sole discretion, require any employee using sick leave for ten (10) or more consecutive days in any school year to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is disabled and not able to work with or without restrictions/limitations and if the employee is able to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

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

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

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

- (i) Falsification of the sick leave statement could result in the termination of an employee's contract pursuant to Section 3319.16 Ohio Revised Code.
- (j) An employee returning to work following a personal illness which required absence of ten (10) or more work days may be required to furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to

resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

- (k) The Superintendent may, in the exercise of his sole discretion, require any employee returning to active working status following the use of sick leave for ten (10) or more days to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

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

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

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

14.02 Exhaustion of Sick Leave

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

14.03 Medical/Disability Leave

- (a) Upon application and formal BOARD approval, an employee shall be granted an unpaid, medical or disability leave of absence in accordance with Section 3319.13 of the Ohio Revised Code. Said leave shall be for a period of time not to exceed one (1) year from the effective date of the leave, but will be extended for an additional period or periods to a

maximum of two (2) total years of medical/disability leave upon submission of appropriate disability verification. All applications for unpaid leave shall include a termination date of the leave.

- (b) An employee on a school-year medical leave of absence shall verify in writing by March 15 to the Superintendent his/her desire to return to work the following school year. If the return date is in the middle of a school year, the employee shall verify to the Superintendent his/her desire to return to work within thirty (30) calendar days of the end of the leave. These timelines may be waived by mutual consent of both parties.
- (c) An employee returning to work following an approved medical/disability leave of absence must furnish the Superintendent with a statement from his/her attending physician certifying the employee's ability to return to active working status. If the employee's physician is unable to certify that the employee is able to resume his/her full and normal job duties without limitations, the attending physician shall provide the full particulars on any limitations/restrictions in place and the likely duration of such. In the event there are restrictions/limitations, a meeting will be held with the employee before a determination is made on whether the employee may/may not return to active working status. If as a result of this meeting the Superintendent determines that the employee can return to work with restrictions/limitations, the Superintendent and the employee will then work out the reasonable accommodations necessary, if possible, to enable the employee to do so.
- (d) The Superintendent may, in the exercise of his sole discretion, require any employee desiring to return to active working status to be examined by a physician or physicians selected by the Superintendent for the purpose of confirming that the employee is able to return to work with or without restrictions/limitations and if the employee is able to return to work with restrictions/limitations, to work out the reasonable accommodations necessary, if possible, to enable the employee to do so.

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

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

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

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

(a) Purpose:

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

(b) Provisions of Eligibility:

- (1) All employees shall be eligible to be members of the S.L.B.
- (2) At the start of each school year, each employee will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank between September 1 and October 1. Initial membership will consist of one (1) day sick leave, to be deducted from the employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Any unused days in the Bank will carry over to the next year.
- (3) Membership shall be continuous unless canceled, in writing, to the Treasurer's Office during the period of September 1 through October 1.
- (4) If 50 participants are not enrolled by October 1st, the bank will not be established for that school year.

(c) Operational Procedures:

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

(d) Sick Leave Bank Board

The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) teachers to be selected by the ASSOCIATION, and two (2) administrators to be selected by the Superintendent.

(e) Loan and Payback Procedures

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

(f) Policy Procedures:

- (1) In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows "I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Springboro Community City School District, the Springboro Education Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
- (2) When an employee donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.
- (3) All decisions of the S.L.B. Board shall be final and binding, and are not subject to the grievance/arbitration provisions of this Agreement.
- (4) Application for the S.L.B. days must be made to the Human Resources Department.
- (5) The S.L.B. Board shall meet and render a decision within ten (10) days of receipt of request.
- (6) Unused requested days shall be returned to the S.L.B.

- (7) The S.L.B. will begin with one (1) day from each contributing employee. When the fund is depleted below seventy-five (75) days, each member will be assessed one (1) additional day. The S.L.B. Board shall be responsible for notifying employees of each assessment period. Members may donate days above and beyond this requirement.
- (8) Extension of additional days may be applied for in the same manner as original application.
- (9) These guidelines will be reviewed annually by the Sick Leave Bank Board if requested by either party.

14.05 Personal Business Days

- (a) All employees will be credited with three (3) days personal business absence per year for business and personal reasons with the approval of the Superintendent. Such absence is not to be counted as sick leave. If personal days are unused, one day may be carried over to the next school year. Thus, the maximum number of personal days available in any one year would be four (4) days.
- (b) Application for personal leave shall be signed by the applicant and submitted in writing to the office of the principal for approval two (2) work days prior to the day such leave is to be taken. When emergency situations arise making compliance impossible, the principal shall be notified with the personal leave form submitted to the principal within three (3) days after date of absence. Personal leave days shall not be granted on the last three (3) days of school, the day immediately prior to or following a school vacation or school holiday, or on any in-service day or any parent-teacher conference day. With the exception of unforeseen emergencies, no more than ten percent (10%) of the certified employees may be granted leave, inclusive of other scheduled and approved leaves, on any given day, as determined by the principal.
- (c) Except in unforeseen emergencies, as determined by the Superintendent, personal leave days shall not be granted on the first or last day of school, the day immediately prior to or following a school vacation or school holiday or on any in-service day or any parent-teacher conference day.
- (d) If at the end of each school year an employee has any unused personal leave days, that employee may carry over one (1) day as described in paragraph (a) above or that employee may either transfer the unused personal leave to the employee's sick leave account up to the maximum accumulation allowed or cash out the unused personal day(s) at a rate of one-hundred and twenty-five dollars (\$125.00) per unused day. For employees who have the maximum number of sick days accumulated, unused personal days (maximum of four (4) per year) may be converted to sick leave days, not to exceed ten (10) additional days. For employees who cash out the unused personal day(s), the payment shall not be considered as salary for STRS credit and will be made in July. An employee must inform the Treasurer in writing of his/her decision about

what that employee wants to do with unused personal days by the teacher work day at the end of the school year. If an employee fails to notify the Treasurer by that date, then one personal day will be carried over to the next school year and any other unused personal days will be converted to sick leave in accordance with this paragraph.

- (e) In calculating the severance pay for an employee eligible for severance pay, all accrued and unused personal days which the employee has will be automatically converted to sick leave days before severance pay is calculated.

14.06 Child Care Leave

- (a) If an employee desires to take unpaid child care leave, he/she shall notify his/her Superintendent not later than two (2) months prior to the date upon which he/she plans to start the leave.
- (b) The date of return for an employee granted unpaid child care leave shall coincide with the beginning of a semester, unless otherwise approved by the Superintendent. The total length of child care leave shall not exceed one (1) calendar year from the date he/she begins leave unless his/her return would coincide with the beginning of the following semester.
- (c) An employee granted a child care leave shall be returned to his/her original position, if the leave is for one (1) semester or less. If the leave is for more than one (1) semester, the employee shall be returned to his/her original position, if available, or one similar, if the original position is no longer available. Employees granted a full year of absence, shall notify the District in writing by April 1, their desire to return to work the following year. If the employee fails to notify the BOARD of a decision to return by April 1, then the employee shall be considered to have resigned and the BOARD shall not have to take any action to accept such resignation.
- (d) Leave granted under this section shall be deemed leave granted under the Family and Medical Leave provisions herein (Section 14.17).

14.07 Adoption Leave

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

14.08 Professional Leave

- (a) An employee wishing to request professional leave shall do so on the designated District form at least ten (10) calendar days prior to the meeting or conference. Said request shall be approved or rejected by the Principal and Superintendent in advance of the meeting or conference.
- (b) Attendance is limited to one employee from a department or office at any one meeting except as approved by the Superintendent. Presenters shall have priority in being granted Professional Leave provided approval is secured prior to the employee agreeing to be a presenter.
- (c) Expense Reimbursement:
 - (1) Travel expenses shall be reimbursed at the then current IRS-approved mileage rate for reimbursement, or air tourist rates, whichever is less.
 - (2) Meal and lodging allowance shall be paid at a per diem rate of not more than One Hundred Fifty Dollars (\$150.00) per day provided that receipts for all expenditures are attached to the designated reimbursement request.
 - (3) The meal allowance for one (1) meal during a full one-day workshop shall not exceed Fifteen Dollars (\$15.00) per day, provided that receipts for all expenditures are attached to the designated reimbursement request.
 - (4) Registration fees shall be reimbursed at the advertised conference rate. When cost of meals is included in the registration fee, no other voucher for meals will be honored.
 - (5) Because of budget constraints, professional meeting reimbursements may be less than the actual anticipated and/or incurred expenses. The administration shall make the employee aware of this limitation prior to the approval of the meeting.

14.09 Fulbright Teacher Exchange Leave

- (a) An employee with at least five (5) years of continuous employment with the Springboro Community City School District dating from the employee's most recent date of hire may, with permission of the BOARD, be entitled to take a leave of absence from teaching duties with full salary and benefits for up to one (1) year to participate in a Fulbright Teacher Exchange Program.
- (b) Participation in the Fulbright Exchange Program shall be subject to the following conditions:
 - (1) The year the employee participates in the Fulbright Exchange Program shall count as a year of service in the Springboro Community City Schools.

- (2) Application for permission to participate must be submitted prior to September 1 in the year preceding the year in which the leave is to be taken.
 - (3) The Fulbright Teacher Exchange Program must approve the employee's participation in the program and must provide an exchange replacement employee to the School District to teach in the position of Springboro employee granted the leave from assigned teaching duties at no cost to the BOARD for any wages, benefits or other expenses of the provided employee.
 - (4) The employee, who must agree to work for the Springboro Community City School District for one (1) year following completion of the program, shall be returned to his/her same position upon return.
 - (5) Participation in the Exchange Program shall result in no additional cost to the District.
 - (6) The exchange employee shall not be deemed an employee of the School District but shall be subject to all rules, regulations and policies of the BOARD, the same as an employee would be bound by such rules, regulations and policies.
 - (7) If the exchange employee, for whatever reason, cannot fulfill his/her responsibilities for the term of the exchange, the Springboro employee shall return to the District at such time as the exchange employee leaves the District.
- (c) No more than one (1) employee may participate in a Fulbright Teacher Exchange Program in any school year.

14.10 Job Sharing

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

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

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

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

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

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

- (2) That the plan shall be in effect for one (1) school year.
 - (3) A full description of the teaching techniques, methods and grading practices used by each employee, with a full explanation of the steps the participants will use to insure compatibility of such techniques and practices.
 - (4) A full description as to who shall be responsible for teaching the specific areas of the curriculum, how grades and reports shall be completed, a means for communication between both employees and the Building administration.
- (d) A job-sharing arrangement shall be for one (1) year increments and must receive the Superintendent's approval for continuation from year to year.
 - (e) Should an employee, both employees or the Superintendent wish to discontinue the job-sharing assignment for a subsequent school year, the employee with the greater seniority shall retain the position on a full-time basis. The employee with the less seniority shall be allowed to transfer to an open position, if any, and if there is no open position, shall be placed on a suspended contract basis due to a reduction-in-force and thereafter be permitted to exercise the rights available to an employee on reduction-in-force under the applicable provisions of the basic Collective Bargaining Agreement.
 - (f) Both employees shall be present for Parent-Teacher conferences.
 - (g) If during the course of the school year one employee is not able to continue in the job-sharing assignment, the other employee must assume the full-time teaching position.

- (h) Each employee shall receive a prorated salary based upon the portion of the total employee duty day worked by each employee applied to the appropriate step on the salary schedule for each employee and for the amount of time that he/she is assigned to work.
- (i) Sick leave earned prior to working in a job-sharing assignment or while working in the job sharing assignment shall be earned and used based on the concept that a day is a day.
- (j) If one job sharing employee is absent, the other employee may substitute for him/her and will receive his/her full daily rate of pay for such days.
- (k) The BOARD shall pay a total of 100% of a single or family monthly premium for the BOARD's portion of the premium cost for physician/surgical and major medical, dental, vision and prescription drug benefit program as specified for a full-time employee in Article XVIII. If both employees desire coverage under such insurance programs, they shall, as part of their application, agree on the insurance program cost each shall be responsible for paying so that the total dollars payable by the BOARD will not exceed the amount the BOARD would have been required to pay for one full-time teaching employee.

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

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

- (l) The total amount of personal leave the employees involved in sharing a single assignment shall be eligible to receive is three (3) one-half ($\frac{1}{2}$) days each.
- (m) It is specifically understood and agreed that the Superintendent will not approve any request for a shared teaching assignment unless it is demonstrated to the satisfaction of the Superintendent that approval of the application will benefit the educational opportunity for the students affected by the shared staffing if the application is approved.

14.11 Other Leaves

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

- (a) Jury duty - Absence for jury duty is permissible for any employee during the term of this Agreement.

- (b) Military duty - All employees, who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, shall be granted leaves of absence and pay in accordance with the Ohio Revised Code.
- (c) Court leave - In all cases where employees are subpoenaed or summoned to appear for grand jury hearings or to appear in any court in cases which are school related, except cases in which the employee has the potential to directly receive a benefit or award from the action, they shall be paid the difference between their witness fee and the normal salary for the period of absence.
- (d) Justifiable Emergency - The Superintendent may authorize absences for other justifiable emergency situations. The reason for such request shall be stated in writing.
- (e) Fitness for Duty – The Superintendent may place an employee on paid administrative leave and require a fitness for duty examination for purposes of confirming that the employee is able to work. All expenses incurred from a physician selected by the Superintendent shall be paid by the BOARD.

14.12 Sabbatical Leave

- (a) An employee who has completed five years of service in the Springboro Community City School System may, with permission of the BOARD, be entitled to take a leave-of-absence with part pay, equal to the difference between the substitute's pay and the employee's expected salary, for one or two semesters subject to the following restrictions:
 - (1) Application submitted by March 1 of the school year prior to the beginning of the leave.
 - (2) A plan of study in education approved by the Superintendent.
 - (3) Provide evidence at the conclusion of the leave that the plan was followed and credit received.
 - (4) Agree to work for Springboro Community Schools for one year following completion.
 - (5) In the event the employee does not return for one (1) year, he/she shall repay all monies expended on behalf of the employee pursuant to this section.
- (b) No more than two (2) employees may be on sabbatical leave at any one time.
- (c) This section is subject to all other provisions of Section 3319.131 O.R.C.

14.13 Leave for Professional Study

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

14.14 Leave for Teaching Overseas

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

14.15 Office in State and National Professional Organizations

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

14.16 Absence Not Covered by Leave

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

14.17 Family and Medical Leave

- (a) The parties will comply with the Family and Medical Leave Act, as amended. The remainder of this Article is included only to guide bargaining unit members.
- (a) Employees who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a "full time" contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 103-3.
- (b) Family and Medical Leave may be taken by employees who are temporarily unable to work due to:
 - (1) birth of a child where the employee is needed to care for such newborn [Child Care Leave, see Section 14.06];

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

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

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

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

Requests for "intermittent or reduced schedule family care leave" or "reduced schedule employee disability leave" must be further supported by medical certification as to the necessity and expected duration of the

leave; and, for planned medical treatments, the dates and duration of each treatment.

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

held before being transferred for accommodation of the intermittent leave or reduced hours leave. If family and medical leave is taken in conjunction with child care leave, as provided for in Section 14.06 above, or adoption leave as provided for in Section 14.07 above, or medical/disability leave as provided in Section 14.03 above, the provisions of Section 14.03, 14.06 or 14.07, whichever is applicable, shall govern the return to work conditions for the employee.

- (n) The provisions of Section 14.01(j) and 14.03(c) shall also be applicable to the return of an employee from "employee disability leave" granted under this Section.
- (o) In the event the Family and Medical Leave Act is repealed, this Section shall be null and void and have no further force and effect.

ARTICLE XV - WORKING CONDITIONS

15.01 School Day

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

15.02 School Year

- (a) The work year shall consist of 185 contract days. The equivalent of three (3) days shall be used for teacher-directed activities (i.e., in-classroom work day). The teacher-directed activities will be designated as follows: the equivalent of one (1) full work day for in-classroom preparation/set up scheduled before the first day of school for students, the equivalent of one (1) full day in March, with one-half (1/2) of the day for in-classroom work and one-half (1/2) of the day for employees to complete various activities in or out of the classroom, and the equivalent of one (1) full day for classroom close up scheduled after the last day of school for students.

15.03 Planning/Duty Time – Preschool, K-5

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

- (c) When it is necessary to alter the normal school day schedule due to assemblies, testing, special events, delayed starts, etc., an alternative schedule will be developed to provide each employee with his/her lunch and planning time.

15.035 Planning/Duty/Scheduling Assemblies Time – 6

- (a) The normal schedule for each full-time employee shall include one uninterrupted forty continuous minute planning period per day for instructional planning and evaluation conferences. The normal schedule for each classroom employee working less than full-time shall include a preparation period proportional to the number of hours scheduled to work. In situations where it is impossible to schedule planning time in accordance with this provision, such deviation will be permitted by mutual agreement of the Building Principal and the employee with, if appropriate, additional compensation arrangements.
- (b) At the start of each school year, the Building Principal will work out with the Team Leaders the methodology for scheduling assemblies during the school year. Additionally, when it is necessary to alter the normal school day schedule due to testing, special events, delayed starts, etc., an alternative schedule will be developed to provide each employee with his/her lunch and planning time.
- (c) The assignment of homerooms and other non-classroom duty, such as cafeteria duty, shall be done in an equitable manner within each building.

15.04 Planning/Duty/Scheduling Assemblies Time - 7-12

- (a) The normal schedule for each full-time employee shall include one uninterrupted class period per day to be used for instructional planning and evaluation conferences. The normal schedule for each classroom employee working less than full-time shall include a preparation period proportional to the number of hours scheduled to work. In situations where it is impossible to schedule planning time in accordance with this provision, such deviation will be permitted by mutual agreement of the Building Principal and the employee with, if appropriate, additional compensation arrangements.
- (b) At the start of each school year, the Building Principal will work out with the Department Chairs and/or Team Leaders the methodology for scheduling assemblies during the school year. Additionally, when it is necessary to alter the normal school day schedule due to testing, special events, delayed starts, etc., an alternative schedule will be developed to provide each employee with his/her lunch and planning time.
- (c) The assignment of homerooms and other non-classroom duty, such as cafeteria duty, shall be done in an equitable manner within each building.

15.05 High School Preps

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

15.06 Class Size

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

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

15.07 School Procedures For Employees

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

15.08 Substitutes

- (a) Every effort shall be made to secure a substitute in the absence of an employee.
- (b) If it becomes necessary to have an employee substitute for an absent employee, the following selection procedure to determine which employee shall be required to do so shall be followed:
 - (1) Prior to the start of each school year, the employees in each building shall be surveyed to determine which employees assigned to the building desire to volunteer for substitute teaching duty during the school year. Employees who indicate a desire to volunteer for such substitute teaching duty who are available to do so during the period required will be assigned the substitute teaching duty on a rotating basis. Included in this rotation assignment shall be the regular classroom teachers, teachers not assigned to regular classrooms, special education teachers, and counselors.

- (2) If no volunteer is available for the substitute teaching duty, the Principal shall have the right to require an available employee to perform the substitute teaching duty. If more than one employee is available during the period, assignments will be made on a rotating basis.
- (c) If an employee (other than an employee supervising a study period) is required by the Administration to substitute for an absent employee by taking the full or partial (at least one-half (1/2) of the class) class of such absent employee, the employee will be paid the hourly rate at the BA Step 0 per period for such work as an add-to pay.
- (d) An employee who is entitled to additional compensation pursuant to the provisions of this Section shall receive a verification of the substitute duty performed from the Building Principal.
- (e) When a substitute is hired, he/she will follow the Employee's schedule. However, when the schedule provides for the planning period, said substitute will be assigned to cover another class rather than assign an employee to an internal substitution. This requirement to cover another class shall not apply to a substitute who is scheduled to serve in the same classroom on consecutive days.

15.09 Facilities for Employees

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

15.10 Medication

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

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

15.11 Early Release Days

- (a) When early release days are scheduled, students will be released one hour early. Dates for early release days shall be set when the Calendar Committee meets and develops the calendar for each year.

The agenda for the early release days will be determined for a semester at a time by the Building Leadership Team (BLT) in each building. Acceptable activities for early release days include, but are not limited to, team and/or department meetings, vertical articulation and cross curriculum meetings and sharing of professional training.

15.12 Professional Rights

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

15.13 Special Education Teachers

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

15.14 Curriculum Development

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

15.15 Multiple School Assignment

- (a) Employees assigned to more than one (1) school shall be provided with the following time to close, travel and set up.
 - a. SI to/from Clearcreek – 15 minutes
 - b. SI or Clearcreek to/from Jr. High, High School, Dennis – 20 minutes
 - c. To/from Five Points – 30 minutes
 - d. High School to/from Junior High – 15 minutes

Employees shall also be provided a designated parking spot that allows for easy access to/from the buildings.

- (b) Such time shall not be counted as planning time and/or lunch time and shall not interfere with planning time and/or lunch time.
- (c) In no case will an employee be assigned to start a class in one building that interferes with the end of a class in another building and/or prior to his/her arrival.
- (d) The administration shall be responsible for the coordination of traveling employees' schedules and for securing substitutes for absent traveling employees. If there are any changes in a Building schedule, it shall be the Building Administrator's responsibility who initiates the schedule change to notify the other Building Administrator of the change.

Additionally, when there are changes in a building's schedule, arrangements shall be made that allows the employee to still have a thirty (30) minutes duty free lunch.

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

15.16 Drug/Alcohol Free Schools

(a) Purpose

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

(b) Employee Assistance Program

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

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

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

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

(c) Drug-Free Awareness

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

(d) Drug Testing

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

(e) Confidentiality

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

(f) Notification

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

(g) BOARD Policies

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

(h) Prohibited Conduct

The unlawful manufacture, distribution, dispensation, possession or use, or being under the influence of alcoholic beverages and/or controlled substances (illegal drugs) by any employee, during working hours, on BOARD premises, or at any activity or function sponsored by or related to employment with the BOARD, is prohibited. "Premises" includes vehicles owned by, or being driven on behalf of the Springboro Community City School District, as well as parking lots, playgrounds, and other property owned by Springboro Community City Schools. "Controlled substance"

refers to drugs subject to federal or state regulation, making their manufacture, dispensation, distribution, possession or use a crime, this includes but is not limited to Cannabis, Cocaine, Amphetamines, Barbiturates, and Heroine. Medications used as prescribed by a treating physician or dentist are excluded.

(i) Drug-Related Criminal Conviction

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

(j) Penalties

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

15.17 Smoke Free Environment

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

15.18 Employee Job Descriptions

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

15.19 IEP/504 Meetings

- (a) IEP, ETR, RTI, and/or 504 meetings will typically occur during the normal school day with release time provided for any employee attending said meeting.
- (b) If an unavoidable meeting must occur outside the school day due to a parent schedule, a building principal may direct employees to attend any IEP, ETR, RTI, or 504 meeting that occurs outside the normal teacher working day. Any employee who attends any such meetings outside the

normal working day will receive a payment equivalent to the pro-rated hourly rate in fifteen (15) minute increments at the BA Step 0 per meeting for each such meeting. The employee shall complete the appropriate time sheet designating his/her attendance at a meeting. Payment shall then be issued the next pay period after time sheets are received in the Treasurer's office.

15.20 Resident Educator Program

(a) Purpose

The BOARD shall provide the necessary mentor support for any employee who enters into employment with the BOARD licensed as a resident educator.

(b) Mentor Assignment

- (a) A mentor, who will provide formative assistance, will be assigned one (1) resident educator.
- (b) If agreeable to both the mentor and the resident educator the mentor will be assigned to the resident educator for the duration of the program.
- (c) A substitute will be provided to release both the mentor and the resident educator from teaching duties up to the equivalent of three (3) days per year for observation, consultation, assistance and completion of necessary and required paperwork.

(c) Compensation

- (a) Compensation for a mentor assigned to a resident educator in year one or year two of the program shall be \$1,000.00.
- (b) Compensation for a mentor assigned to a resident educator in year three or four shall be \$500.00.
- (c) The lead mentor, responsible for assigning mentors to resident educators, providing resources to both the mentors and resident educators, coordinating the completion and filing of required paperwork, shall be compensated at \$2,600.00.

(d) Training

The BOARD shall make available to all interested members the appropriate mentor training required by the Ohio Resident Educator Program.

15.21 Children of Members

- (a) Members of the bargaining unit who reside within the DISTRICT and whose children attend the DISTRICT may request to have their child(ren) placed in the building where the Member works, given that the child(ren) are placed in the appropriate grade level. Request shall be made in writing to the Superintendent.
- (b) Members participating in this program shall provide transportation for their child(ren) to and from school. Placement for the child(ren) shall be a year-long commitment.

15.22 Remote Instruction

- (a) In the event that the DISTRICT offers remote and/or online instruction beyond the 2020-2021 school year, pursuant to Section 4117 of the Ohio Revised Code, the parties shall meet to negotiate any necessary changes to the terms and conditions of employment. Negotiations shall be conducted pursuant to Article II of this AGREEMENT.

ARTICLE XVI - INDIVIDUAL EMPLOYEE CONTRACTS

16.01 Limited Contract Sequence

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

16.02 Continuing Contracts

(a) At the Expiration of a Limited Contract

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

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

(b) During Term of Limited Contract

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

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

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

16.03 Supplemental Contracts

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

ARTICLE XVII - SALARY SCHEDULE PROVISIONS

17.01 Salary Schedule and Index

- (a) The salary schedules are attached to this Agreement as Appendix D. Effective the 2021-2022 school year, wages will be increased by 2.75%. Effective the 2022-2023 school year, wages will be increased by 2.50%. Effective the 2023-2024 school year, wages will be increased by 2.00%
- (b) For the 2021-2022 school year only, employees shall receive a one-time fifteen-hundred-dollar (\$1,500.00) stipend. Employees who are first eligible to retire and are retiring prior to July 1, 2021, shall receive a one-time fifteen-hundred-dollar (\$1,500.00) stipend paid from the DISTRICT's general fund.

17.02 Placement on the Salary Schedule

- (a) The Superintendent may, in the exercise of his sole discretion, and notwithstanding any provision in the Ohio Revised Code which might mandate otherwise, grant up to fifteen (15) full years of teaching experience credit for salary placement purposes to any employee based on the prior teaching experience of such certified employee whether such experience was gained in the State of Ohio or otherwise, or in private or public schools.
- (b) Requirements for receiving credit on the BA+15 Column are 15 graduate semester hours taken from an accredited university or college after receipt of the BA/BS degree which are in the field of education or directly related to the certified employee's present assignment or area of certification. Requirements for receiving credit on the MA+15 or MA+30 column are 15 or 30 semester hours taken from an accredited university or college after receipt of the MA degree which are in the field of education or directly related to the certified employee's present assignment or areas of certification.
- (c) The AFROTC instructor shall receive the greater of the approved salary schedule for his/her training and experience or the minimum instructor's pay as provided by the approved AFROTC program.
- (d) Employees who qualify for lateral movement on the salary schedule shall be granted such lateral movement:
 - (1) effective with the new contract year, providing an official university transcript certifying completion of the work is forwarded to the Treasurer by October 1; or
 - (2) effective with the first pay in March, providing an official university transcript certifying completion of the work is forwarded to the Treasurer by February 15th.

- (e) Each step on the salary schedule represents a full year of service. A full year of service at a minimum consists of at least one hundred and twenty (120) days in pay status under a teaching contract during a school year. Teachers who do not meet this minimum teaching requirement in any year will not be advanced to the next step during the following school year.
- (f) To transition back to step advancement, each employee on active pay status for at least one hundred and twenty (120) days during the 2012-13 school year shall be granted one step on the salary schedule and continue to be granted a step each year provided he/she qualifies as specified in (e) above.

17.03 Supplemental Salary Schedule

- (a) The supplemental salary schedule base shall be computed as follows:

(1) 0-3 years experience	13.5% of BA 0
(2) 4-6 years experience	15.5% of BA 0
(3) 7 + years experience	17.5% of BA 0

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

- (b) Placement on the supplemental salary schedule shall be according to the following guidelines:
 - (1) Years of experience as a paid employee shall be granted for the total number of years experience in the specific activity/coaching field; i.e., football, basketball, track, etc.
 - (2) Assistant coaches appointed to a head coaching position within the same sport shall be placed at the lowest experience level which provides a salary higher than their current assistant coach salary levels.
 - (3) Experience in boys and girls sports shall be treated equally with regard to experience, providing such experience is within the same specific activity/coaching field.
- (c) Adjustments in Index factors for any supplemental position and/or creation of new supplemental positions during the term of this Agreement shall be made if there is mutual agreement between the BOARD and the ASSOCIATION.
- (d) Notwithstanding the wage rate specified in Appendix E for the Camp Kern Counselor, past experience in the positions where experience has not been applicable shall not be granted. The 1994-95 school year shall be

considered the first year of experience for placement on the salary schedule.

- (e) Development of "Notices of Vacancy" for supplemental positions shall be according to the following guidelines:
 - (1) "Notice of Vacancy" postings shall be prepared for all new supplemental positions prior to posting and filing said positions.
 - (2) It is the prerogative of the Superintendent to develop "Notices of Vacancy" for bargaining unit positions. Upon development, the Superintendent shall forward copies of proposed "Notice of Vacancy" for new supplemental positions and/or positions for which no vacancy notice exists to the ASSOCIATION President for input prior to formal implementation.

17.04 Stipends for Curriculum Development and Testing

- (a) Notwithstanding any provision in the Ohio Revised Code which might require otherwise, employees participating in curriculum development activities as approved by the Superintendent, or employees serving on the LPDC, shall be paid an hourly rate for each hour worked, which hourly rate shall not be based on their degree status or longevity. During the term of this Agreement, the hourly rate payable to employees engaged in curriculum development activities or serving on the LPDC shall be computed at .00075 of the BA Step 0 base.
- (b) Employees who volunteer to work during the summer in the following areas shall be paid an hourly rate for each hour worked based upon the hourly rate at the BA Step 0: (1) Textbook/Course of Study Coding; (2) Subject Area In-service provided by the District; and/or (3) School-wide In-service provided by the District.

17.05 Summer School Teachers/Home Tutors/After School Intervention

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

17.06 Administrative Detention and Afterschool/Commons Duty

- (a) Notwithstanding any provision in the Ohio Revised Code which might require otherwise, employees employed to supervise or conduct Administrative Detention activities shall be paid an hourly rate of Twenty Dollars (\$20.00) per hour for each administrative detention session worked, which hourly rate shall not be based on their degree, status or longevity.

17.07 Elementary Required Evening Music Program

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

17.08 Art Show

Each art teacher who supervises evening and/or weekend art shows shall be paid at the rate of \$550.00 annually.

17.09 Fingerprinting and/or Background Checks

The BOARD shall pay the fees for all required fingerprinting and/or background checks as required by the Ohio Revised Code.

17.10 Paychecks

Employees shall receive twenty-four (24) paychecks paid on the fifth (5th) and twentieth (20th) of each month. All employees will have their checks electronically deposited (Direct Deposit) to the Financial Institution of their choice.

ARTICLE XVIII - FRINGE BENEFIT PROVISIONS

18.01 Severance Pay

- (a) An employee who has been employed in the District for ten (10) years and who, upon leaving the employment of the District, retires and begins to receive benefits from the State Teachers Retirement System, State of Ohio, shall receive severance pay in an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, including personal days converted to sick leave pursuant to other provisions of this Agreement in excess of the maximum sick leave accumulation, if appropriate to do so pursuant to such other provisions.

If an employee retires having accumulated the maximum sick leave and had used less than four (4) total sick leave days during the employee's last two (2) years, the employee will be credited with four (4) days of additional severance pay at the time of retirement. For example, if an employee's calculation at twenty-five percent (25%) of accumulated sick leave equals 68.75 days, four (4) additional days shall be added for payment totaling 72.75 days.

- (b) Solely for the purposes of this Article, an employee with ten (10) years of service who dies while in active service of the Springboro Community City School District is deemed to have retired the day prior to his/her death.
- (c) Severance pay shall be paid before the end of the calendar year in which an Employee retires.

18.02 Insurance Program

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

- (a) Health, Dental, and Vision Insurance shall be available for all employees on the active working payroll who complete the required applications for such insurance and transmit such applications to the Treasurer of the BOARD on or before the effective date of this AGREEMENT, who are regular employees employed by the BOARD, who work at least half-time, and work at least thirty-six (36) weeks per year or have an annual contract with the BOARD and for whom such coverage is in effect prior to the effective date of this AGREEMENT. Appropriate information and application forms will be provided to all new employees by the BOARD at the time of pre-employment processing, and it is

desirable that such applications be completed and filed at that time if the employee desires insurance coverage.

- (b) Health, Dental, and Vision Insurance shall be available for all employees who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, for all such employees who are regular employees of the BOARD, who work at least half-time, and work at least thirty-six (36) weeks per year or have an annual contract with the BOARD and who complete the required insurance forms and have the same filed with the office of the Treasurer of the BOARD.

(c) Premiums

If there is more than one Health, Dental, or Vision Insurance plan, then the Board shall pay premiums based upon the following percentage of the least expensive plan based on the following schedule:

1. Full-time employees (between 30 and 36.25 hours per week)

BOARD PORTION - 80% of the cost of each such benefit, as determined at least annually by the Insurance Administrator or the insurance provider.

EMPLOYEE PORTION - 20% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider.

2. Part-time employees (between 18.125 and 30 hours per week)

BOARD PORTION - 55% of the cost of each such benefit, as determined at least annually by the Insurance Administrator based on claims experience.

EMPLOYEE PORTION - 45% of the cost of each such benefit as determined at least annually by the Insurance Administrator based on claims experience (single contract or family contract) or the insurance provider.

3. Part-time employees (less than 18.125 hours per week)

(d) Health Insurance Coverage (Effective January 1, 2016)

1. Effective January 1, 2016, the Health Insurance Plan will be administered as a High Deductible Health Plan with a Health Savings Account (HSA) for all eligible employees who qualify under IRS rules. The plan will maintain the same covered services and benefits provided by the core medical plan in effect immediately prior to January 1, 2016. The plan year shall run January 1st through December 31st.

2. Deductible

a. The deductible for a single plan shall be \$2,000 per plan year.

- b. The deductible for an employee plus kids' plan shall be \$4,000 per plan year.
 - c. The deductible for a family plan shall be \$4,000 per plan year.
3. In-network preventative services as identified by the member's service provider shall be covered at one hundred percent (100%) and not subject to the deductible stated above.
 4. Once the deductible in Section 2 above is reached, the member shall be responsible for a co-payment of ten percent (10%) for all in-network insurance claims, and a co-payment of \$10 for tier 1 prescriptions, \$40 for tier 2 prescriptions, and \$60 for tier 3 prescriptions for the duration of the plan year subject to the out-of-pocket maximum as outlined in Section 5.
 5. The maximum out of pocket expense for in-network eligible covered medical cost in a given plan year shall be \$4,000 for a single plan and \$8,000 for an EMPLOYEE plus kids' and family plan subject to the lifetime maximum. Once the out-of-pocket maximum is reached, insurance claims, including prescriptions, shall be paid at one hundred percent (100%).
 6. Contribution to Deductible
 - a. The BOARD's contribution to an employee's Health Savings Account is as follows:
 - (1) Fifty percent (50%) for plan year January 1, 2019, through December 31, 2019
 - a. Single: \$1,000
 - b. Employee + Kids: \$2,000
 - c. Family: \$2,000
 - (2) Fifty percent (50%) for plan year January 1, 2020, through December 31, 2020
 - a. Single: \$1,000
 - b. Employee + Kids: \$2,000
 - c. Family: \$2,000
 - b. The BOARD's contribution shall be made in two (2) payments. The first payment contribution shall be by the first payroll in January. The second payment contribution shall be by the first payroll in July.
 - c. The BOARD will contract with Wright-Patt Credit Union for the HSA account which will include a debit card with no fees to employees. However, an employee will be responsible for payment of any fees associated with opening an account with the Credit Union.
 - d. Employees may elect to contribute to their deductible through payroll deduction or lump sum as designated by the employee.

e. Pro-Rata Contribution and Reimbursement:

If an employee leaves the employment with the BOARD prior to the end of any calendar year (December 31), he/she will be required to reimburse the BOARD a pro-rata share of the BOARD's contribution towards his/her deductible/Health Savings Account. If an employee is aware that he/she may be leaving prior to December 31 of any year, he/she can make arrangements with the Treasurer's office to provide a pro-rata contribution towards his/her deductible.

Additional pro-rata reimbursement to the BOARD may be necessary if an employee alters his/her plan during the calendar year, such as changing from a family to single coverage, altering working hours to less than full-time or increasing working hours.

The BOARD's contribution will be adjusted, on a pro-rata basis, should an employee alter his/her plan during the calendar year, such as changing from a single to family coverage or increasing working hours to full-time.

7. Hardship Advancement

(a) The BOARD agrees to advance up to the full amount of the employee's deductible as a loan to the employee if the teaching employee can demonstrate through documentation extreme hardship or exigent circumstances. An employee shall be required to provide a written request for a hardship application/advancement to the Superintendent and the Treasurer.

An employee shall be required to reimburse the BOARD the amount of advancement that was the employee's share of the deductible through payroll deduction or alternative means within twelve (12) months of receipt by the teaching staff member of the advanced funds. A decision by the Superintendent/Treasurer to deny a request for advancement shall be final and shall not be subject to challenge through the grievance process contained in this Agreement.

(b) An employee may also notify the Superintendent and Treasurer of the need to advance the second BOARD contribution payment prior to the July date if he/she has exhausted the amount of the first contribution payment (\$1,000 for Family and Employee Plus Kids, \$500 for Single.)

8. Premiums

The sharing of premiums shall continue as specified in Section (c) above.

9. Employees enrolled in Medicare and in certain other instances may not be eligible for a Health Savings Account according to IRS rules. In such case, the BOARD will make available to said employee a Health Reimbursement Account (HRA). The plan will pay for eligible claims up to the amount of the BOARD's normal contribution, the employee will then pay the eligible claims to reach the full deductible amount. Eligible

claims over the deductible will then be paid at one hundred percent (100%) by the plan for the balance of the plan year subject to the lifetime maximum.

10. Waiver Incentive

An Employee who is enrolled in the BOARD health insurance plan on May 1, 2018 is eligible for the following stipends for each year he/she chooses to discontinue participation in the health care plan:

- (a) \$5,000 to an Employee enrolled in a family plan who discontinues with any type of health insurance coverage;
- (b) \$2,500 to an Employee enrolled in an employee + kids plan who discontinues with any type of health insurance coverage;
- (c) \$2,000 to an Employee enrolled in a single plan who discontinues with any type of health insurance coverage;
- (d) \$2,000 to an Employee enrolled in a family plan who elects an employee + kids plan instead;
- (e) \$3,500 to an Employee enrolled in a family plan who elects a single plan instead;
- (f) \$2,500 to an Employee enrolled in an employee + kids plan who elects a single plan instead

To be eligible for the stipend, an Employee must elect one of the options in (a) through (f) above during the open enrollment period of each year and must continue with the elected option for the full duration of the year (January 1 through December 31).

The stipend will be issued in January of each year, after completing the full year.

Should an Employee who has elected an option above resign during said year, he/she will receive a pro-rated amount of the stipend.

Married spouses where both partners are EMPLOYEES of the DISTRICT or if an EMPLOYEE makes a change to their insurance coverage due to an adult child no longer qualifying for dependent care pursuant to the Affordable Care Act shall not qualify for the incentives outlined in this Section.

The stipends stipulated in (a), (b), and (c) above shall be available to any Employee initially hired before May 1, 2018. However, stipends will not be available to any Employee employed prior to May 1, 2018 who was not utilizing the BOARD health insurance plan on said date.

Said stipend is available to a qualifying employee for each year of this three (3) year agreement. For example, an employee electing to waive or change his/her insurance plan during the open enrollment period shall receive the stipend for each year he/she waives or alters his/her choice in health insurance coverage.

(e) Life Insurance

The following Life Insurance Program shall be provided without cost to the full-time employees covered by this Agreement.

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

(f) Dental Insurance

The BOARD will continue to provide dental insurance at the same or substantially similar coverage to the plan in effect at the time of the contract ratification. The sharing of premiums shall continue as specified in Section (c) above. Employees shall have the option to select an improved dental plan whose specifications shall be shared in advance with the employees.

(g) Vision Insurance

The BOARD will continue to provide vision insurance at the same or substantially similar coverage to the plan in effect at the time of the contract ratification. The sharing of premiums shall continue as specified in Section (c) above.

(h) Insurance Committee

- 1) An Insurance Committee shall be developed to meet quarterly during the school year. The members of the committee shall include the SEA President/designee and four (4) members appointed by the SEA President, the SCEA President/Co-President and three (3) members appointed by the SCEA President; four (4) members appointed by the Superintendent.
- 2) The committee shall work cooperatively to explore all aspects of insurance including, but not be limited to, reviewing:
 - Group utilization patterns;
 - Current trends in cost containment;
 - Alternative plan options and/or design;
 - Comparative coverage within the industry.
- 3) Additionally, the committee shall review offers/quotes from carriers/providers when the increase in premiums exceeds 10%.

(i) General Provisions

- (1) The foregoing Health, Dental and Vision benefits described above shall be continued for any eligible employee who pays the employee's portion as set forth in Section c above during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence granted pursuant to the provisions of this Agreement, non-compensated approved leave of absence of less than thirty (30) days, or for employees working only during the regular School year and not working during the Summer break period, until such employee either resign their employment status or fail to return to active working status at the commencement of the next school year. Except as otherwise required under the FMLA, employees on a non-compensated approved leave of absence of over thirty (30) days' duration, and/or employees or dependents of employees eligible for COBRA Benefit Continuation Rights who desire to continue benefit coverage described above past the period for which the BOARD has agreed to continue benefit coverage for the employee may do so by paying one hundred and two percent (102%) of the full group premium for such insurance, as set by the BOARD's Insurance Administrator or the insurance provider and/or insurance carrier, to the Administrator of the insurance program and/or the carrier designated by the BOARD and as set forth in COBRA regulations. In the event coverage is discontinued for any period, coverage cannot be reacquired through the BOARD until the employee returns to active working status.
- (2) Unless a properly completed application form for any of the benefits described above is filed with the Treasurer of the BOARD within thirty (30) calendar days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, or unless timely application is made for COBRA benefit rights, coverage will not be available until the next enrollment period and then in accordance with the limitations contained in the Plan.

- (3) In the event an employee desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the employee must follow the procedures specified in the "Master Plan Document". Any change in coverage shall be governed by the provisions contained in the "Master Plan Document".
- (4) All benefits provided pursuant to this Benefit Program shall be subject to the conditions set forth in any contract secured by the BOARD or the conditions set forth in the "Master Plan Document".
- (j) For purposes of this Article, the effective date of resignation of any employee shall be either: (1) the day prior to the commencement of the next school teaching year; or (2) the effective date of resignation as submitted on the employee's resignation notification, whichever date shall occur first.

18.03 STRS Pick-Up

- (a) The BOARD herewith agrees with the ASSOCIATION to pick up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit using the salary reduction method as approved by STRS and the IRS on the following terms and conditions:
 - (1) An amount equal to the employee's total contribution will be picked up and paid on behalf of each employee, including contributions on supplemental earnings.
 - (2) The BOARD shall compute and remit all applicable contributions to STRS based upon annual salaries and any other earned compensation(s).*
 - (3) The pick up percentage shall apply uniformly to all employees of the bargaining unit and no employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the BOARD pick up.
 - (4) Definitions - * Annual salary - the adjusted salary plus the BOARD pick up of the employee's contribution to STRS.
Adjusted salary - the annual salary minus the BOARD pick up (salary which appears on the employee's W-2 form).
 - (5) It is understood by the parties that computation of all supplemental salaries, extended time salaries, etc., will be computed upon the annual salary in effect at the time of computation.
 - (6) Said "pick up" shall not result in additional cost to the BOARD.

18.04 IRS Section 125 Plan

- (a) The BOARD has in place a Section 125 Plan pursuant to which the employee portion of any insurance benefits and employee-paid medical

expenses and employee-paid dependent care expenses may be paid with "before tax" dollars. The maximum amount which may be placed in this account during any calendar year for dependent care expenses is in accordance with IRS rules and regulations.

- (b) The administrative cost of the Section 125 Plan shall be paid by the BOARD.

18.05 Mileage Reimbursement

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

18.06 Tuition Reimbursement

Employees shall be eligible for reimbursement effective with the 2018-19 school year for classes taken during the 2017-18 year and summers of 2017 and 2018. Effective the 2018-2019 school year, the following provisions will apply:

- (a) A fund of an annual appropriation of \$55,000 per school year will be established to reimburse employees for tuition reimbursement. Funds will be distributed equally to employees based on total number of hours taken by all employees who have met the requirements of (b) below. The reimbursement shall be for tuition only and will not exceed actual tuition costs. The course work shall be completed prior to September 1 for the employee to receive reimbursement for the work done in the previous academic year (September – August). The employee must submit a transcript and receipt for tuition to the Human Resources Office by October 1. The employee will receive reimbursement by the first payroll of November if the employee is still under contract with the Board of Education at that time. A maximum of six (6) semester or nine (9) quarter hours per year will be eligible for reimbursement.

- (b) All course work claimed for reimbursement shall:

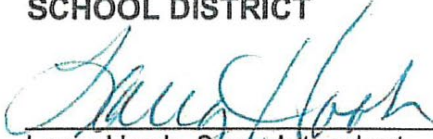
1. Have been requested and approved in advance of enrollment in the class.
2. Be in a field of education, technology or in an academic area to renew, upgrade licenses, or teach dual credit college courses.
3. Be graduate level from an accredited college or university. Exception could be technology classes offered at the undergraduate level.
4. Have been completed with a letter grade of "B" or better unless otherwise provided in connection with the approval to be deemed to have satisfactorily completed the course.

ARTICLE XIX - LENGTH OF CONTRACT

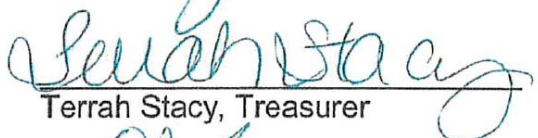
19.01 DURATION

This Contract shall commence on July 1, 2021, and shall remain in full force and effect until June 30, 2024. This Contract has been executed by the representatives of the parties on this 26th day of May, 2021.

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



Larry Hook, Superintendent



Terrah Stacy, Treasurer



Dan Gudiz, Board President




William M. Deters, III, Attorney

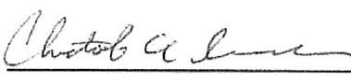
**SPRINGBORO EDUCATION
ASSOCIATION**



Emily Hemmert-Dull, President



Matthew Blair, Negotiator



Christopher Rowe, Negotiator



Carol Evans, Negotiator



Meg Kohls, Negotiator



Matthew Hagan, Negotiator



Dan Ramos, OEA Representative

Approved by Board of Education:

May 26, 2021

Ratified by SEA Membership:

May 11, 2021

APPENDIX A - SEA GRIEVANCE FORM
SPRINGBORO COMMUNITY SCHOOLS

Step Two (Administrator)

Grievant _____ Date _____

School _____ Principal _____

Grievant accompanied
by _____

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

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

Date, if any, of Step One discussion

Signature of Grievant:

Hearing date: _____

Step Two

Response: _____

Signature of Administrator

_____ Date _____

cc: Grievant
Association President
Superintendent

SEA GRIEVANCE FORM

Step Three (Superintendent)

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

Date of written appeal

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

Attached a completed copy of Grievance Form, Step Two.

Signature of Grievant

Hearing Date

Step Three Response: _____

Signature of Superintendent _____

Date _____

cc: Grievant
Association President
Superintendent

SEA GRIEVANCE FORM

Step Four (Arbitration)

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

Date of notice

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

Attach copies of Steps Two and Three Grievance Forms.

Signature of Grievant

cc: Grievant
Superintendent
Principal
Association President

APPENDIX B - EMPLOYEE APPLICATION FOR SICK LEAVE BANK

**SPRINGBORO COMMUNITY SCHOOLS
1685 S. Main Street
Springboro, OH 45066-1524**

Date _____

Name _____

Building _____

Home Address

Telephone _____

Number of sick days used for this school year: _____

Number of sick days used for current illness: _____

Employee's reason for request (be specific) _____

Estimate of additional days needed: _____

Name of attending physician: _____

Address of attending physician: _____

Telephone number of attending physician _____

Please submit completed application to **Assistant Superintendent**

APPENDIX C - PHYSICIAN'S STATEMENT

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

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

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

Physician's estimate of number of days needed for recovery

Date _____
Physician's Signature

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

Date _____
Employee's Signature

Please submit this completed statement to:

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

APPENDIX D - SALARY SCHEDULES
SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT
SALARY SCHEDULE 2021-2022

STEP	DEGREE	BA/BS	BA+	M.A.	MA +	MA +
	HOURS	DEGREE	15 HRS	DEGREE	15 HRS	30 HRS
		(column 2)	(column 3)	(column 4)	(column 5)	(column 6)
0	INDEX	1.00	1.05501	1.11	1.15501	1.22
	SALARY	\$42,327	\$44,655	\$46,983	\$48,888	\$51,639
1	INDEX	1.0475	1.10501	1.1625	1.21	1.27751
	SALARY	\$44,338	\$46,772	\$49,205	\$51,216	\$54,073
2	INDEX	1.095	1.15501	1.21501	1.26501	1.335
	SALARY	\$46,348	\$48,888	\$51,428	\$53,544	\$56,507
3	INDEX	1.14253	1.20501	1.26751	1.32	1.39251
	SALARY	\$48,360	\$51,004	\$53,650	\$55,872	\$58,941
4	INDEX	1.19002	1.25501	1.32	1.375	1.45
	SALARY	\$50,370	\$53,121	\$55,872	\$58,200	\$61,374
5	INDEX	1.2375	1.30501	1.3725	1.43001	1.5075
	SALARY	\$52,380	\$55,237	\$58,094	\$60,528	\$63,808
6	INDEX	1.285	1.35501	1.425	1.485	1.56501
	SALARY	\$54,390	\$57,354	\$60,316	\$62,856	\$66,242
7	INDEX	1.3325	1.40501	1.47751	1.54001	1.6225
	SALARY	\$56,401	\$59,470	\$62,539	\$65,184	\$68,676
8	INDEX	1.38003	1.45501	1.53001	1.595	1.68001
	SALARY	\$58,413	\$61,586	\$64,761	\$67,512	\$71,110
9	INDEX	1.42752	1.50501	1.5825	1.65	1.7375
	SALARY	\$60,423	\$63,703	\$66,982	\$69,840	\$73,543
10	INDEX	1.475	1.55501	1.635	1.70501	1.795
	SALARY	\$62,432	\$65,819	\$69,205	\$72,168	\$75,977
11	INDEX	1.5225	1.60501	1.6875	1.76	1.85251
	SALARY	\$64,443	\$67,935	\$71,427	\$74,496	\$78,411
12	INDEX	1.57	1.65501	1.74001	1.81501	1.91
	SALARY	\$66,453	\$70,052	\$73,649	\$76,824	\$80,845
13	INDEX	1.61751	1.70501	1.79251	1.87	1.96751
	SALARY	\$68,464	\$72,168	\$75,872	\$79,151	\$83,279
15	INDEX	1.66502	1.75501	1.845	1.92503	2.02502
	SALARY	\$70,475	\$74,284	\$78,093	\$81,481	\$85,713
17	INDEX	1.7125	1.80501	1.8975	1.98001	2.0825
	SALARY	\$72,485	\$76,401	\$80,315	\$83,808	\$88,146
20	INDEX	1.76	1.85501	1.95002	2.035	2.14001
	SALARY	\$74,496	\$78,517	\$82,538	\$86,135	\$90,580
23	INDEX	1.8075	1.90501	2.00251	2.09001	2.1975
	SALARY	\$76,506	\$80,633	\$84,760	\$88,464	\$93,014
25	INDEX	1.85501	1.95501	2.05501	2.145	2.25501
	SALARY	\$78,517	\$82,750	\$86,982	\$90,791	\$95,448
27	INDEX	1.90251	2.00501	2.10751	2.2	2.31251
	SALARY	\$80,528	\$84,866	\$89,205	\$93,119	\$97,882

**SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT
SALARY SCHEDULE 2022-2023**

STEP	DEGREE	BA/BS	BA+	M.A.	MA +	MA +
	HOURS	DEGREE	15 HRS	DEGREE	15 HRS	30 HRS
		(column 2)	(column 3)	(column 4)	(column 5)	(column 6)
0	INDEX	1.00	1.05501	1.11	1.15501	1.22
	SALARY	\$43,385	\$45,772	\$48,157	\$50,110	\$52,930
1	INDEX	1.0475	1.10501	1.1625	1.21	1.27751
	SALARY	\$45,446	\$47,941	\$50,435	\$52,496	\$55,425
2	INDEX	1.095	1.15501	1.21501	1.26501	1.335
	SALARY	\$47,507	\$50,110	\$52,713	\$54,882	\$57,919
3	INDEX	1.14253	1.20501	1.26751	1.32	1.39251
	SALARY	\$49,569	\$52,279	\$54,991	\$57,268	\$60,414
4	INDEX	1.19002	1.25501	1.32	1.375	1.45
	SALARY	\$51,629	\$54,449	\$57,268	\$59,654	\$62,908
5	INDEX	1.2375	1.30501	1.3725	1.43001	1.5075
	SALARY	\$53,689	\$56,618	\$59,546	\$62,041	\$65,403
6	INDEX	1.285	1.35501	1.425	1.485	1.56501
	SALARY	\$55,750	\$58,787	\$61,824	\$64,427	\$67,898
7	INDEX	1.3325	1.40501	1.47751	1.54001	1.6225
	SALARY	\$57,811	\$60,956	\$64,102	\$66,813	\$70,392
8	INDEX	1.38003	1.45501	1.53001	1.595	1.68001
	SALARY	\$59,873	\$63,126	\$66,379	\$69,199	\$72,887
9	INDEX	1.42752	1.50501	1.5825	1.65	1.7375
	SALARY	\$61,933	\$65,295	\$68,657	\$71,585	\$75,381
10	INDEX	1.475	1.55501	1.635	1.70501	1.795
	SALARY	\$63,993	\$67,464	\$70,934	\$73,972	\$77,876
11	INDEX	1.5225	1.60501	1.6875	1.76	1.85251
	SALARY	\$66,054	\$69,633	\$73,212	\$76,358	\$80,371
12	INDEX	1.57	1.65501	1.74001	1.81501	1.91
	SALARY	\$68,114	\$71,803	\$75,490	\$78,744	\$82,865
13	INDEX	1.61751	1.70501	1.79251	1.87	1.96751
	SALARY	\$70,176	\$73,972	\$77,768	\$81,130	\$85,360
15	INDEX	1.66502	1.75501	1.845	1.92503	2.02502
	SALARY	\$72,237	\$76,141	\$80,045	\$83,517	\$87,855
17	INDEX	1.7125	1.80501	1.8975	1.98001	2.0825
	SALARY	\$74,297	\$78,310	\$82,323	\$85,903	\$90,349
20	INDEX	1.76	1.85501	1.95002	2.035	2.14001
	SALARY	\$76,358	\$80,480	\$84,602	\$88,288	\$92,844
23	INDEX	1.8075	1.90501	2.00251	2.09001	2.1975
	SALARY	\$78,418	\$82,649	\$86,879	\$90,675	\$95,339
25	INDEX	1.85501	1.95501	2.05501	2.145	2.25501
	SALARY	\$80,480	\$84,818	\$89,157	\$93,061	\$97,834
27	INDEX	1.90251	2.00501	2.10751	2.2	2.31251
	SALARY	\$82,540	\$86,987	\$91,434	\$95,447	\$100,328

SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT

SALARY SCHEDULE 2023-2024

	DEGREE	BA/BS	BA+	M.A.	MA +	MA +
STEP	HOURS	DEGREE	15 HRS	DEGREE	15 HRS	30 HRS
		(column 2)	(column 3)	(column 4)	(column 5)	(column 6)
0	INDEX	1.00	1.05501	1.11	1.15501	1.22
	SALARY	\$44,253	\$46,687	\$49,121	\$51,113	\$53,989
1	INDEX	1.0475	1.10501	1.1625	1.21	1.27751
	SALARY	\$46,355	\$48,900	\$51,444	\$53,546	\$56,534
2	INDEX	1.095	1.15501	1.21501	1.26501	1.335
	SALARY	\$48,457	\$51,113	\$53,768	\$55,980	\$59,078
3	INDEX	1.14253	1.20501	1.26751	1.32	1.39251
	SALARY	\$50,560	\$53,325	\$56,091	\$58,414	\$61,623
4	INDEX	1.19002	1.25501	1.32	1.375	1.45
	SALARY	\$52,662	\$55,538	\$58,414	\$60,848	\$64,167
5	INDEX	1.2375	1.30501	1.3725	1.43001	1.5075
	SALARY	\$54,763	\$57,751	\$60,737	\$63,282	\$66,711
6	INDEX	1.285	1.35501	1.425	1.485	1.56501
	SALARY	\$56,865	\$59,963	\$63,061	\$65,716	\$69,256
7	INDEX	1.3325	1.40501	1.47751	1.54001	1.6225
	SALARY	\$58,967	\$62,176	\$65,384	\$68,150	\$71,800
8	INDEX	1.38003	1.45501	1.53001	1.595	1.68001
	SALARY	\$61,070	\$64,389	\$67,708	\$70,584	\$74,345
9	INDEX	1.42752	1.50501	1.5825	1.65	1.7375
	SALARY	\$63,172	\$66,601	\$70,030	\$73,017	\$76,890
10	INDEX	1.475	1.55501	1.635	1.70501	1.795
	SALARY	\$65,273	\$68,814	\$72,354	\$75,452	\$79,434
11	INDEX	1.5225	1.60501	1.6875	1.76	1.85251
	SALARY	\$67,375	\$71,027	\$74,677	\$77,885	\$81,979
12	INDEX	1.57	1.65501	1.74001	1.81501	1.91
	SALARY	\$69,477	\$73,239	\$77,001	\$80,320	\$84,523
13	INDEX	1.61751	1.70501	1.79251	1.87	1.96751
	SALARY	\$71,580	\$75,452	\$79,324	\$82,753	\$87,068
15	INDEX	1.66502	1.75501	1.845	1.92503	2.02502
	SALARY	\$73,682	\$77,664	\$81,647	\$85,188	\$89,613
17	INDEX	1.7125	1.80501	1.8975	1.98001	2.0825
	SALARY	\$75,783	\$79,877	\$83,970	\$87,621	\$92,157
20	INDEX	1.76	1.85501	1.95002	2.035	2.14001
	SALARY	\$77,885	\$82,090	\$86,294	\$90,055	\$94,702
23	INDEX	1.8075	1.90501	2.00251	2.09001	2.1975
	SALARY	\$79,987	\$84,302	\$88,617	\$92,489	\$97,246
25	INDEX	1.85501	1.95501	2.05501	2.145	2.25501
	SALARY	\$82,090	\$86,515	\$90,940	\$94,923	\$99,791
27	INDEX	1.90251	2.00501	2.10751	2.2	2.31251
	SALARY	\$84,192	\$88,728	\$93,264	\$97,357	\$102,336

APPENDIX E
SUPPLEMENTAL/EXTRACURRICULAR CONTRACT SALARY SCHEDULE

2021-2022

						Current	0-3 Years Exp.	4-6 Years Exp.	7+ Years Exp.
Non-sports	Activity	Position	FIRST	LAST NAME	Exp.	Factor	Base = \$5,714	Base = \$6,561	Base = \$7,407
All	N/A	Art Teacher	Art Shows-Annually-Weekend/Evenings		0	Flat	\$550	\$550	\$550
All	N/A	Band Camp	Nurse		0	0.215	\$1,229	\$1,411	\$1,593
All	N/A	Destination Imagination	Coordinator		0	Flat	\$1,500	\$1,500	\$1,500
All	N/A	Destination Imagination	Coach (25)		0	Flat	\$240	\$240	\$240
All	N/A	Educational Technologist	Building Rep (Tied to State Grant)		0	Flat	\$1,000	\$1,000	\$1,000
All	N/A	Mentor Program Leader	Leader		0	Flat	\$2,600	\$2,600	\$2,600
All	N/A	Mentor Program Teacher	YEAR ONE or TWO (Per Mentee)		0	Flat	\$1,000	\$1,000	\$1,000
All	N/A	Mentor Program Teacher	YEAR THREE or FOUR (Per Mentee)		0	Flat	\$500	\$500	\$500
All	N/A	Educ Asst RBT Tech	Registered Behavior Tech Cert (2)		0	Flat	\$1,600	\$1,600	\$1,600
All	N/A	Special Olympics	Coordinator		0	0.243	\$1,389	\$1,594	\$1,800
All	N/A	Summer School	Director		0	Flat	\$3,500	\$3,500	\$3,500
All	N/A	Title 1 Summer School	Director		0	Flat	\$2,500	\$2,500	\$2,500
All	N/A	School Strings	Director (2)			0.589	\$3,366	\$3,864	\$4,363
		Wellness Program	Coordinator			Flat	\$10,000	\$10,000	\$10,000
Elementary	N/A	Camp Kern	Teacher		0	0.086	\$491	\$564	\$637
Elementary	N/A	Grade Level Leader	Grade Lvl Ldr/Spec Ed Team Ldr/Specials		0	0.398	\$2,274	\$2,611	\$2,948
Elementary	N/A	Student Council	Advisor		0	0.173	\$989	\$1,135	\$1,281
Elementary	N/A	Vocal Music	Director		0	0.381	\$2,177	\$2,500	\$2,822
High School	N/A	Acad. Team Comp.	Advisor		0	0.277	\$1,583	\$1,817	\$2,052
High School	N/A	All Areas	Department Head		0	0.477	\$2,726	\$3,129	\$3,533
High School	N/A	Art Club	Advisor		0	0.207	\$1,183	\$1,358	\$1,533
High School	N/A	Band	Director		0	1.000	\$5,714	\$6,561	\$7,407
High School	N/A	Band	Assistant Director (3)		0	0.589	\$3,366	\$3,864	\$4,363
High School	N/A	Band	Assistant Director - Summer		0	0.190	\$1,086	\$1,247	\$1,407
High School	N/A	Drama Club	Advisor		0	0.243	\$1,389	\$1,594	\$1,800
High School	N/A	Fall Play	HS Fall Play		0	0.243	\$1,389	\$1,594	\$1,800
High School	N/A	Flag Corps	Flag Corps		0	0.589	\$3,366	\$3,864	\$4,363
High School	N/A	Inter. Language Club	Advisor		0	0.207	\$1,183	\$1,358	\$1,533
High School	N/A	Jass Choir	Director		0	0.381	\$2,177	\$2,500	\$2,822
High School	N/A	JCOWA	Advisor		0	0.243	\$1,389	\$1,594	\$1,800
High School	N/A	Junior Class	Advisor		0	0.381	\$2,177	\$2,500	\$2,822
High School	N/A	Mock Trial	Advisor		0	0.277	\$1,583	\$1,817	\$2,052
High School	N/A	Muse Machine	Advisor		0	0.433	\$2,474	\$2,841	\$3,207
High School	N/A	Music Percussion	Director		0	0.650	\$3,714	\$4,264	\$4,815
High School	N/A	Musical	Director (2)		0	0.312	\$1,783	\$2,047	\$2,311

High School	N/A	National Honor Society	Advisor	0	0.277	\$1,583	\$1,817	\$2,052
High School	N/A	Newspaper	Advisor	0	0.312	\$1,783	\$2,047	\$2,311
High School	N/A	Panther Express	Advisor (Marketing/Entrepreneur Teacher)	0	0.286	\$1,634	\$1,876	\$2,118
High School	N/A	Pep Band	Director	0	0.078	\$446	\$512	\$578
High School	N/A	Pride Committee	Advisor	0	0.207	\$1,183	\$1,358	\$1,533
High School	N/A	SADD	Advisor	0	0.433	\$2,474	\$2,841	\$3,207
High School	N/A	Senior Class	Advisor	0	0.400	\$2,286	\$2,624	\$2,963
High School	N/A	Student Council	Advisor	0	0.433	\$2,474	\$2,841	\$3,207
High School	N/A	Teen Counselor	Advisor	0	0.277	\$1,583	\$1,817	\$2,052
High School	N/A	Video Journalism	Advisor	0	0.312	\$1,783	\$2,047	\$2,311
High School	N/A	Videographer	Videographer	0	0.336	\$1,920	\$2,204	\$2,489
High School	N/A	Vocal Music	Director	0	0.650	\$3,714	\$4,264	\$4,815
High School	N/A	Vocal Music	Assistant Director	0	0.190	\$1,086	\$1,247	\$1,407
High School	N/A	Winterguard	Director	0	0.650	\$3,714	\$4,264	\$4,815
High School	N/A	Yearbook	Advisor	0	0.425	\$2,429	\$2,788	\$3,148
Junior High	N/A	Band	Director	0	0.589	\$3,366	\$3,864	\$4,363
Junior High	N/A	Band	Assistant Director	0	0.381	\$2,177	\$2,500	\$2,822
Junior High	N/A	Eighth Grade Trip	Advisor	0	Flat	\$600	\$600	\$600
Junior High	N/A	Eighth Grade Trip	Chaperone	0	0.086	\$491	\$564	\$637
Junior High	N/A	Little Theatre	Jr. High Little Theatre	0	0.243	\$1,389	\$1,594	\$1,800
Junior High	N/A	National Honor Society	Advisor	0	0.243	\$1,389	\$1,594	\$1,800
Junior High	N/A	Newspaper	Advisor	0	0.312	\$1,783	\$2,047	\$2,311
Junior High	N/A	SADD	Advisor	0	0.173	\$989	\$1,135	\$1,281
Junior High	N/A	Show Choir	Director	0	0.381	\$2,177	\$2,500	\$2,822
Junior High	N/A	Spelling Bee	Advisor	0	0.043	\$246	\$282	\$319
Junior High	N/A	Student Council	Advisor	0	0.312	\$1,783	\$2,047	\$2,311
Junior High	N/A	Team Leader	Team Leader	0	0.477	\$2,726	\$3,129	\$3,533
Junior High	N/A	Vocal Music	Director	0	0.589	\$3,366	\$3,864	\$4,363
Junior High	N/A	Vocal Music	Assistant Director	0	0.190	\$1,086	\$1,247	\$1,407
Junior High	N/A	Winterguard	Director	0	0.243	\$1,389	\$1,594	\$1,800
Junior High	N/A	Yearbook	Advisor	0	0.312	\$1,783	\$2,047	\$2,311
SI	N/A	Team Leader	Team Leader	0	0.477	\$2,726	\$3,129	\$3,533
SI	N/A	Instrumental Music	Director	0	0.589	\$3,366	\$3,864	\$4,363
SI	N/A	Student Council	Advisor	0	0.312	\$1,783	\$2,047	\$2,311
SI	N/A	Vocal Music	Director	0	0.589	\$3,366	\$3,864	\$4,363

FY22	ATHLETIC SUPPLEMENTAL PAY SCALE	** NOT PART OF SEA CONTRACT				
School District Base	Factor	0-4 Years	5-9 Years	10-15 Years	16 + years	
BASE	42327	0.81	1.05	1.10	1.15	
Athletic Activity Manager Seasonal	0.042	1440	1867	1956	2044	
Weight Room Attendent	0.065	2229	2889	3026	3164	
Basketball - Head Varsity Coach (B & G)	0.176	6034	7822	8195	8567	
Basketball - Asst. Coach (B & G)	0.103	3531	4578	4796	5014	
Basektball - JV Coach (B & G)	0.105	3600	4667	4889	5111	
Basketball - Freshman Coach (B & G)	0.103	3531	4578	4796	5014	
Baseball - Head Varsity Coach	0.13	4457	5778	6053	6328	
Baseball - Assistant Coach	0.08	2743	3555	3725	3894	
Baseball - JV Coach	0.072	2469	3200	3352	3505	
Baseball - Freshman Coach	0.065	2229	2889	3026	3164	
Bowling - Head Varsity Coach (B & G)	0.09	3086	4000	4190	4381	
Bowling - Asst Varsity Coach (B & G)	0.058	1989	2578	2700	2823	
Cheerleading - Head Varsity Coach (F & W)	0.065	2229	2889	3026	3164	
Cheerleading - Asst Coach (F & W)	0.044	1509	1956	2049	2142	
Cheerleading - Head Freshman Coach (F & W)	0.043	1474	1911	2002	2093	
Comp Cheerleading - Varsity Advisor	0.07	2400	3111	3259	3407	
Comp Cheerleading - Asst Advisor	0.044	1509	1956	2049	2142	
Cross Country - Head Varsity Coach	0.1	3428	4444	4656	4868	
Cross Country - Asst Coach	0.072	2469	3200	3352	3505	
Diving - Coach	0.05	1714	2222	2328	2434	
Football - Head Varsity Coach	0.186	6377	8266	8660	9054	
Football - Asst Varsity Coach	0.12	4114	5333	5587	5841	
Football - Head Freshman Coach	0.1	3428	4444	4656	4868	
Football - Asst Freshman Coach	0.088	3017	3911	4097	4283	
Golf - Varsity Golf Coach (B & G)	0.095	3257	4222	4423	4624	
Golf - Asst Golf Coach (B & G)	0.057	1954	2533	2654	2775	
Hockey - Head Coach	0.1	3428	4444	4656	4868	
Hockey - Asst Coach	0.072	2469	3200	3352	3505	
Hockey - Head JV Coach	0.072	2469	3200	3352	3505	
Soccer - Head Varsity Coach (B & G)	0.135	4628	6000	6286	6571	
Soccer - Head JV Coach (B & G)	0.09	3086	4000	4190	4381	
Soccer - Asst Varsity Coach (B & G)	0.08	2743	3555	3725	3894	
Softball - Head Varsity Coach	0.13	4457	5778	6053	6328	
Softball - JV Coach	0.072	2469	3200	3352	3505	
Softball - Assistant Coach	0.074	2537	3289	3445	3602	
Swimming - Head Varsity Coach	0.1	3428	4444	4656	4868	
Swimming - Assistant Coach	0.072	2469	3200	3352	3505	
Tennis - Head Varsity Coach (B & G)	0.095	3257	4222	4423	4624	
Tennis - Asst Varsity Coach (B & G)	0.0586	2009	2604	2728	2852	
Tennis - Freshman Coach Girls	0.0586	2009	2604	2728	2852	
Track - Head Varsity Coach (B & G)	0.12	4114	5333	5587	5841	
Track - Asst Coach (B & G)	0.072	2469	3200	3352	3505	
Volleyball - Head Varsity Coach	0.13	4457	5778	6053	6328	
Volleyball - Asst Varsity Coach	0.08	2743	3555	3725	3894	
Volleyball - JV Head Coach	0.072	2469	3200	3352	3505	
Volleyball - Head Freshman Coach	0.065	2229	2889	3026	3164	
Wrestling - Head Varsity Coach	0.13	4457	5778	6053	6328	
Wrestling - Head JV Coach	0.088	3017	3911	4097	4283	
Wrestling - Assistant	0.084	2880	3733	3911	4089	
Springboro JH						
Athletic Activity Manager	0.145	4971	6444	6751	7058	
Basketball - Head 8th Grade Coach (B & G)	0.075	2571	3333	3492	3651	
Basektball - Head 7th Grade Coach (B & G)	0.075	2571	3333	3492	3651	
Cheerleading - Head Coach (F & W)	0.053	1817	2355	2468	2580	
Cheerleading - Asst Coach (F & W)	0.042	1440	1867	1956	2044	
Comp Cheerleading Coach- 8th Grade	0.042	1440	1867	1956	2044	
Comp Cheerleading Coach - 7th Grade	0.042	1440	1867	1956	2044	
Cross Country - Head Coach	0.072	2469	3200	3352	3505	
Cross Country - Asst Coach	0.052	1783	2311	2421	2531	
Football - Head 8th Grade Coach	0.076	2606	3378	3539	3699	
Football - Head 7th Grade Coach	0.076	2606	3378	3539	3699	
Football - Asst 8th Grade Coach	0.062	2126	2755	2887	3018	
Football - Asst 7th Grade Coach	0.062	2126	2755	2887	3018	
Track - Head Coach (B & G)	0.074	2537	3289	3445	3602	
Track - Asst Coach (B & G)	0.0586	2009	2604	2728	2852	
Volleyball - Head 8th Grade Coach	0.068	2331	3022	3166	3310	
Volleyball - Head 7th Grade Coach	0.068	2331	3022	3166	3310	
Wrestling - Head Coach	0.068	2331	3022	3166	3310	
Wrestling - Asst Coach	0.062	2126	2755	2887	3018	

**APPENDIX E
SUPPLEMENTAL/EXTRACURRICULAR CONTRACT SALARY SCHEDULE**

2022-2023

						Current	0-3 Years Exp.	4-6 Years Exp.	7+ Years Exp.
Non-sports	Activity	Position	FIRST	LAST NAME	Exp.	Factor	Base = \$5,857	Base = \$6,725	Base = \$7,592
All	N/A	Art Teacher	Art Shows-Annually-Weekend/Evenings		0	Flat	\$550	\$550	\$550
All	N/A	Band Camp	Nurse		0	0.215	\$1,259	\$1,446	\$1,832
All	N/A	Destination Imagination	Coordinator		0	Flat	\$1,500	\$1,500	\$1,500
All	N/A	Destination Imagination	Coach (25)		0	Flat	\$240	\$240	\$240
All	N/A	Educational Technologist	Building Rep (Tied to State Grant)		0	Flat	\$1,000	\$1,000	\$1,000
All	N/A	Mentor Program Leader	Leader		0	Flat	\$2,600	\$2,600	\$2,600
All	N/A	Mentor Program Teacher	YEAR ONE or TWO (Per Mentee)		0	Flat	\$1,000	\$1,000	\$1,000
All	N/A	Mentor Program Teacher	YEAR THREE or FOUR (Per Mentee)		0	Flat	\$500	\$500	\$500
All	N/A	Educ Asst RBT Tech	Registered Behavior Tech Cert (2)		0	Flat	\$1,600	\$1,600	\$1,600
All	N/A	Special Olympics	Coordinator		0	0.243	\$1,423	\$1,634	\$1,845
All	N/A	Summer School	Director		0	Flat	\$3,500	\$3,500	\$3,500
All	N/A	Title 1 Summer School	Director		0	Flat	\$2,500	\$2,500	\$2,500
All	N/A	School Strings	Director (2)			0.589	\$3,450	\$3,961	\$4,472
		Wellness Program	Coordinator			Flat	\$10,000	\$10,000	\$10,000
Elementary	N/A	Camp Kern	Teacher		0	0.086	\$504	\$578	\$653
Elementary	N/A	Grade Level Leader	Grade Lvl Ldr/Spec Ed Team Ldr/Specials		0	0.398	\$2,331	\$2,676	\$3,022
Elementary	N/A	Student Council	Advisor		0	0.173	\$1,013	\$1,163	\$1,313
Elementary	N/A	Vocal Music	Director		0	0.381	\$2,232	\$2,562	\$2,893
High School	N/A	Acad. Team Comp.	Advisor		0	0.277	\$1,622	\$1,863	\$2,103
High School	N/A	All Areas	Department Head		0	0.477	\$2,794	\$3,208	\$3,622
High School	N/A	Art Club	Advisor		0	0.207	\$1,212	\$1,392	\$1,572
High School	N/A	Band	Director		0	1.000	\$5,857	\$6,725	\$7,592
High School	N/A	Band	Assistant Director (3)		0	0.589	\$3,450	\$3,961	\$4,472
High School	N/A	Band	Assistant Director - Summer		0	0.190	\$1,113	\$1,278	\$1,443
High School	N/A	Drama Club	Advisor		0	0.243	\$1,423	\$1,634	\$1,845
High School	N/A	Fall Play	HS Fall Play		0	0.243	\$1,423	\$1,634	\$1,845
High School	N/A	Flag Corps	Flag Corps		0	0.589	\$3,450	\$3,961	\$4,472
High School	N/A	Inter. Language Club	Advisor		0	0.207	\$1,212	\$1,392	\$1,572
High School	N/A	Jass Choir	Director		0	0.381	\$2,232	\$2,562	\$2,893
High School	N/A	JCOWA	Advisor		0	0.243	\$1,423	\$1,634	\$1,845
High School	N/A	Junior Class	Advisor		0	0.381	\$2,232	\$2,562	\$2,893
High School	N/A	Mock Trial	Advisor		0	0.277	\$1,622	\$1,863	\$2,103
High School	N/A	Muse Machine	Advisor		0	0.433	\$2,536	\$2,912	\$3,287
High School	N/A	Music Percussion	Director		0	0.650	\$3,807	\$4,371	\$4,935

High School	N/A	Musical	Director (2)	0	0.312	\$1,827	\$2,098	\$2,389
High School	N/A	National Honor Society	Advisor	0	0.277	\$1,622	\$1,863	\$2,103
High School	N/A	Newspaper	Advisor	0	0.312	\$1,827	\$2,098	\$2,389
High School	N/A	Panther Express	Advisor (Marketing/Entrepreneur Teacher)	0	0.286	\$1,675	\$1,923	\$2,171
High School	N/A	Pep Band	Director	0	0.078	\$457	\$525	\$592
High School	N/A	Pride Committee	Advisor	0	0.207	\$1,212	\$1,392	\$1,572
High School	N/A	SADD	Advisor	0	0.433	\$2,536	\$2,912	\$3,287
High School	N/A	Senior Class	Advisor	0	0.400	\$2,343	\$2,690	\$3,037
High School	N/A	Student Council	Advisor	0	0.433	\$2,536	\$2,912	\$3,287
High School	N/A	Teen Counselor	Advisor	0	0.277	\$1,622	\$1,863	\$2,103
High School	N/A	Video Journalism	Advisor	0	0.312	\$1,827	\$2,098	\$2,389
High School	N/A	Videographer	Videographer	0	0.336	\$1,968	\$2,259	\$2,551
High School	N/A	Vocal Music	Director	0	0.650	\$3,807	\$4,371	\$4,935
High School	N/A	Vocal Music	Assistant Director	0	0.190	\$1,113	\$1,278	\$1,443
High School	N/A	Winterguard	Director	0	0.650	\$3,807	\$4,371	\$4,935
High School	N/A	Yearbook	Advisor	0	0.425	\$2,489	\$2,858	\$3,227
Junior High	N/A	Band	Director	0	0.589	\$3,450	\$3,961	\$4,472
Junior High	N/A	Band	Assistant Director	0	0.381	\$2,232	\$2,562	\$2,893
Junior High	N/A	Eighth Grade Trip	Advisor	0	Flat	\$600	\$600	\$600
Junior High	N/A	Eighth Grade Trip	Chaperone	0	0.086	\$504	\$578	\$653
Junior High	N/A	Little Theatre	Jr. High Little Theatre	0	0.243	\$1,423	\$1,634	\$1,845
Junior High	N/A	National Honor Society	Advisor	0	0.243	\$1,423	\$1,634	\$1,845
Junior High	N/A	Newspaper	Advisor	0	0.312	\$1,827	\$2,098	\$2,389
Junior High	N/A	SADD	Advisor	0	0.173	\$1,013	\$1,163	\$1,313
Junior High	N/A	Show Choir	Director	0	0.381	\$2,232	\$2,562	\$2,893
Junior High	N/A	Spelling Bee	Advisor	0	0.043	\$252	\$289	\$326
Junior High	N/A	Student Council	Advisor	0	0.312	\$1,827	\$2,098	\$2,389
Junior High	N/A	Team Leader	Team Leader	0	0.477	\$2,794	\$3,208	\$3,622
Junior High	N/A	Vocal Music	Director	0	0.589	\$3,450	\$3,961	\$4,472
Junior High	N/A	Vocal Music	Assistant Director	0	0.190	\$1,113	\$1,278	\$1,443
Junior High	N/A	Winterguard	Director	0	0.243	\$1,423	\$1,634	\$1,845
Junior High	N/A	Yearbook	Advisor	0	0.312	\$1,827	\$2,098	\$2,389
SI	N/A	Team Leader	Team Leader	0	0.477	\$2,794	\$3,208	\$3,622
SI	N/A	Instrumental Music	Director	0	0.589	\$3,450	\$3,961	\$4,472
SI	N/A	Student Council	Advisor	0	0.312	\$1,827	\$2,098	\$2,389
SI	N/A	Vocal Music	Director	0	0.589	\$3,450	\$3,961	\$4,472

FY23	ATHLETIC SUPPLEMENTAL PAY SCALE		** NOT PART OF SEA CONTRACT			
School District Base	Factor	0-4 Years	5-9 Years	10-15 Years	16 + years	
BASE	43385	0.81	1.05	1.10	1.15	
Athletic Activity Manager Seasonal	0.042	1476	1913	2004	2095	
Weight Room Attendent	0.065	2284	2961	3102	3243	
Basketball - Head Varsity Coach (B & G)	0.176	6185	8018	8399	8781	
Basketball - Asst. Coach (B & G)	0.103	3620	4692	4916	5139	
Basektball - JV Coach (B & G)	0.105	3690	4783	5011	5239	
Basketball - Freshman Coach (B & G)	0.103	3620	4692	4916	5139	
Baseball - Head Varsity Coach	0.13	4568	5922	6204	6486	
Baseball - Assistant Coach	0.08	2811	3644	3818	3991	
Baseball - JV Coach	0.072	2530	3280	3436	3592	
Baseball - Freshman Coach	0.065	2284	2961	3102	3243	
Bowling - Head Varsity Coach (B & G)	0.09	3163	4100	4295	4490	
Bowling - Asst Varsity Coach (B & G)	0.058	2038	2642	2768	2894	
Cheerleading - Head Varsity Coach (F & W)	0.065	2284	2961	3102	3243	
Cheerleading - Asst Coach (F & W)	0.044	1546	2004	2100	2195	
Cheerleading - Head Freshman Coach (F & W)	0.043	1511	1959	2052	2145	
Comp Cheerleading - Varsity Advisor	0.07	2460	3189	3341	3492	
Comp Cheerleading - Asst Advisor	0.044	1546	2004	2100	2195	
Cross Country - Head Varsity Coach	0.1	3514	4555	4772	4989	
Cross Country - Asst Coach	0.072	2530	3280	3436	3592	
Diving - Coach	0.05	1757	2278	2386	2495	
Football - Head Varsity Coach	0.186	6536	8473	8877	9280	
Football - Asst Varsity Coach	0.12	4217	5467	5727	5987	
Football - Head Freshman Coach	0.1	3514	4555	4772	4989	
Football - Asst Freshman Coach	0.088	3092	4009	4200	4391	
Golf - Varsity Golf Coach (B & G)	0.095	3338	4328	4534	4740	
Golf - Asst Golf Coach (B & G)	0.057	2003	2597	2720	2844	
Hockey - Head Coach	0.1	3514	4555	4772	4989	
Hockey - Asst Coach	0.072	2530	3280	3436	3592	
Hockey - Head JV Coach	0.072	2530	3280	3436	3592	
Soccer - Head Varsity Coach (B & G)	0.135	4744	6150	6443	6736	
Soccer - Head JV Coach (B & G)	0.09	3163	4100	4295	4490	
Soccer - Asst Varsity Coach (B & G)	0.08	2811	3644	3818	3991	
Softball - Head Varsity Coach	0.13	4568	5922	6204	6486	
Softball - JV Coach	0.072	2530	3280	3436	3592	
Softball - Assistant Coach	0.074	2600	3371	3532	3692	
Swimming - Head Varsity Coach	0.1	3514	4555	4772	4989	
Swimming - Assistant Coach	0.072	2530	3280	3436	3592	
Tennis - Head Varsity Coach (B & G)	0.095	3338	4328	4534	4740	
Tennis - Asst Varsity Coach (B & G)	0.0586	2059	2669	2797	2924	
Tennis - Freshman Coach Girls	0.0586	2059	2669	2797	2924	
Track - Head Varsity Coach (B & G)	0.12	4217	5467	5727	5987	
Track - Asst Coach (B & G)	0.072	2530	3280	3436	3592	
Volleyball - Head Varsity Coach	0.13	4568	5922	6204	6486	
Volleyball - Asst Varsity Coach	0.08	2811	3644	3818	3991	
Volleyball - JV Head Coach	0.072	2530	3280	3436	3592	
Volleyball - Head Freshman Coach	0.065	2284	2961	3102	3243	
Wrestling - Head Varsity Coach	0.13	4568	5922	6204	6486	
Wrestling - Head JV Coach	0.088	3092	4009	4200	4391	
Wrestling - Assistant	0.084	2952	3827	4009	4191	
Springboro JH						
Athletic Activity Manager	0.145	5096	6605	6920	7234	
Basketball - Head 8th Grade Coach (B & G)	0.075	2636	3417	3579	3742	
Basektball - Head 7th Grade Coach (B & G)	0.075	2636	3417	3579	3742	
Cheerleading - Head Coach (F & W)	0.053	1863	2414	2529	2644	
Cheerleading - Asst Coach (F & W)	0.042	1476	1913	2004	2095	
Comp Cheerleading Coach- 8th Grade	0.042	1476	1913	2004	2095	
Comp Cheerleading Coach - 7th Grade	0.042	1476	1913	2004	2095	
Cross Country - Head Coach	0.072	2530	3280	3436	3592	
Cross Country - Asst Coach	0.052	1827	2369	2482	2594	
Football - Head 8th Grade Coach	0.076	2671	3462	3627	3792	
Football - Head 7th Grade Coach	0.076	2671	3462	3627	3792	
Football - Asst 8th Grade Coach	0.062	2179	2824	2959	3093	
Football - Asst 7th Grade Coach	0.062	2179	2824	2959	3093	
Track - Head Coach (B & G)	0.074	2600	3371	3532	3692	
Track - Asst Coach (B & G)	0.0586	2059	2669	2797	2924	
Volleyball - Head 8th Grade Coach	0.068	2390	3098	3245	3393	
Volleyball - Head 7th Grade Coach	0.068	2390	3098	3245	3393	
Wrestling - Head Coach	0.068	2390	3098	3245	3393	
Wrestling - Asst Coach	0.062	2179	2824	2959	3093	

APPENDIX E
SUPPLEMENTAL/EXTRACURRICULAR CONTRACT SALARY SCHEDULE

2023-2024

Non-sports		Activity	Position	FIRST	LAST NAME	Exp.	Current Factor	0-3 Years Exp. Base = \$5,974	4-6 Years Exp. Base = \$6,859	7+ Years Exp. Base = \$7,744
All	N/A	Art Teacher	Art Shows-Annually-Weekend/Evenings			0	Flat	\$550	\$550	\$550
All	N/A	Band Camp	Nurse			0	0.215	\$1,284	\$1,475	\$1,665
All	N/A	Destination Imagination	Coordinator			0	Flat	\$1,500	\$1,500	\$1,500
All	N/A	Destination Imagination	Coach (25)			0	Flat	\$240	\$240	\$240
All	N/A	Educational Technologist	Building Rep (Tied to State Grant)			0	Flat	\$1,000	\$1,000	\$1,000
All	N/A	Mentor Program Leader	Leader			0	Flat	\$2,600	\$2,600	\$2,600
All	N/A	Mentor Program Teacher	YEAR ONE or TWO (Per Mentee)			0	Flat	\$1,000	\$1,000	\$1,000
All	N/A	Mentor Program Teacher	YEAR THREE or FOUR (Per Mentee)			0	Flat	\$500	\$500	\$500
All	N/A	Educ Asst RBT Tech	Registered Behavior Tech Cert (2)			0	Flat	\$1,600	\$1,600	\$1,600
All	N/A	Special Olympics	Coordinator			0	0.243	\$1,452	\$1,667	\$1,882
All	N/A	Summer School	Director			0	Flat	\$3,500	\$3,500	\$3,500
All	N/A	Title 1 Summer School	Director			0	Flat	\$2,500	\$2,500	\$2,500
All	N/A	School Strings	Director (2)				0.589	\$3,519	\$4,040	\$4,561
		Wellness Program	Coordinator				Flat	\$10,000	\$10,000	\$10,000
Elementary	N/A	Camp Kern	Teacher			0	0.086	\$514	\$590	\$666
Elementary	N/A	Grade Level Leader	Grade Lvl Ldr/Spec Ed Team Ldr/Specials			0	0.398	\$2,378	\$2,730	\$3,082
Elementary	N/A	Student Council	Advisor			0	0.173	\$1,034	\$1,187	\$1,340
Elementary	N/A	Vocal Music	Director			0	0.381	\$2,276	\$2,613	\$2,951
High School	N/A	Acad. Team Comp.	Advisor			0	0.277	\$1,655	\$1,900	\$2,145
High School	N/A	All Areas	Department Head			0	0.477	\$2,850	\$3,272	\$3,694
High School	N/A	Art Club	Advisor			0	0.207	\$1,237	\$1,420	\$1,603
High School	N/A	Band	Director			0	1.000	\$5,974	\$6,859	\$7,744
High School	N/A	Band	Assistant Director (3)			0	0.589	\$3,519	\$4,040	\$4,561
High School	N/A	Band	Assistant Director - Summer			0	0.190	\$1,135	\$1,303	\$1,471
High School	N/A	Drama Club	Advisor			0	0.243	\$1,452	\$1,667	\$1,882
High School	N/A	Fall Play	HS Fall Play			0	0.243	\$1,452	\$1,667	\$1,882
High School	N/A	Flag Corps	Flag Corps			0	0.589	\$3,519	\$4,040	\$4,561
High School	N/A	Inter. Language Club	Advisor			0	0.207	\$1,237	\$1,420	\$1,603
High School	N/A	Jass Choir	Director			0	0.381	\$2,276	\$2,613	\$2,951
High School	N/A	JCOWA	Advisor			0	0.243	\$1,452	\$1,667	\$1,882
High School	N/A	Junior Class	Advisor			0	0.381	\$2,276	\$2,613	\$2,951
High School	N/A	Mock Trial	Advisor			0	0.277	\$1,655	\$1,900	\$2,145
High School	N/A	Muse Machine	Advisor			0	0.433	\$2,587	\$2,970	\$3,353
High School	N/A	Music Percussion	Director			0	0.650	\$3,883	\$4,458	\$5,034

High School	N/A	Musical	Director (2)	0	0.312	\$1,864	\$2,140	\$2,416
High School	N/A	National Honor Society	Advisor	0	0.277	\$1,655	\$1,900	\$2,145
High School	N/A	Newspaper	Advisor	0	0.312	\$1,864	\$2,140	\$2,416
High School	N/A	Panther Express	Advisor (Marketing/Entrepreneur Teacher)	0	0.288	\$1,709	\$1,962	\$2,215
High School	N/A	Pep Band	Director	0	0.078	\$466	\$535	\$604
High School	N/A	Pride Committee	Advisor	0	0.207	\$1,237	\$1,420	\$1,603
High School	N/A	SADD	Advisor	0	0.433	\$2,587	\$2,970	\$3,353
High School	N/A	Senior Class	Advisor	0	0.400	\$2,390	\$2,744	\$3,098
High School	N/A	Student Council	Advisor	0	0.433	\$2,587	\$2,970	\$3,353
High School	N/A	Teen Counselor	Advisor	0	0.277	\$1,655	\$1,900	\$2,145
High School	N/A	Video Journalism	Advisor	0	0.312	\$1,864	\$2,140	\$2,416
High School	N/A	Videographer	Videographer	0	0.336	\$2,007	\$2,305	\$2,602
High School	N/A	Vocal Music	Director	0	0.650	\$3,883	\$4,458	\$5,034
High School	N/A	Vocal Music	Assistant Director	0	0.190	\$1,135	\$1,303	\$1,471
High School	N/A	Winterguard	Director	0	0.650	\$3,883	\$4,458	\$5,034
High School	N/A	Yearbook	Advisor	0	0.425	\$2,539	\$2,915	\$3,291
Junior High	N/A	Band	Director	0	0.589	\$3,519	\$4,040	\$4,561
Junior High	N/A	Band	Assistant Director	0	0.381	\$2,276	\$2,613	\$2,951
Junior High	N/A	Eighth Grade Trip	Advisor	0	Flat	\$600	\$600	\$600
Junior High	N/A	Eighth Grade Trip	Chaperone	0	0.086	\$514	\$590	\$666
Junior High	N/A	Little Theatre	Jr. High Little Theatre	0	0.243	\$1,452	\$1,667	\$1,882
Junior High	N/A	National Honor Society	Advisor	0	0.243	\$1,452	\$1,667	\$1,882
Junior High	N/A	Newspaper	Advisor	0	0.312	\$1,864	\$2,140	\$2,416
Junior High	N/A	SADD	Advisor	0	0.173	\$1,034	\$1,187	\$1,340
Junior High	N/A	Show Choir	Director	0	0.381	\$2,276	\$2,613	\$2,951
Junior High	N/A	Spelling Bee	Advisor	0	0.043	\$257	\$295	\$333
Junior High	N/A	Student Council	Advisor	0	0.312	\$1,864	\$2,140	\$2,416
Junior High	N/A	Team Leader	Team Leader	0	0.477	\$2,850	\$3,272	\$3,694
Junior High	N/A	Vocal Music	Director	0	0.589	\$3,519	\$4,040	\$4,561
Junior High	N/A	Vocal Music	Assistant Director	0	0.190	\$1,135	\$1,303	\$1,471
Junior High	N/A	Winterguard	Director	0	0.243	\$1,452	\$1,667	\$1,882
Junior High	N/A	Yearbook	Advisor	0	0.312	\$1,864	\$2,140	\$2,416
SI	N/A	Team Leader	Team Leader	0	0.477	\$2,850	\$3,272	\$3,694
SI	N/A	Instrumental Music	Director	0	0.589	\$3,519	\$4,040	\$4,561
SI	N/A	Student Council	Advisor	0	0.312	\$1,864	\$2,140	\$2,416
SI	N/A	Vocal Music	Director	0	0.589	\$3,519	\$4,040	\$4,561

FY24		ATHLETIC SUPPLEMENTAL PAY SCALE		** NOT PART OF SEA CONTRACT		
School District Base		Factor	0-4 Years	5-9 Years	10-15 Years	16 + years
BASE	44253		0.81	1.05	1.10	1.15
Athletic Activity Manager Seasonal		0.042	1505	1952	2044	2137
Weight Room Attendent		0.065	2330	3020	3164	3308
Basketball - Head Varsity Coach (B & G)		0.176	6309	8178	8567	8957
Basketball - Asst. Coach (B & G)		0.103	3692	4786	5014	5242
Basektball - JV Coach (B & G)		0.105	3764	4879	5111	5344
Basketball - Freshman Coach (B & G)		0.103	3692	4786	5014	5242
Baseball - Head Varsity Coach		0.13	4660	6041	6328	6616
Baseball - Assistant Coach		0.08	2868	3717	3894	4071
Baseball - JV Coach		0.072	2581	3346	3505	3664
Baseball - Freshman Coach		0.065	2330	3020	3164	3308
Bowling - Head Varsity Coach (B & G)		0.09	3226	4182	4381	4580
Bowling - Asst Varsity Coach (B & G)		0.058	2079	2695	2823	2952
Cheerleading - Head Varsity Coach (F & W)		0.065	2330	3020	3164	3308
Cheerleading - Asst Coach (F & W)		0.044	1577	2044	2142	2239
Cheerleading - Head Freshman Coach (F & W)		0.043	1541	1998	2093	2188
Comp Cheerleading - Varsity Advisor		0.07	2509	3253	3407	3562
Comp Cheerleading - Asst Advisor		0.044	1577	2044	2142	2239
Cross Country - Head Varsity Coach		0.1	3584	4647	4868	5089
Cross Country - Asst Coach		0.072	2581	3346	3505	3664
Diving - Coach		0.05	1792	2323	2434	2545
Football - Head Varsity Coach		0.186	6667	8643	9054	9466
Football - Asst Varsity Coach		0.12	4301	5576	5841	6107
Football - Head Freshman Coach		0.1	3584	4647	4868	5089
Football - Asst Freshman Coach		0.088	3154	4089	4284	4478
Golf - Varsity Golf Coach (B & G)		0.095	3405	4414	4624	4835
Golf - Asst Golf Coach (B & G)		0.057	2043	2649	2775	2901
Hockey - Head Coach		0.1	3584	4647	4868	5089
Hockey - Asst Coach		0.072	2581	3346	3505	3664
Hockey - Head JV Coach		0.072	2581	3346	3505	3664
Soccer - Head Varsity Coach (B & G)		0.135	4839	6273	6572	6870
Soccer - Head JV Coach (B & G)		0.09	3226	4182	4381	4580
Soccer - Asst Varsity Coach (B & G)		0.08	2868	3717	3894	4071
Softball - Head Varsity Coach		0.13	4660	6041	6328	6616
Softball - JV Coach		0.072	2581	3346	3505	3664
Softball - Assistant Coach		0.074	2653	3438	3602	3766
Swimming - Head Varsity Coach		0.1	3584	4647	4868	5089
Swimming - Assistant Coach		0.072	2581	3346	3505	3664
Tennis - Head Varsity Coach (B & G)		0.095	3405	4414	4624	4835
Tennis - Asst Varsity Coach (B & G)		0.0586	2101	2723	2853	2982
Tennis - Freshman Coach Girls		0.0586	2101	2723	2853	2982
Track - Head Varsity Coach (B & G)		0.12	4301	5576	5841	6107
Track - Asst Coach (B & G)		0.072	2581	3346	3505	3664
Volleyball - Head Varsity Coach		0.13	4660	6041	6328	6616
Volleyball - Asst Varsity Coach		0.08	2868	3717	3894	4071
Volleyball - JV Head Coach		0.072	2581	3346	3505	3664
Volleyball - Head Freshman Coach		0.065	2330	3020	3164	3308
Wrestling - Head Varsity Coach		0.13	4660	6041	6328	6616
Wrestling - Head JV Coach		0.088	3154	4089	4284	4478
Wrestling - Assistant		0.084	3011	3903	4089	4275
Springboro JH						
Athletic Activity Manager		0.145	5198	6738	7058	7379
Basketball - Head 8th Grade Coach (B & G)		0.075	2688	3485	3651	3817
Basektball - Head 7th Grade Coach (B & G)		0.075	2688	3485	3651	3817
Cheerleading - Head Coach (F & W)		0.053	1900	2463	2580	2697
Cheerleading - Asst Coach (F & W)		0.042	1505	1952	2044	2137
Comp Cheerleading Coach- 8th Grade		0.042	1505	1952	2044	2137
Comp Cheerleading Coach - 7th Grade		0.042	1505	1952	2044	2137
Cross Country - Head Coach		0.072	2581	3346	3505	3664
Cross Country - Asst Coach		0.052	1864	2416	2531	2646
Football - Head 8th Grade Coach		0.076	2724	3531	3700	3868
Football - Head 7th Grade Coach		0.076	2724	3531	3700	3868
Football - Asst 8th Grade Coach		0.062	2222	2881	3018	3155
Football - Asst 7th Grade Coach		0.062	2222	2881	3018	3155
Track - Head Coach (B & G)		0.074	2653	3438	3602	3766
Track - Asst Coach (B & G)		0.0586	2101	2723	2853	2982
Volleyball - Head 8th Grade Coach		0.068	2437	3160	3310	3461
Volleyball - Head 7th Grade Coach		0.068	2437	3160	3310	3461
Wrestling - Head Coach		0.068	2437	3160	3310	3461
Wrestling - Asst Coach		0.062	2222	2881	3018	3155

APPENDIX F - SPRINGBORO COMMUNITY CITY SCHOOL DISTRICT
OFF-CYCLE OBSERVATION REPORT

This form shall be used for those teachers who have received either an accomplished rating or a skilled rating and are on the "off-cycle" for purposes of a formal evaluation. This form shall be completed after the evaluator has conducted a thirty (30) minute observation and provided to the teacher at the post-observation conference.

FOCUS OF OBSERVATION

Based on reflection of previous evaluation:

DATE OF OBSERVATION: _____

OBSERVATION CHECKLIST

Check all areas listed below that were DIRECTLY observed during the observation.

Classroom Environment

- _____ Routines and procedures run smoothly
- _____ Students assume age appropriate levels of responsibility
- _____ Lesson transitions are efficient: whole class, small group, cooperative learning, and independent work

- _____ Engages in two-way communication
- _____ Classroom management is responsive to individual student needs
- _____ Positive classroom culture is evident
- _____ Notices when students are not engaged
- _____ Applies consequences for lack of adherence to rules and procedures

Lesson Delivery

- _____ Provides clear learning goals for each lesson
- _____ Employs measurable goals for student achievement during lesson
- _____ Explanations are clear and accurate
- _____ Employs effective, purposeful questioning techniques during instruction
- _____ Lesson is a balance between teacher-directed instruction and student-led learning

_____ Lesson supports the individual needs of students using a variety of strategies, materials, technologies, pacing

Content Knowledge

_____ Demonstrates content knowledge by re-explaining topics using a variety of learning styles

_____ Makes clear connections to student's prior knowledge

_____ Makes connections to real-world experiences and other disciplines

_____ Plans and sequences instruction to include key content, concepts, and processes aligned to state standards and district curricular priorities

Differentiation

_____ Understanding students' interests and background

_____ Communicating high expectations for students of all abilities

_____ Matches strategies, materials, and/or pacing to students' individual needs to make learning challenging for all

DATE OF POST-OBSERVATION CONFERENCE: _____

_____ **EVALUATOR POST CONFERENCE COMMENTS:** _____

_____ **TEACHER POST-CONFERENCE COMMENTS:** _____

Evaluator's signature _____

Date

Teacher's signature _____

Date

0120255.0643298 4846-3414-1023v16

Appendix G



Professional Performance Improvement Plan *Confidential*

TO:
FROM:
DATE:

*The purpose of this Professional Performance Improvement Plan is to define area(s) of concern, gaps in your work performance, reiterate **Springboro City School's** expectations, and allow you the opportunity to demonstrate improvement and commitment.*

Areas of Concern:

Observations, Previous Discussions or Counseling:

Step 1: Administrative Directives: These directives, which are related to areas of concern to be improved, will be followed without fail:

1.	Teacher will not
2.	Teacher will
3.	Teacher will
4.	Teacher will
5.	Teacher will
6.	Teacher will

Step 2: Personal Professional Goals/Areas to Improve: (to be completed by teacher)

**Can be an attached document.*

Goal #	Area of Focus/Behavior to Change	How to Accomplish	Start Date	Projected Completion Date

Step 3: Resources: Listed below are resources available to you to complete your Improvement Plan:

1.	
2.	
3.	
4.	
5.	
6.	
7.	

Step 4: Expectations: The following performance standards must be accomplished to demonstrate progress towards achievement of each Improvement Area:

1.	
2.	
3.	

Step 5 Progress Checkpoints: The following schedule will be used to evaluate your progress in meeting your Improvement activities.

Who/What :	Checkpoint Date	Type of Follow-up (memo/call/meeting)	Progress Expected	Notes

Timeline for Improvement, Consequences & Expectations:

Effective immediately, you are placed on a ()-school day Professional Performance Improvement Plan. During this time you will be expected to make regular progress on the plan outlined above. Failure to meet or exceed these expectations, or any display of gross misconduct will result in further disciplinary action, up to and including termination. Furthermore, failure to maintain performance expectations after the completion of the Professional Performance Improvement Plan may result in additional disciplinary action up to and including termination.

Should you have questions or concerns regarding the content, you will be expected to follow up directly with me.

We will meet again as noted above to discuss your Professional Performance Improvement Plan. Additionally, this plan will be reviewed and modified if necessary in _____ in order to ensure that teacher performance is aligned to district expectations for school year _____.

Signatures:

Print Employee Name: _____

Employee Signature: _____

Date: _____

District Administrator Name: _____

District Administrator Signature: _____

Date: _____

APPENDIX H – OTES IMPRVEMENT PLAN

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/
Subject: _____

School year: _____ Building: _____

Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- The Improvement Plan should continue for time specified: _____.
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.