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Negotiated Agreement

Sidney City Schools

Effective
August 1, 2011 - July 31, 2015

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ARTICLE 1: RECOGNITION

- A. The Sidney City Board of Education hereinafter referred to as the "Board" recognizes the Sidney Education Association (SEA), hereinafter referred to as the "Association," as the sole and exclusive representative for full-time and part-time certified/licensed staff employed by the Board under a regular teaching contract. All certified/licensed staff positions shall hereinafter be referred to as "staff member" during the term of this agreement. Any substitute working in one specific position for more than sixty (60) days is eligible to be in the bargaining unit.
1. The Board and the Association have the same aim, namely, to provide the best possible education for the children and youth of this community. Relationships must be established which will allow the two groups to consider matters of mutual concern as a joint responsibility. Therefore, procedures should be adopted which provide an orderly method for the Board and the Association to reach mutually satisfactory agreements.
 2. The Association and the Board have the shared responsibility of providing the best possible education in the classroom.
 3. It is recognized that teaching is a profession requiring the possession of specialized educational qualifications.
- B. The Board recognizes the Association, affiliated with the Ohio Education Association (OEA) and with the National Education Association (NEA), as the agency through which the staff members of the District develop and present their considered opinion on matters of concern to them.
- C. Definitions:
1. Day: "days" in the Negotiations Agreement shall refer to actual contracted work days of the staff member, except during the Summer Break when "days" shall refer to calendar days exclusive of weekends and holidays.
 2. Unified Arts shall include Art, Music, Physical Education, Industrial Arts, Technology Education, Health, and Family and Consumer Science.

ARTICLE 2: ASSOCIATION RIGHTS / MANAGEMENT RIGHTS

A. Association Rights

The Association shall have the right to the following:

1. Use of Facilities and Equipment: Use of the school facilities for Association business that does not conflict with previously set teacher meetings or other building events. The Association may have access for use of Board-owned equipment. Any use of facilities must be approved by a District administrator for availability. Any use of equipment must be approved by a building administrator for availability.
2. The Association shall be entitled to conduct sixty (60) minutes for Association business on the first staff member work day of the contract year.
3. Use of a bulletin board for Association purposes in each building, teacher mailboxes, intra-school mail, e-mail, voice-mail and Internet access. Any computer use by a staff member shall be governed by the District's acceptable use policy. Use of PA system must be approved by a building administrator.
4. Association Release Time

The Board will release designated Association Representatives from duty for purposes of workshops, seminars, conferences, and other business of the Association.

- a. Association leave is limited to twenty-five (25) days per year. It shall be the responsibility of the President to notify the appropriate administrator at least five (5) working days prior to the request unless in the case of an emergency.
 - b. Association leave must be used in increments of one-half (1/2) day or more at any one time.
 - c. If a member of the Association is elected to an office within WOE, OEA or NEA, six (6) additional days shall be granted.
5. The Board will notify the Association President and Vice-President of all Board meetings via home and school email no less than twenty-four hours prior to Board meetings. The Association President and Vice-President shall receive an agenda and may attend all such meetings.
 6. The Association President or Vice-President shall receive a copy of the official minutes by picking them up at the Treasurer's office no earlier than seven (7) working days following such official Board meetings where the Minutes are formally approved.

B. Management Rights

1. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities to operate and manage the school district. These rights include the ability to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure: direct, supervise, evaluate, or hire employees; to maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force: determine the overall mission of the employer as a unit of government: effectively manage the work force; to take actions to carry out the mission of the public employer as a governmental unit. The exercise of these powers, rights, authority, duties and responsibility by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract.
2. The Board encourages eligible staff members to gain the personal and professional benefits accruing from membership in local, state, and national professional organizations for education.

ARTICLE 3: NEGOTIATIONS PROCESS

A. Procedures

1. The Negotiations Committee shall be responsible for representing the Association in all negotiations with the Board or its official representatives. Representation shall be limited to five (5) representatives each of the Board and the Association. One representative of each committee shall be designated chairman or chief spokesman.
2. The Board and the Superintendent agree to furnish the Association, upon request, all available information concerning financial resources of the district to assist the Association in helping the Board develop intelligent, accurate and constructive policies on behalf of the students, the community and the teachers. The Association and the Board will exchange estimates of financial resources of the district.
3. In the event the parties should choose to use a collaborative bargaining method, such as IBB, the parties will make a mutual decision by December 1 of the last year of the contract.
4. All parties will negotiate in "good faith." Good faith involves coming to the negotiating table with the intention of negotiating. Good faith requires that the parties be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party that finds the proposal unacceptable is obligated to give its reasons and offer counterproposals. Good faith requires all parties to recognize negotiations as a shared process.
5. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the Association's negotiating team.
6. Negotiations between the parties on a successor agreement shall begin not earlier than 120 days and not less than 90 days prior to the expiration of the contract term. If both parties agree, additional issues may be presented and negotiated at different times.
7. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
8. There shall be five (5) signed copies of any final agreement. Two (2) copies shall be given to the Board and three (3) to the Association, one of which will be submitted to SERB. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the agreement is signed and presented to all bargaining unit members now employed or hereafter employed by the Board. In addition, the Board shall provide the Association fifty (50) copies of the agreement without charge to the Association.
9. All meetings will be held in executive session.

10. While negotiations are in progress:
 - a. Relevant data and support information, proposals, and counter proposals will be presented.
 - b. Consultants may be used by either party as deemed necessary.
 - c. Any information given to news media will be approved in writing by both parties.
 - d. The chairman of either party may recess his party for independent caucus at any time for a period of no more than 45 minutes unless mutually agreed otherwise.
 - e. Recording devices will not be permitted.
11. The first meeting to exchange proposals between the Association's Negotiating Team and the Board's negotiating team shall be set by mutual agreement of the chief negotiators.
12. Agreement:
 - a. Any time prior to the use of mediation (which follows) when agreement is reached, it shall be reduced to writing, signed by the appropriate officials, and presented to the Board by the Superintendent and to the members of the Association by its President.
 - b. Adoption of the aforesaid agreements shall be accomplished upon ratification by the membership of the Association and then approved by the Board.

B. Mediation

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to resolved negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached.
4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
5. The mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE 4: COMPLETE AGREEMENT CLAUSE

- A. The parties acknowledge that during negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.
- B. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein, shall not be binding upon the parties to this agreement.
- C. This agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this agreement. Such amendment(s) may be changed only by a subsequent amendment properly signed and ratified by each party.

ARTICLE 5: MAINTENANCE OF STANDARDS

During the duration of this Agreement, the Association shall maintain all terms, conditions and benefits of this Negotiated Agreement.

ARTICLE 6: GRIEVANCE PROCEDURE

A. Definition of Terms

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of the language of this negotiated agreement.
2. The "purpose" of the grievance procedure is to secure, at the lowest level, acceptable solutions to grievances.
3. A "grievant" shall be defined as a staff member or group of staff members or the Association who allege to have a grievance.
4. Except as otherwise noted, "days" in the contract shall refer to actual working school days, except during the Summer Break when "days" shall refer to the calendar days exclusive of weekends and holidays.
5. An "appropriate administrator" shall be defined as the administrator in which the filed grievance was submitted to that has the authority to grant the relief sought.
6. A "group grievance" shall be a grievance affecting more than one staff member and shall be filed identifying each staff member by name.

B. General Practices

1. Should a group grievance be filed, a minimum of thirty percent (30%), not to exceed ten (10) staff members shall be permitted to be present for all steps of the grievance procedure and attend any meetings or hearings conducted for the resolution of the grievance if they so choose. A decision on such grievances applies to all staff members in the group and each shall be given a copy of the decision unless resolved at Step 1. A staff member may withdraw from a group grievance, in writing, any time before a decision is rendered. However, the staff member then waives any right to initiate the same grievance.
2. In the event there is no individual member of the Association entitled to claim a grievance, the grievance may be brought by the Association.
3. Times indicated in each step shall be the maximum but may be extended by mutual agreement.
4. A grievance shall not be made a part of the grievant's personnel file.
5. Grievances shall be initiated with the "appropriate administrator."

C. Processing Grievances

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

2. Each staff member shall have the right to representation at each step of the grievance procedure. Staff members have the right at any time to cease a meeting until representation is attained.
3. A grievance may be withdrawn without prejudice by the grievant at any time.
4. All grievance and arbitration hearings shall be conducted in closed session.
5. A copy of all documents, communications, or records pertinent to resolution of the grievance shall, upon request, be furnished to the grievant and the employer. The requester shall bear the costs of reproducing such materials in excess of twenty-five (25) pages.
6. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the employer to comply with the timelines shall allow the grievant to proceed to the next step.
7. All grievance hearings may be held during the school day if mutually agreed upon.
8. An officer of the Association and/or building representative may be released from his/her regularly assigned duties to investigate a grievance and/or attend all grievance steps per Article 6, Section (D).

D. Grievance Procedure

1. Step One (Informal Complaint Procedure)

Prior to the filing of a written (Appendix A) formal grievance, the staff member shall first request an informal discussion with the appropriate administrator to attempt to resolve the complaint. Such request shall be made within ten (10) days of the alleged incident causing the staff member complaint. The ten (10) days shall be extended by one day for each day of absence by any of the participants.

- a. The staff member accompanied by an Association representative will meet with the appropriate administrator to discuss the complaint.
- b. The appropriate administrator will have three (3) days to respond verbally to the complaint.

2. Step Two (Formal Complaint Procedure)

- a. If the grievance is not resolved in Step 1, the staff member may file a formal written grievance within ten (10) days of the administrator's response.
- b. Within ten (10) days after the grievance is submitted, the appropriate administrator or designee will discuss the grievance with the grievant(s) involved and attempt to resolve it. Discussions at this step and any future steps shall be confined to the issues stated in the grievance and the relief sought. The grievant(s) may be accompanied at such meeting by a representative of the Association. The appropriate administrator may be accompanied by another administrator at Step 2. The appropriate administrator will chair the hearing.

- c. Within four (4) days after this meeting, the appropriate administrator will state the decision in writing to the grievant and provide a copy to the Association president.
 - d. If the grievant(s) are not satisfied with the written response, the grievant(s) shall, within four (4) days of receipt of written response, notify the appropriate administrator to forward the grievance to the Superintendent. Upon receiving such notification, the appropriate administrator will forward the grievance within two (2) days.
3. Step Three (Superintendent Hearing)
- a. The Superintendent, in consultation with the grievant and Association representative, shall schedule and conduct a hearing within ten (10) days of receipt of the grievance. The grievant(s) may be accompanied by no more than two (2) of the following persons: SEA president, other Association member, or OEA representative. The Superintendent or the Superintendent's designated representative may be an outside consultant in the employ of the Board. At the Superintendent's discretion, the Superintendent may request the appropriate administrator and another administrator attend the hearing. Within seven (7) days after such hearing, the Superintendent, or the Superintendent's designated representative at such hearing shall notify the grievant in writing and provide a copy to the Association president of the decision in writing.
4. Step 4 (Arbitration)
- a. Any grievance not settled in Step 3 shall be subject to binding arbitration only at the election of the Association, provided notice of intent to arbitrate is given in writing by the requesting party within ten (10) days from the date of receipt of the decision in Step 3.

If arbitration is not requested at the end of Step 3 as above provided and within the time limits therein stated, it will be understood that the grievance shall be satisfied unless mutual written agreement provides for an extended timeline.
 - b. Within seven (7) days from the date of receipt of the arbitration request, the parties shall jointly request the American Arbitration Association (AAA) to submit a list of seven (7) impartial persons qualified to act as arbitrators. Should this or a subsequent list be unsatisfactory to either party, the rules and procedures of the AAA will be used in the selection of an arbitrator.
 - c. The arbitrator shall conduct a hearing, in conformance with the rules of the AAA, on the earliest date mutually satisfactory to all parties.
 - d. The arbitrator shall limit his/her findings strictly to the application and interpretation of the provisions of this agreement. He or she shall be limited in his or her review to the issue or issues submitted for the arbitration and he or she shall be without power or authority to make any decision:

- (i) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.
 - (ii) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
- e. The arbitrator shall issue his or her decision no later than thirty (30) calendar days from the date of the hearing. The decision shall be final and binding upon all parties. The decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusion.
- f. The Board shall implement the Arbitrator's decision within twenty (20) days of the receipt of the Arbitrator's award.
- g. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be shared equally by the Association and Board.

ARTICLE 7: IN-TERM BARGAINING

- A. Any action taken by the Board which impacts on wages, hours, terms and conditions of employment not already covered in the negotiated agreement will be subject to bargaining upon the Association filing a written request for bargaining with the Superintendent within twenty (20) days of such action by the Board.
- B. If bargaining is initiated as set forth above, the parties agree to bargain the issue(s) in good faith for a period of time not to exceed fifteen (15) days unless such time limitations is extended by mutual agreement.
- C. In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek mediation with the assistance of the Federal Mediation and Conciliation Services (FMCS) for a period not to exceed seven (7) days.

If there is no mutual agreement after the mediation period, either party may submit the issue(s) to the FMCS for a list of seven names. Upon receipt of the list of arbitrators, each party shall assign priority to all arbitrators on the list. The arbitrator having the highest priority assigned by both parties shall be selected. All other procedures relative to the hearing shall be according to the rules and regulations of FMCS.

- 1. The arbitrator shall conduct a hearing, in conformance with the rules of the FMCS, on the earliest date mutually satisfactory to all parties.
 - 2. The arbitrator shall limit his/her findings strictly to the application and interpretation of the provisions of this agreement. He or she shall be limited in his or her review to the issue or issues submitted for the arbitration and he or she shall be without power or authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
 - 3. The arbitrator shall issue his or her decision no later than thirty (30) calendar days from the date of the hearing. The decision shall be final and binding upon all parties. The decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusion.
 - 4. The Board shall implement the Arbitrator's decision within twenty (20) days of the receipt of the Arbitrator's award.
- D. Cost of the arbitrator and any FMCS related fees shall be shared equally.
 - E. In the event a grievance is appealed to arbitration, but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) and any other service fees or FMCS related fees shall be borne as follows:

1. Solely by the Association if the grievance is withdrawn.
2. Solely by the Board if the grievance is granted.
3. Shared equally by the Association and the Board if the grievance is settled by means of a compromise.

ARTICLE 8: LABOR MANAGEMENT COMMITTEE

- A. The Board and the Association, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communication program to effectively maintain stable labor-management relations and avoid controversies, do establish a joint study committee.
- B. The purpose of the committee is to discuss, explore, and study problems referred to it by the parties of this agreement. The committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been explored, discussed, and studied. It is recognized that recommendations growing out of these meetings are not binding.
- C. In order to have a frank and open discussion, the committee shall have no authority to change, delete, or modify any of the terms of the existing agreement, nor to settle grievances arising under the negotiated agreement. Topics that could lead to grievances may be discussed. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.
- D. The committee shall be composed of ten (10) members, five (5) representing the Association and five (5) representing the Board. The Board's representatives shall consist of the Superintendent, two (2) central office administrators, and two (2) building administrators, the President elect and four (4) other staff members of the Association President's choice. A representative of the Federal Mediation and Conciliation Service may be invited to attend and participate in committee meetings. Members may be replaced on an annual basis.
- E. Meeting times will be held at a mutually agreed upon time.
- F. The agenda shall be comprised of items submitted to the party responsible for the meeting. Items for the agenda shall be submitted to the responsible party not less than five (5) days prior to the scheduled meeting. The joint agenda shall be sent to all representatives not less than two (2) days prior to the scheduled meeting. Items can be submitted under "other" on the day of the meeting, but will be subject to discussion based on available time.
- G. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. Where mutually satisfactory decisions are not reached, the topic shall be cancelled, reverting to its proper place in the labor management relationship - for instance, grievance procedure, negotiations, etc.
- H. Responsibility for chairing the meeting, taking minutes of the meeting, and distributing the minutes of the meeting shall be alternated between the Association President and the Superintendent. Minutes of the agenda shall be distributed to all Board members, teachers, and administrators within ten (10) days after the meeting has been held. The first meeting shall be chaired by a professional, jointly chosen, who has expertise in labor management committees.
- I. Meetings will be held on a monthly basis from September through June, and will be on an as-needed basis over the summer months.
- J. Meetings may be waived upon mutual agreement, and in the event a regular member of the committee is unable to attend due to illness, he/she may be replaced with a substitute.

ARTICLE 9: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Sidney City Schools will establish a Local Professional Development Committee (LPDC) to oversee and review the Individual Professional Development Plans (IPDP) of each certificated/licensed staff member in the district. The LPDC will have the authority to establish and modify all rules, procedures and forms related to the functions of the committee and any subcommittees. In addition, the LPDC will have the authority to approve or reject the IPDP for upgrading and renewing certificates and for transition to and then renewal of a license.

- A. The LPDC will consist of sixteen (16) persons, twelve (12) teachers and four (4) administrators. The Association President, per Ohio Law, will attempt to appoint teachers broadly representative of the teaching staff. The Superintendent shall appoint administrators.
- B. The term of service for each of the members of this committee shall be three years. The Association President and the Superintendent will have the option of selecting new members or appointing existing members by October 1 of each school year. Term expirations shall be staggered to ensure continuity. The committee may appoint sub-committees as it deems necessary.
- C. The LPDC shall have co-chairpersons to guide the work of this committee. The Association and the Superintendent will each select a chairperson.
- D. The Association and the Superintendent will establish training opportunities for members of the LPDC.
- E. Members of this committee will be compensated twenty-five dollars (\$24.31) per hour for any training or committee meeting, approved by the committee, which occurs outside his/her contract day or work year. In emergency situations, the co-chairs can approve a meeting. Compensation is to be paid to committee members quarterly. Members may choose to receive CEU credit in lieu of compensation.

ARTICLE 10: MASTER TEACHER COMMITTEE

- A. A Master Teacher Committee (MTC) shall be established for the purpose of designating teachers in the district as Master Teachers.
1. The MTC shall be a subcommittee of the LPDC committee and be compensated in the same manner.
 2. The MRC shall be comprised of five (5) members. Three (3) members shall be bargaining unit members designated by the Association's Executive Committee. Two (2) members shall be administrators to be determined by the Board.
 - a. The term of office for the MTC members shall be two (2) years, with no more than two (2) members of the committee to be replaced in any given year.
 - b. In the event of an in-term vacancy or removal, the committee member will be replaced by the appropriate appointing party.
 3. The MTC will meet as necessary to:
 - a. Develop its standards, operating procedures, by-laws, appeals, process, and forms; to review materials from the ODE and other governing bodies, to review applications and to complete all necessary paperwork to be in compliance with the Ohio Department of Education guidelines. The results of the appeals process will not be subject to the grievance process as outlined in the agreement.
 - b. The MTC shall provide information to bargaining unit members. The MTC may provide education to bargaining unit members but only during the contracted workday.
- B. Master Teacher Designation Definition: A Master Teacher demonstrates excellence inside and outside the classroom through consistent leadership and focuses collaboration to maximize student learning. The Master Teacher strives for distinguished teaching and continued professional growth as specified by **The Ohio Educators Standards Board for the Teaching Profession**.
- C. The application process to be designated as a Master Teacher will be strictly voluntary. An applicant who has completed a credible application but who is not successful and is not designated a Master Teacher will not suffer any negative consequence from his or her appraisal. There will be no adverse impact on the bargaining unit member's evaluation or any other employment matter as established in the Agreement.
- D. In accordance with the guidelines of the Ohio Department of Education, to file an application to be a Master Teacher, a bargaining unit member must:
1. Hold a valid professional license or certificate.
 2. Have taught a minimum of seven (7) years.

3. Work a minimum of one hundred twenty (120) contract days during the school year.
 4. Work under a teaching contract/employed as a teacher.
- E. The application process for Master Teacher is eligible for CEU's through the LPDC in accordance with the applicable LPDC Guidelines.

ARTICLE 11: STAFF DEVELOPMENT

The Local Professional Development Committee (LPDC) will have the authority to establish and modify the guidelines for earning staff development credit.

- A. Two days (12 hours) of staff development credit must be earned each year by all certified/licensed staff members on the Salary Schedule who are scheduled to work on the in-service days designated on the school calendar.
- B. When the teaching calendar is at 185 days, staff members who do not achieve at least 12 hours of staff development credit will have their salary reduced proportionally. The following formula shall be used to calculate these deductions:

The current salary (excluding supplemental or extended days) divided by the staff member's contract days divided by six (6) for each hour or partial hour under twelve (12).

- C. When the teaching calendar has been reduced to 183 days, all certified/licensed staff members on the Salary Schedule are still expected to complete two days (12 hours) of staff development credit each year, but staff members who do not achieve at least 12 hours of staff development credit will not have their salary reduced.

ARTICLE 12: TEACHER CONTRACTS

A. Sequence of Contracts

Upon employment, staff members will be granted:

1. One (1) year limited contracts for two (2) consecutive years
2. A single two (2) year contract
3. Three (3) year contracts thereafter

B. Eligibility for Continuing Contract

1. Staff members with a certificate/license and a masters degree are eligible to apply for a continuing contract after their third year of teaching in the Sidney City Schools.
2. Staff members must apply by September 1st of the school year in which they wish to be considered for a continuing contract. A written letter of application shall be submitted to the Superintendent.
3. Staff members with a continuing contract previously granted in another Ohio school district may apply for a continuing contract in accordance with Article 11, Section B (1) (2).

C. Contracts for Auxiliary Service Teachers

1. Auxiliary Service Teachers will receive limited one-year teaching contracts regardless of prior years of service or prior continuing contract status. This provision is in effect for any newly hired auxiliary service teacher hired for the 2002-2003 school year and thereafter.
2. These teachers will not be entitled to more than one-year limited teaching contract under any circumstances.
3. These limited contracts will automatically be non-renewed at the conclusion of the contract year.
4. The terms of this agreement for the re-employment of auxiliary service teachers supersede Sections 3319.11, 3319.111, 3317.14, and 124.39 of the Ohio Revised Code and any other statutory law in conflict with these provisions.

D. Contracts of Retired Teachers

Staff members who have retired under the State Teachers Retirement System (STRS) may be hired by the Board under the following conditions:

1. These teachers will receive limited one-year teaching contracts regardless of prior years of service or prior continuing contract status.
2. These teachers will not be entitled to more than a one-year limited teaching contract under any circumstances.

3. Contracts for retired rehired staff members will begin and remain at Step 0 of the salary schedule, regardless of their previous years of service or their subsequent years of service in the district. Additionally, these staff members will only be recognized up to Masters level on the salary schedule for compensation.
4. These limited contracts will automatically be non-renewed at the conclusion of the contract year.
5. The terms of this agreement for the re-employment of retirees supersede Sections 3319.11, 3319.111, 3317.14, and 124.39 of the Ohio Revised Code and any other statutory law in conflict with these provisions.
6. The Board shall indemnify and save the Association and its affiliate organizations, SEA officers, and individual SEA members harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board, its officers or its employees for the purpose of complying with any of the provisions contained in the agreement relating to the employment of teachers who have retired under STRS.

ARTICLE 13: CONTRACT DAY

The starting and dismissal times for students may vary from building to building provided. However, the length of the contracted day does not exceed seven and one half (7-1/2) hours.

Every attempt will be made to conduct faculty meetings within the contract day.

ARTICLE 14: WORK YEAR

- A. The work year for staff members shall consist of not more than one hundred eighty-five (185) days, two (2) days of which shall be for in-service, two (2) days for parent/teacher conferences, and three (3) days for record keeping and/or related work.
 - 1. For the length of this negotiated agreement, furlough days have been assigned to replace the two required in-service days, thereby reducing the calendar year to one hundred eighty-three (183) days. Furlough days will be unpaid days reflecting the teacher's per diem rate.
 - 2. At any time during this contract, the Board may elect to reinstate the two (2) in-service days with pay.
- B. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays. Saturdays and holidays may be scheduled, but would be a subject for bargaining with the Association.
- C. The official closing of schools by the Superintendent or designee on account of hazardous weather, utility failure, or other circumstances of a temporary nature, not including strikes, shall not result in loss of pay.
- D. Any staff member who is on sick or personal leave when schools are closed due to hazardous weather, utility failure, or other circumstances of a temporary nature, not including strikes, shall receive the same pay as if school had been in session on such days. No deduction from personal leave or days of accumulated sick leave shall be made for such days.
- E. The Superintendent shall furnish the Association with a proposed calendar in advance of the adoption of the calendar by the Board. Representatives of the Association shall meet with the Superintendent or his designee to discuss Association recommendations for the school calendar. Make-up school days as required by ORC shall be established only after consultation with the Association.

ARTICLE 15: SHARED STAFFING

Job sharing shall refer to two staff member's sharing one full time position and having no other teaching responsibilities. By definition these staff member's shall be considered as half time employees.

- A. Job sharing may occur as a result of an annual request by staff member's indicating a desire to work under these provisions. The request shall include a waiver of any right under ORC to a reduced salary.
- B. Responsibilities of the two job shares would be divided and/or allocated according to a plan designed and mutually agreed to by the staff members and the building principal with final approval by the superintendent.
- C. Salary and benefits of these staff member's shall fall under the same provisions as all other half time employees.
- D. Both staff members involved will participate in all parent/teacher conferences together and shall participate in in-service activities. The staff members will also work together to cooperatively complete report cards and interim progress reports.
- E. Specific subject areas and content areas taught will be assigned by the principal after consultation with the teachers.
- F. Whenever possible the two staff members are expected to substitute for one another.
- G. When one or both staff members wish to discontinue job sharing, the teacher(s) shall resign or request a transfer to a position with Sidney City Schools and will then be considered for employment based on future openings for which they are certified.

ARTICLE 16: PERSONNEL RECORDS

A personnel file of all members of the instructional staff shall be maintained in the office of the superintendent. This shall be considered a confidential file and the only official file of recorded information of members of the instructional staff maintained by the administration. The confidentiality shall be maintained by restricting availability to the administrator directly related to the individual and the Superintendent.

Any file maintained by the Building Administrator on any member of the unit cannot be used as a basis for disciplinary action by the administration.

A member of the general public may review the official file of employees under the following conditions:

1. A written request must be submitted twenty-four (24) hours in advance. A copy of the request will be delivered to the employee the same day of the request, if possible.
2. The individual reviewing the file must submit proper identification and sign log giving name, address, and phone number.
3. The file must be reviewed in the presence of a designated administrator.
4. The individual shall make no alterations or additions to the records, nor remove any records.
5. The public may review the official file of employees except for the following:
 - a. Medical Records
 - b. Records pertaining to court proceedings
 - c. Trial preparation records
 - d. Confidential law enforcement investigation records
 - e. Pre-employment information
 - f. Records prohibited by state and federal law

When a principal or other administrator finds it necessary to make a notation in a staff member's file which reflects adversely upon a staff member's conduct, service, character, or personality, the principal shall afford the staff member an opportunity to read such notation prior to entry into the personnel file and provide a copy to the staff member. The staff member shall acknowledge that he has read such notation by affixing his signature on the actual document filed with the statement that such signature does not indicate his agreement with its contents. The staff member shall also have the right to answer such notation and the answer shall be attached to the file copy. The staff member may also elect to have a copy of his/her answer sent to parties who received a copy of the document in dispute.

Staff members shall be guaranteed the right to examine and review their personnel file. Prior arrangement for such examination shall be made with the Treasurer or the Superintendent. An Association representative may accompany the staff member.

Staff members may submit letters of merit which may be placed in his/her personnel file.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the notation or the Superintendent after three (3) years. At the time of removal, the staff member shall be notified and may be present to take the information being removed.

Anonymous letters or material shall not be placed in a staff member's file, nor shall they be made a matter of record.

A staff member shall be provided a copy of any material in his/her file at no cost.

If a staff member disputes the accuracy, timeliness, relevance, or completeness of documents in his or her file, he or she may request in writing that the board investigate the current status of the information. The Superintendent, on behalf of the board, will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the staff member of the results of the investigation and any plans it has to take action with respect to the disputed information. Any information that cannot be verified, or that is found to be inaccurate, shall be deleted from the file.

ARTICLE 17: TRANSFER AND ASSIGNMENT POLICY

A. Voluntary Transfer

1. Not later than June 1 of each year, the Superintendent will prepare and post a list of all known vacancies in teaching positions for the following school year. A "vacancy" shall be defined as an established, funded teaching position made vacant due to resignation, non-renewal, dismissal, transfer, and retirement, or death in the existing teaching staff; and in the judgment of the administration, the need to fill such teaching vacancy continues to exist. "Vacancy" shall also apply to any newly established, funded teaching position. Vacancies to be identified shall be those vacancies arising after reorganization of the existing staff based upon the anticipated needs for the following school year.
2. As vacancies arise between the first day of school and July 10, they shall be posted on the bulletin board of each school building for five (5) school days, and a copy of record shall be mailed to the president of the association or designee. Such notice shall contain level and type of teaching position, location of school if known, name of person to whom the written application is to be returned, and the factors to be considered in filling the vacancy. Such factors are, but not limited to, appropriate licensure, performance evaluation, ability, experience level, special skills, racial balance, training level, and extra duties. The parties agree that the judgment of the qualifications of applicants shall be exclusively vested in the administration. After June 1 the association president or designee will be notified in writing of all vacancies.
3. On an annual basis the Superintendent will disseminate a form requesting tentative information regarding change of assignments, transfers, and other pertinent personnel items for the upcoming school year. This form is for planning purposes only. Staff members will be required to formalize requests for retirement, resignation, transfer, etc. at the appropriate time.
4. The selection of staff member(s) to be transferred from among the eligible applicants shall be vested in the administration, and a list of those staff members shall be established by the superintendent. Regularly appointed staff members with at least three (3) years of service in the school district shall be placed on the transfer list in order of seniority. For this purpose, seniority shall be determined by the number of years of teaching service in the district. If the qualifications of the applicants are equal, preference shall be given the most senior staff member on the transfer list. In the case of tie, the date of Board action to employ shall determine seniority.
5. The parties recognize that some of the known vacancies will be filled by the assignment of staff members returning from leave or staff members being recalled from suspension as a result of a reduction in force program.
6. From time to time it may be necessary to relocate certain classes from one school location to another. The continued placement of a staff member with such a relocated class shall not be considered a transfer.

B. Assignments

1. Staff members may express their preference related to their teaching assignment for the following school year at their assigned building by submitting such preferences in writing to the building principal with a copy to the personnel director between March 15 and April 1. The Superintendent shall provide, upon request by the Association, the number of requests for transfer from each building in the system.
2. Staff members under contract during a school year will be notified in writing of their teaching assignments for the following school not later than the close of the current school year. Such notification shall include the staff member's school assignment. Any change in such assignment required by the needs of the school district will be made known to the staff member in writing as soon as possible.
3. Staff members shall not be involuntarily assigned outside the scope of their teaching certification, except in an emergency situation.

C. Involuntary Transfer

1. Whenever possible, transfers will be made on a voluntary basis. However, the parties recognize that proper and efficient operation of the school system will necessarily require that involuntary transfers be made. In making such transfers, the wishes of the teacher will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.
2. The staff members to be transferred shall be notified no less than three (3) days in advance of such a permanent transfer. The reasons for the transfer or change in assignment shall be provided in writing prior to the effective date of the transfer.

ARTICLE 18: REDUCTION-IN-FORCE

If it becomes necessary to reduce the teaching staff for any reason, including financial, except by non-renewal and normal attrition, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent and in the following manner:

- A. Procedures for determining the RIF list:
 - 1. A list shall be prepared of all staff members according to system wide seniority within all areas of licensure on file as of March 1. Teachers with continuing contract status and teachers with limited contract status shall be listed separately in each area of licensure. This list shall be maintained and updated on an annual basis and provided to the association no later than April 1 of each year.
 - 2. System-wide seniority will be defined as the length of continuous service as a licensed employee under regular contract in this district:
 - a. If two or more staff members have the same length of continuous service, seniority will be determined by the following:
 - (i) The date of the Board meeting at which the staff member was hired.
 - (ii) The date the staff members signed his/her initial employment contract in the district.
 - (iii) Any remaining ties will be broken by lot.
 - b. Military service in the time of national emergency or call to active duty in the armed services shall be credited as full-time in determining seniority when teaching is interrupted according to ORC 3319.14.
 - c. Other Board approved leaves will not interrupt seniority in total years of service but the year of leave will not be included in the total years of seniority.
 - d. Half-time staff members shall accrue a year of seniority by working the equivalent of one full year of service (i.e. 2 years at ½ time = 1 year on the seniority schedule).
- B. A formal list shall be prepared indicating the specific positions to be abolished. This list shall be prepared 30 days prior to implementation of RIF and posted in each building. An updated seniority list shall be provided, upon request of the Association, of all staff members at any time after January 1 of each school year.
- C. The reduction in force shall be accomplished by applying the following steps until all necessary reductions have been attained:
 - 1. No RIF shall occur until all staff members known to be leaving the district by reason of retirement, resignation, termination or non-renewal according to ORC 3319.11, have been removed from the seniority list.
 - 2. Non-renewal of limited contracts and termination of continuing contracts because of unsatisfactory performance shall occur separately from the implementation of a reduction in force.

3. Reduction shall be made by suspending contracts in the following order:
 - a. Staff members on limited contracts according to seniority and licensure.
 - b. Staff members with continuing contracts according to seniority and licensure.
4. A staff member whose contract is to be suspended as a result of reduction-in-force program shall be given verbal notice. The staff member shall be given subsequent written confirmation 30 days prior to the implementation of RIF.

D. Recall of Suspended Staff Members

Staff members whose contracts have been suspended as a result of a reduction-in-force program shall have the right to be recalled, if and when teaching positions become vacant or are created, as follows:

1. Staff members whose continuing contracts have been suspended shall have the right of restoration to continuing service status in accordance with ORC 3319.17.
2. Staff members whose limited contracts have been suspended shall have the right of recall within eighteen (18) months based upon their seniority and licensure. The staff member may keep his/her insurance program by paying the total cost on a monthly basis to the Board Treasurer.
3. Staff members who wish recall shall keep their current address and licensure on file with the Board Treasurer or designee. If a position becomes available, the Board Treasurer or designee shall give notice to all properly licensed staff members on the recall list. Said notice shall be by certified mail or by personal delivery acknowledged by the staff member.
4. Staff members shall have five (5) school days (or seven (7) calendar days when school is not in session) after receipt of notice of recall to accept, or forfeit any right of recall.

ARTICLE 19: EVALUATION PROCEDURE

Philosophy

Evaluations conducted under this Article shall be for the major purpose of assisting the staff member toward improved instruction and the continuance of acceptable instruction. The evaluation procedure is based on the belief that every individual is capable of continuous improvement. It is also understood, however, that evaluations can be the basis for any potential terminations of a staff member's contract, provided that the following procedures are conducted in a fair, reasonable, timely and objective manner.

- A. The evaluating administrator shall issue written notification to staff members who will be evaluated during the current school year no later than September 10. Staff members employed after September 10 shall be issued written notification within fifteen (15) days of their first work day. Staff members shall also be notified in writing of the administrator(s) responsible for their evaluations. Staff members will also be provided a copy of the specific criteria upon which they will be evaluated. The evaluating administrator will schedule a final conference with the staff member to discuss overall performance. The appraisal by the evaluating administrator and the staff member's reactions are recorded on the final conference form, which must be completed by April 10. The evaluating administrator and the staff member sign and date this form to signify that both have completed the evaluation process and both have witnessed the final summary, but have not necessarily concurred. The staff member receives one copy and a copy is to be filed in the administrative office personnel file.
- B. The minimum frequency of appraisal shall be as follows:
 1. Staff members new to the profession, new to Sidney, or with fewer than four (4) years experience in the teaching profession and on limited contracts will be evaluated yearly.
 2. Staff members on multi-year limited contracts with more than three (3) years experience in the Sidney City School District, will be evaluated in the final year of the multi-year limited contract.
 3. Staff members on continuing contract will be evaluated at least once every three years.
 4. Staff members who have retired under the State Teacher Retirement System and hired by the Board are required to be evaluated on an annual basis, even though they are on a limited one-year teaching contract, which will automatically non-renew at the conclusion of the year.
- C. Evaluation Process
 1. Pre-conference, observation, and post-conference will occur a minimum of two times before April 10. Staff members will be notified of the specific date(s) and time(s) of observation(s). In addition to these scheduled observations, an observer has the prerogative to enter the classroom unannounced.
 2. A post-conference shall take place between the staff member and the evaluating administrator within ten (10) school days after the observation. The written report must be given to the staff member within five (5) school days after the post-conference.

- D. Staff members with assignments in more than one building shall be assigned an evaluating administrator in the building in which the majority of instruction occurs by the Superintendent.
- E. If a staff member is not due for a formal appraisal, either the staff member or the evaluating administrator may require that a formal appraisal be made.
- F. The staff member or evaluating administrator may request another observer at anytime prior to the final observation for that year. The Superintendent shall have the discretion to assign an alternative evaluating administrator.
- G. When an evaluating administrator deems a staff member's performance to be unsatisfactory, the evaluating administrator shall notify such staff member of the deficiencies in writing. Such notification shall set forth the area(s) of unsatisfactory performance. Following such notification, the evaluating administrator and the staff member shall meet to establish specific, reasonable, written recommendations for an improvement plan. The administrator shall provide these recommendations to assist the staff member in correcting the deficiencies. The administrator will furnish the staff member with a definite reasonable time schedule for improvement. The staff member and evaluating administrator will work together to achieve desired growth. The staff member assumes the final responsibility for improvement.
- H. Classroom observations of a staff member shall be conducted openly with the observer visible to the staff member.
- I. No evaluation or report on an observation will be placed in the staff member's file or otherwise be acted upon without a prior conference with the staff member.
- J. All evaluations or reports on an observation must be dated and signed by the staff member. Such signature shall not necessarily indicate agreement with the evaluation or report.
- K. Staff members shall be permitted to affix comments within ten (10) days of receipt to any evaluation. Each staff member shall have the right to review the contents of his personnel file accompanied by an Association representative if desired.
- L. An observation shall last a minimum of thirty (30) consecutive and uninterrupted minutes.
- M. The staff member and the evaluating administrator shall be entitled to representation at the final conference.
- N. All timelines stated in this article shall be extended one(1) day for each day of absence of either the staff member or evaluating administrator.
- O. The procedures set forth in this Article shall supersede related procedures established in 3319.111 and 3319.11 O.R.C. for the evaluation of staff members and shall satisfy evaluation notifications as stipulated in 3319.11 O.R.C. This provision shall not apply to staff members who have retired under the State Teachers Retirement System and have been hired by the Board. Retired-Rehired staff members are on a limited one-year teaching contract that will automatically non-renew at the conclusion of the year.

ARTICLE 20: EMPLOYEE DISCIPLINARY PROCEDURE

- A. Discipline may be imposed on members of the bargaining unit for insubordination, neglect of duty, violation of administrative policies or directives adopted by the Board, falsification of sick leave or assault leave forms or for other just cause.

Except as otherwise noted, "days" in the contract shall refer to actual working school days, except during the Summer Break when "days" shall refer to the calendar days exclusive of weekends and holidays.

- B. Discipline includes termination, suspension without pay for up to three (3) work days, written reprimands and verbal reprimands.
- C. Suspension shall be recommended by the Superintendent. Before any such suspension is imposed the employee will be furnished with written notification of the proposed suspension, including the dates and reason. Only the Superintendent shall impose suspensions.
1. If requested in writing within three (3) contract days of the receipt of notification, the employee will be granted a hearing before the superintendent. At such a hearing, both parties will have the opportunity to present evidence. Each party may be represented by any representative of his/her choosing. An association representative will be present. Such hearing will be scheduled within ten (10) contract days from the receipt of request from the employee.
- D. Within five (5) contract days following the hearing, the Superintendent will provide the employee with a written review of the hearing and the determination and judgment thereon. If the suspension is upheld, the reason will be provided in writing.
- E. If any grievance is filed because of action taken under this section, the grievance will follow the procedure set forth in "Grievance Procedure, Step 2 (Formal complaint)," except in the case of suspensions, the grievance shall automatically go to step 3.
- F. If any grievance is filed in a suspension case, the suspension shall be held in abeyance until the arbitrator has submitted a decision. If the arbitrator upholds the suspension but the decision is received after the end of the school year, the employee's pay will be reduced by the length of the suspension.
- G. It is clearly understood that any verbal reprimand for an improper act will be given in private.
- H. A written reprimand for an improper act, signed and dated by the principal, shall be given to the teacher and a copy placed in the teacher's personnel file.
- I. When the Board affects the termination of an employee's contract, said termination shall be in keeping with the provisions of O.R.C. 3319.16.

ARTICLE 21: NON-RENEWAL

- A. If the Superintendent decides to recommend the non-renewal of a limited teacher's contract, the following procedures will be utilized.
1. The Superintendent will notify the staff member on or before April 30.
 2. The Board will act upon the Superintendent's recommendation on or before May 15, and will notify, said staff member within seven (7) days of the Board's action to non-renew.
 - a. Notice will be made to the staff member at such time as the notification is delivered to the U.S. Postal Service.
 - b. All correspondence shall be sent by certified mail or by personal delivery by a district administrator.
 - c. Staff members subject to the provisions of this article shall keep the Board informed of their current mailing address.
 3. Within ten days of receipt of notice of non-renewal, the member may demand from the Treasurer, a written statement of circumstances that led to the Board's action of non-renewal.
 4. The Treasurer must provide written statement of circumstances to the member within 10 days of receipt of demand.
 5. Within seven (7) days of receipt of the written statement of circumstances the affected bargaining unit member may request a hearing with the Board during which the member may show cause as to why the member's limited contract should be renewed.
 - a. The request of a hearing shall be filed with the district Treasurer; failure to request said hearing within seven (7) days shall be deemed a waiver of the bargaining unit member's right to appeal the Board's action.
 - b. The hearing will be held before the Board and shall be in executive session unless the parties mutually agree to a public hearing.
 - c. The parties to said hearing shall have the right to submit evidence, both oral and written, to support their respective positions.
 - d. Said hearing will be held within forty (40) days from the member's request for the hearing.
- B. Should a bargaining unit member believe that the Board has not substantially complied with the procedural requirements of this article, the member may request a review of the Board's compliance with procedures by an arbitrator. Said review will be accomplished under the "Streamlined Arbitration" procedures established by AAA.
1. The arbitrator's authority will solely be limited to a review of whether the Board and the administration have substantially complied with the provisions of this article.

2. Should the arbitrator determine that these procedures have not been substantially complied, the arbitrator may award an additional one-year limited contract.
 3. The arbitrator will be without authority to review the sufficiency of the Board's reasons for non-renewal.
- C. These procedures will not be utilized for non-renewal of supplemental contracts. They also shall not be utilized for non-renewal of limited contracts of teachers who have been hired after retiring from the State Teachers Retirement System.
- D. These procedures supersede related procedures for non-renewal set forth in O.R.C.

ARTICLE 22: SALARY SCHEDULE

- A. All staff members, except as set forth in Paragraph C below, will be placed on the salary schedule according to their training and experience. Staff members employed from another public school system shall receive 100 percent credit for applicable experience. Military service credit will be allowed but not to exceed five years.
- B. The salary schedule is based on 185 days.
- C. Teachers who have retired under the State Teachers Retirement System and are then hired by the Board shall be placed on the salary schedule according to their training with a credit for 5 years experience. Teachers in this category will accrue years of experience in accordance with consecutive years of service as a rehired teacher. If retiree is rehired after previously being placed on step 5, the retiree would be entitled to annual step increases as per salary schedule.

SIDNEY CITY SCHOOLS

RATIOS FOR SALARY SCHEDULE INDEX
2011 - 2015

Years Experience	BA	BA w/150 Sem. hrs.	MA	MA +15	SPEC
0	1.00	1.04	1.09	1.14	
1	1.04	1.08	1.15	1.20	
2	1.08	1.12	1.20	1.25	
3	1.13	1.17	1.26	1.31	
4	1.17	1.21	1.32	1.37	
5	1.21	1.25	1.37	1.42	
6	1.25	1.29	1.43	1.48	
7	1.29	1.34	1.49	1.54	
8	1.33	1.38	1.54	1.59	1.66
9	1.38	1.42	1.60	1.65	1.72
10	1.42	1.47	1.66	1.71	1.79
11	1.46	1.51	1.71	1.76	1.85
12	1.50	1.55	1.77	1.82	1.91
13	1.52	1.58	1.80	1.85	1.97
16	1.54	1.60	1.83	1.88	2.04
20	1.58	1.64	1.88	1.93	2.10
25	1.62	1.68	1.93	1.99	2.16

SIDNEY CITY SCHOOLS
TEACHER SALARY SCHEDULE
2011 - 2015

<u>STEP</u>	<u>BA</u>	<u>BA w/150 Sem. Hrs.</u>	<u>MA</u>	<u>MA+15</u>	<u>SPEC</u>
0	33,884	35,239	36,934	38,628	██████
1	35,239	36,595	38,967	40,661	██████
2	36,595	37,950	40,661	42,355	██████
3	38,289	39,644	42,694	44,388	██████
4	39,644	41,000	44,727	46,421	██████
5	41,000	42,355	46,421	48,115	██████
6	42,355	43,710	48,454	50,148	██████
7	43,710	45,405	50,487	52,181	██████
8	45,066	46,760	52,181	53,876	56,247
9	46,760	48,115	54,214	55,909	58,280
10	48,115	49,809	56,247	57,942	60,652
11	49,471	51,165	57,942	59,636	62,685
12	50,826	52,520	59,975	61,669	64,718
13	51,504	53,537	60,991	62,685	66,751
16	52,181	54,214	62,008	63,702	69,123
20	53,537	55,570	63,702	65,396	71,156
25	54,892	56,925	65,396	67,429	73,189

MA +15 = Masters degree + 15 semester hours

Staff members who have earned their Education Specialist degrees and staff members who are enrolled in the Education Specialist program prior to June 30, 2011, shall be grandfathered in under the old salary schedule. Thus, they shall receive the compensation under this column of the salary schedule while remaining an employee of Sidney City Schools.

The Board will pay a one-time stipend of \$1,000 to teachers who have attained National Board Certification.

ARTICLE 23: SUPPLEMENTAL CONTRACTS

- A. All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.
- B. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any staff member, such additional time to be paid at the rate as established by Article 23, SUPPLEMENTAL SALARY SCHEDULE. Nothing herein contained is construed to prohibit the Board from adding supplemental contract categories to the schedule as proposed. Such salaries shall be a matter for negotiations.
- C. Present staff members who are qualified shall be offered any supplemental position before it can be offered to any individual outside of the Association.
- D. Supplemental evaluations will not be included in the staff member's personnel file. The Association will not object to Board's use of evaluations or other written documents not contained in the personnel files in case of disciplinary action based upon the activity covered by the supplemental contract.

ARTICLE 24: SUPPLEMENTAL SALARY SCHEDULE

Class I

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.010	.015	.025	.035

Intramural Assistant Director Fall
 Intramural Assistant Director Spring
 Intramural Assistant Director Winter

Class II

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.015	.020	.030	.040

Head Teacher
 Safety Patrol Advisor
 School Play (SMS)
 Science Olympiad (SMS)
 Student Council – Northwood

Class III

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.020	.030	.040	.050

Academia Advisor
 Art Club Advisor
 Chess Club Advisor
 Class Advisor
 Drug Program Coordinator/Advisor
 Foreign Language Club Advisor
 Green Ink Advisor
 High School Strength Coach (F,W,Sp,Su)
 Key Club Advisor
 Middle School Yearbook Advisor
 Mock Trial Advisor
 Muse Machine
 Musical Director (Assistant)
 National Honor Society Advisor
 Prom Advisor
 Science Fair (NW)
 Social Studies Academic Competitions

Class IV

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.025	.035	.055	.075

Cheerleading Advisor (SMS)
 Majorette Advisor
 Men's & Women's Choir Director
 Middle School Cross Country
 Pep Band

Class V

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.030	.040	.060	.080

Art Coordinator
 Band Instrumental Specialist
 Flag Corps Advisor
 Music Coordinator
 Special Education Coordinator
 Wellness Coordinator

Class VI

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.035	.045	.065	.085

Auditorium Supervisor (SHS)
 Class Advisor Chairperson
 Department Heads
 School Play (SHS)

Class VII

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.040	.050	.070	.090

Assistant Bowling Coach
 Assistant Swim Coach
 Cheerleading JV FB/9th FB/9th BKB
 Cheerleading Varsity Soccer/JV BKB
 Freshman Assistant Football Coach
 Freshman Baseball
 Freshman Girls Softball
 Freshman Wrestling Coach
 Freshman Volleyball Coach
 High School Intramural Director
 Middle School BKB Coach
 Middle School Football Coach
 Middle School Track Coach
 Middle School Volleyball Coach
 Middle School Wrestling Coach
 Student Council (SMS)

Class VIII

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.050	.060	.080	.100

Assistant Band Director
 Freshman BKB Coach
 High School Audio Visual Coordinator
 Head Bowling Coach
 Head Boys Tennis Coach
 Head Freshman Football Coach
 Head Girls Tennis Coach
 Head Golf Coach
 Head Swim Coach
 Orchestra
 Vocal Director

Class IX

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.055	.065	.085	.105

- Jr. Varsity. High School Baseball Coach
- Asst. High School Cheerleading
- Jr. Varsity. High School SB Coach
- Jr. Varsity High School Soccer Coach
- Asst. High School Track Coach
- Jr. Varsity High School Volleyball
- Head Cross Country Coach

Class X

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.070	.080	.100	.120

- Annual Staff Advisor
- Cheerleading Head Coach
- Musical Director
- Student Government (SHS)

Class XI

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.080	.090	.110	.130

- Assistant High School Basketball
- Assistant High School Football
- Assistant High School Wrestling
- Jr. Varsity Basketball Coach

Class XII

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.090	.100	.120	.140

- Head Baseball Coach
- Head Soccer Coach
- Head Softball Coach
- Head Track Coach
- Head Volleyball Coach

Class XIII

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.120	.130	.150	.170

- Library Coordinator

Class XIV

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.170	.180	.200	.220

- Band Director
- Head BKB Coach
- Head Football Coach
- Head Wrestling Coach

Class XV

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.180	.190	.210	.230

- Assistant Athletic Director

Class XVI

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
.230	.250	.270	.290

- Associate Athletic Director

Notes: On pages 36 & 37 under each class, the steps for the percentage index are as follows:

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
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Example: Class I

Step 0	Steps 1 & 2	Steps 3 & 4	Step 5
0.01	0.015	0.025	0.035

Notes:

When it is determined that two people will split one paid position, each person will receive 50% of the appropriate step for which they qualify.

When a person is hired to fulfill two supplementals that run concurrently (ex. MS Volleyball (7th) and MS Volleyball (8th), the person will receive two supplemental contracts at 100% of the listed salary.

The creation of new positions as well as whether or not existing positions will be filled is the sole responsibility of the Board.

If a new position is created by the Board during the term of this contract, the salary for such position will be negotiated with the Association prior to filling the position.

All supplemental or extended day contracts will be automatically non-renewed on an annual basis. The holders of such contracts will not be notified of the non-renewal prior to or following Board action.

Coaches who are hired for a supplemental coaching position by the Board shall have their experience credited to their placement on the school supplemental salary schedule in the following manner:

1. A coach will receive equal years of experience credit for positions held previously at the same level in the same activity.
2. A coach/advisor who has experience at a lower level than the position they are hired at in the same activity shall receive one-half (1/2) credit for each year of experience they have in the activity they are hired for.
3. A coach who has coaching experience in another activity, but not in the activity for which they are hired, will be placed at the entry level on the supplemental salary schedule.

Any staff member who has completed 10 years of Sidney Service in the same supplemental position, will receive an additional 5% increase in the salary at the staff member's supplemental step.

Note: Supplemental Salary Schedule is Based on Index Times Base Salary

**ARTICLE 25: SUMMER SCHOOL SALARY SCHEDULE
SATURDAY AND "T" SCHOOL MONITORS**

- A. The summer and "T" school rate is \$25.29 per hour.
- B. For every hour of contract time with students, teachers will receive 20 minutes of preparation time.

ARTICLE 26: MILEAGE REIMBURSEMENT

Any staff member who, as a part of his/her assignment,* is required to travel in his/her own vehicle, shall be compensated at the current IRS rate. The staff member will keep an accurate log of all mileage accumulated and turn the log in to the appropriate administrator.

*(Note - this includes taking a student home when necessary.)

ARTICLE 27: MEDICAL/DENTAL/LIFE INSURANCE

Specifics of the Medical/Dental/Life Insurance plans will be available in the Human Resources Department, Building Administrators Office, and on the district web page.

Any health care benefits and services that extend to staff members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or EPC, shall not be reduced, modified, or eliminated during the term of the Negotiated Agreement.

In addition, all staff members who work less than 7½ hours, but at least 3½ hours per day and 120 days a year, will qualify for Board-paid life insurance and be responsible for 20% of the premium payment for dental and health insurance. Staff members who work less than 3½ hours per day are not eligible for any benefits.

A. Term Life Insurance

The Board shall pay the cost of \$40,000 term life insurance for all certified staff members. A double-indemnity accidental death clause shall be included in the policy. Upon retirement, a current staff member of the group covered by this policy may convert and individually purchase this life insurance policy. This policy may be issued without additional benefits at the standard rate at the current age of the insured. The policy shall be issued regardless of the age or health of the insured. Applications must be submitted within thirty-one (31) days of the insured's separation date of the group policy.

B. Opt-out Incentive

1. Any eligible staff member who opts out of the medical insurance shall receive an annual opt-out incentive of \$1,200. All staff members are eligible for the opt-out incentive except for married couples who are both employed by the district.
2. Enrollment dates would be limited to the open enrollment period and will be in effect until the following open enrollment period, with the exception of qualifying life changes such as marriage, death, childbirth or divorce, which permits changes up to thirty (30) days from the event.
3. To regain full insurance coverage for the following year the staff member must enroll online during the open enrollment period.
4. To regain benefits after the open enrollment period the staff member must either forfeit cash payment or reimburse pro-rated cash payment. The staff member will also pay a one month's premium in advance which is not refundable.
5. Checks will be issued the second payroll of December.

C. Calculation of Staff Member Medical Insurance Contribution

1. For each staff member that chooses to opt-out of medical benefits during the September open enrollment period, the Board will contribute an amount equal to the opt-out according to Article 26, Section (B) (1) toward the participating staff member's insurance contribution.
2. The Board will withdraw the full opt-out amount for any staff member who wishes

to regain benefits after the September open enrollment period and recalculate the monthly contribution for the participating staff member's insurance costs.

3. The Board will provide the following contributions per staff member to be used for medical and dental insurance premiums:

2011-2015

Board – 80%

Employee – 20%

	Health Ins. Plan
Office Visit Copay	\$20
Urgent Care Copay	\$50
ER Copay	\$75
Prescription	10/20/30
Coinsurance in Network	90%
Out of Network	70%
Deductible in Network	\$100 single/\$200 family
Out of Network	\$200 single/\$400 family
Out of Pocket in Network	\$1,000 single/\$2,000 family
Out of Network	\$2,000 single/\$4,000 family

- D. The Board will offer a full range Section 125.

ARTICLE 28: WORKERS COMPENSATION

In the event of a service-connected occupational illness or injury as determined by the Industrial Commission, members have the following options:

- A. Elect to use accumulated sick leave credits first and to go under Workers' Compensation when sick leave credits are expired.

- B. Elect to use the wage package provided by the Workers' Compensation laws. If this option is chosen, and with a signed agreement between the employee and the Board authorizing the Industrial Commission of Ohio to mail compensation warrants in care of the Board and agreeing to endorse said warrants to the Board, the Board will pay 100% of the normal base wage of the employee. Appropriate deductions will be made from the employee's accumulated sick leave credits to cover the difference between the Workers' Compensation warrants and the employee's normal base wage. These deductions will continue until the employee's accumulated sick leave credits are used up, at which time payment from the Board will cease and the member shall receive only warrants from the Industrial Commission.

ARTICLE 29: EXTENDED SERVICE

- A. Extended service shall be defined as employment for the staff member's normal duty either before or after the school year. Supplemental contracts for teaching summer school shall not be considered extended service.
- B. Staff member's on extended service shall be paid their per diem rate as determined by dividing their current regular salary by the number of days in the contract year.
- C. Current salary shall be determined by the August 1 date. All service days after August 1 of each calendar year shall be at the rate of pay for the ensuing school year. All service days prior to August 1 shall be at the rate as of the last day of school for that year.

ARTICLE 30: PAYROLL DEDUCTIONS

Deductions shall be provided for staff members for the following purposes:

A. United Teaching Profession (UTP) Dues (SEA, WOE, OEA, NEA)

1. Deductions of dues shall begin with the first check in November and be equally divided over a total of twenty (20) pay checks. The Association shall notify the Board Treasurer of those staff members who will participate in payroll deduction by October 15 and shall indicate the total amount to be deducted from each staff member's check.
2. The Board shall not be required to deduct UTP dues for substitute teachers until any such substitute has completed one full calendar month of service after completing their initial sixty (60) day of service. Dues shall be retroactive to the sixty-first (61) day of employment. The Association Treasurer shall be responsible for providing the Board with the proper amount of dues to be deducted. If the Association Treasurer does not provide the necessary information to the Board Treasurer, or the information provided is incorrect, the Board will not be responsible for any resulting liability for non-payment of dues.
3. The Board Treasurer shall transmit to the Association Treasurer on the contract day following each pay period the total dollars withheld for UTP dues.

B. Credit Union

Staff members participating in the credit union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rules and regulations of the credit union, the regulations being mutually agreed upon by the Association and the Board.

Staff members may make adjustments for credit union deductions twice yearly (October – April) without charge. Other changes will carry a one (1) dollar service fee.

The October notification will begin with the November payroll. The April notification will begin with the May payroll.

C. United Way

Authorized deductions shall begin with the first paycheck in November and be equally distributed over a total of ten pays, if the Treasurer's office is notified by October 15.

D. Political Contributions

Pursuant to Section 3313.262, Ohio Revised Code, the Board will deduct from the salaries of staff members such amount for political organizations and parties and for non-partisan issues as the staff member, by written authorization, may demand. Such written authorization must be on a form different from the dues authorization form.

E. Insurance and Annuities

Staff members participating in any insurance or annuity program shall have their authorized deductions made from each paycheck.

The Association agrees to indemnify and hold harmless the Treasurer and Board for any and all tax interest penalties levied against the individual annuity holder for exceeding individual allowable exclusion amounts. Contributions in excess of the IRS limitations will not be permitted through payroll deduction.

ARTICLE 31: TAX SHELTER OF S.T.R.S. CONTRIBUTIONS

The S.T.R.S. contribution will be paid on behalf of the employee by the Board therefore producing a tax shelter of the employees required contribution. The pickup will be of no cost to the Board and is solely for the purpose of reducing the current tax rate of the staff member. This will remain in effect so long as revenue ruling #77-462 remains unchanged. The staff members are responsible for reviewing the relation between pickup and their other tax deferred arrangements.

ARTICLE 32: CONTINUING MEMBERSHIP

The Board will check-off uniform membership dues during the school year on the basis of individually signed voluntary check-off authorization forms. All such authorization forms shall be voluntarily signed by employees. It is understood that such authorization may be revoked by said staff member upon the giving of written notice to the Board and the Association. The Association shall furnish to the Board each school year by October 15, an alphabetical list of its members who have authorized payroll deductions and the amount to be deducted by the Board.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in reliance upon signed payroll dues deduction cards, or written revocation of same; provided that nothing herein shall be interpreted or construed to obligate the Association to indemnify or save the Board harmless from any action taken or not taken due to the mistake, neglect, or inadvertence of the Board, its officers, agents, or employees in receiving, processing, and acting upon the authorization or revocation of authorization of the dues deduction.

This procedure must follow ORC 9.41.

ARTICLE 33: FAIR SHARE

A. Payroll Deduction of Fair Share Fee

Sidney City Schools is a Fair Share district.

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. Staff members working only a portion of the school year shall only be responsible for a pro rata share of their fair share fee.

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 Board's Treasurer on or about October 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.

C. Procedure for Rebate

The Association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 of the ORC and that a procedure for challenging the amount of the representation fee has been established and will give to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

D. Entitlement to Rebate

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

E. It is specifically understood that the Association agrees to indemnify and save the Board harmless against any judgments, cost, expenses or other liability the Board might incur as a result of the implementation and enforcement of this provision provided that:

1. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this agency fee provision.
2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action files against the Board.
3. The Board agrees to permit the Association or its affiliated organization to intervene as a party if it so desires and/or not to oppose the Association or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

ARTICLE 34: SEVERANCE

A. Severance pay shall be a one-time, lump sum payment to staff member's eligible under the following provisions and guidelines. This article does not apply to teachers who have retired under the STRS and have been hired by the Board.

B. Eligibility

A staff member's eligibility for retirement pay shall be determined as the final date of employment. The criteria are:

1. The individual retires from the school system.
2. Retirement means disability or service retirement under any state or municipal retirement system in this state.
3. The individual must be eligible for disability or service retirement as of the last date of employment.
4. The individual must within 120 days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
5. The individual must have at least 10 years of service within Sidney City Schools.
6. The individual must sign for retirement check certifying all eligibility criteria have been met.

C. The staff member must make application for such cash payment according to procedures adopted by the Board.

D. Such payment shall be made no later than 60 days after the application is filed and the staff member's retirement is verified to the office of the Treasurer by the retirement system and provisions in B above. If permissible by the IRS, the staff member may request a lump sum payment be deferred until January 15 of the following calendar year. Notification to the Treasurer must be made prior to the Board accepting the resignation.

If a staff member actively employed by the District, and eligible for immediate retirement under the State Teachers' Retirement System, dies before actually retiring, any retirement-severance pay due such employee under the provisions and limitations of this Article shall be paid to the estate of the deceased staff member.

E. Benefit Calculation

1. a. Multiplying the staff member's accrued but unused sick leave up to a maximum of 120 days by twenty-five percent (25%).
- b. Multiplying the staff member's accrued but unused sick leave in excess of 120 days by fifteen percent (15%).
- c. After 30 years, multiply the staff member's accrued but unused sick leave in excess of 120 days by twenty percent (20%).

2. Multiplying the sum of 1a and 1b or 1c times the per diem rate of pay appropriate for that staff member's placement on the base salary schedule exclusive of overtime and/or supplementary salaries.
 3. The amount of the benefit calculated in steps one and two shall not exceed the value of 48 days of accrued sick leave. After 30 years, the amount of the benefit calculated in steps one and two shall not exceed the value of 58 days of accrued sick leave.
- F. Procedure for applying for cash payment for unused accrued sick leave:
1. Complete the appropriate form obtained from the Board Treasurer.
 2. Submit the completed form to the Superintendent who will work with the Board's Treasurer to verify the information contained on the submitted form.
 3. Complete the appropriate forms for retirement obtained through the appropriate state retirement system.
 4. Prepare a letter of resignation confirming the retirement and submit it to the Superintendent who will present it to the Board.
 5. Notify the Board's Treasurer upon receipt of official notification of retirement approval by the appropriate state retirement system.
 6. Upon official notification of the retirement approval by the appropriate state retirement system, the Treasurer shall cause the cash payment to be made directly to a tax deferred 403B account administered by ING, according to the provisions of the adopted Accumulated Leave 403B Plan of the Sidney City School District and provisions governing the office of the Treasurer.
- G. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued.

ARTICLE 35: SUBSTITUTION DURING NON-INSTRUCTIONAL PERIOD

- A. Staff members may substitute during a non-instructional period for another staff member if approved by the principal. Mutual agreement and arrangement between staff members to allow for substitution shall not be cause for compensation.
- B. Staff members may be required to serve as substitutes during their normal preparation periods. These staff members shall receive compensation according to the schedule set forth below.

Compensation will be at the rate of \$20 an hour with a one-half (1/2) hour minimum.

- C. In assigning staff members to substitute service, principals shall consider the nature of the duties, the qualifications of available staff members, and the urgency of the previous emergency assignment. A rotational list of those substituting shall be maintained, and assignments shall be made in turn from this list unless an emergency situation arises.
- D. Building principals shall maintain an accurate record of all staff members who substitute and the hours accumulated. Payment for such substitute service shall be on a monthly basis.

ARTICLE 36: SICK LEAVE

- A. Staff members shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth (1 1/4) days per month. Unused sick leave shall be cumulative up to 240 days. The "application for Sick Leave" (Appendix B) will be used for each absence. Staff members who reach 28 years of service shall be entitled to accrue 250 days of sick leave through their 30th year of service. Days will accrue to 260 in the 31st year and thereafter.
- B. Staff member absence from duty without forfeiture of pay may be allowed for the following reasons: personal illness, injury, pregnancy, exposure to contagious disease which would be communicated to other employees, doctor's appointment, and for illness, injury, in the employee's immediate family. Immediate family shall be defined as the staff member's direct, step, and in-law relatives, including the following: parent, spouse, child, foster child, or any relative living in the employee's household, including grandchildren. The district will permit up to three days of sick leave for catastrophic illness or injury of a grandparent or grandchild. The Superintendent may permit sick leave for the death or catastrophic illness or injury of other family members or relatives on an individual case basis. The decision of the Superintendent shall be final and binding.
- C. If medical attention is required the staff member shall list the name and address of the attending physician and the dates consulted.
- D. Absence due to death in the immediate family or persons in the same household is not to exceed five (5) days. Additional days may be granted on an individual basis. The decision of the Superintendent shall be final and binding. Immediate family is defined as the staff member's direct, step, and in-law relatives including the following: spouse, father, mother, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother, sister, child, or stepchild, in-laws of the relationship above and anyone living in the same household. Deaths outside of the definition for immediate family would qualify for personal leave.
- E. A staff member who has no accumulated sick leave will be advanced five (5) days of sick leave each school year, if necessary. Such advance will be charged against the subsequent accumulation of that member. Any staff member who is advanced sick days and then resigns or is terminated or does not return to work shall have the advanced sick days deducted from his/her last payroll check or shall be required to reimburse the district.
- F. \$100 per year incentive will be awarded to any staff member who uses no sick leave.

ARTICLE 37: PERSONAL LEAVE

A. Personal leave will be granted each staff member at the rate of five (5) non-cumulative days per year. These days shall be designated into two categories, personal leave with pay, and personal leave without pay.

1. Personal Leave with Pay

These days shall not exceed three (3) in number each year and shall not be used on the first or last day of school, the day before or the day after a non-student day.

2. Personal Leave Without Pay

These days shall not exceed two (2) in number each contract year, shall be without pay. These days shall not be used on the first or last day of school, the day before or the day after vacation periods, or on professional conference days. In emergency situations not covered by other leaves, the superintendent may waive these restrictions on a case by case basis with the presentation of valid reasons.

Notification of absence for all personal leaves must be reported to the appropriate administrator in writing at least three (3) days in advance. In emergency situations such as an act of nature, the Superintendent may waive the three day requirement. The decision of the Superintendent is final and binding on all exceptions listed in this policy. The appropriate administrator will be responsible for initial approval and forwarding the form to the Superintendent for final approval. The maximum number of consecutive days of any type of personal leave shall be two (2).

Staff members shall avoid using personal days during the first and last three (3) weeks of the school year. Exceptions to this shall be made by the Superintendent for deaths, illnesses, weddings, college moves, graduations, and other extenuating circumstances.

\$100-per day incentive will be awarded to any member of the Bargaining Unit for any unused paid personal leave (full days only).

ARTICLE 38: PROFESSIONAL LEAVE

- A. Staff members may participate in professional activities of educational organizations including the unified organization, which operates for the benefit of the school upon approval of the Superintendent or his designee. These include membership and holding office in professional organizations, participation in curricula studies, and leadership in experimental programs.
- B. Released time to attend professional meeting(s) may be given in accordance with Board Policy to provide the opportunity, within the limits of the appropriation, for staff member's to advance professionally, including acceptable visitations. The convention or meeting should be in the subject-matter area of the staff member's.
- C. The Superintendent has the authority, when he considers a meeting to be of sufficient importance to the welfare of the school, to request representation from the staff to attend.
- D. A staff member may be reimbursed in accordance with Board Policy for expenses incurred in attendance at a professional meeting in accordance with stipulated regulations.

ARTICLE 39: TUITION REIMBURSEMENT POLICY

- A. The professional improvement of the advancement of a staff member shall be the objective of the credit earned.
- B. Courses for reimbursement must have approval by the Superintendent and require a transcript and proof of payment.
- C. A grade requirement of "B" or better or "passing" in a pass/fail course will be required for reimbursement.
- D. Application for reimbursement must be presented to the Superintendent prior to October 1. A single reimbursement payment for the entire year will be made to the staff member following official Board approval.
- E. The Board will reimburse \$75 per semester hour, \$50 per quarter hour, for approved course work. Course work must be approved by the Superintendent or designee.

ARTICLE 40: ASSAULT LEAVE

Assault shall mean causing physical harm, attempting to cause physical harm, or threatening to cause physical harm. A staff member who, during the course of employment, is absent due to disability resulting from an unprovoked attack that occurs on Board premises, in attendance at an official school function, or while attempting to stop or prevent a disturbance or disorderly conduct by students, may be granted up to twenty-five (25) contract days of assault leave with the approval of the Superintendent or his/her designee. During such assault leave the staff member shall be maintained on full pay basis.

Assault leave shall not be charged to the staff member's accumulated sick leave. The staff member shall have two (2) contract days to complete an application for assault leave (Appendix C). If the staff member's disability so warrants, the staff member may use sick leave for up to two (2) days and designate someone to complete the forms. Upon approval of assault leave, the assault leave will be retroactive to the date of disability and any sick leave used will be added back to the staff member's accumulated balance.

Assault leave may not be granted under this policy unless the staff member in question:

1. Has signed a written statement justifying the granting and using of assault leave. Said statement shall be upon Board provided forms.
2. Provides a certificate from a licensed physician stating the nature of the injury and the necessity of absence from regular employment.
3. Agrees to file criminal prosecution against the person or persons involved.

ARTICLE 41: UNPAID LEAVES OF ABSENCE

- A. An unpaid leave of absence shall be defined as a Board-approved absence from work. A staff member shall not be paid salary, wages, or board-paid (including partially board-paid) fringe benefits while on an unpaid leave of absence except that which may be required by the Ohio Revised Code and this agreement.

The individual employment contract of such staff member on an unpaid leave of absence shall continue to run during the period of such leave, and shall therefore be subject to renewal, non-renewal, or suspension as otherwise provided by law, except as provided within this agreement.

1. All requests for unpaid leave of absence must be submitted, in writing, to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.

Requests shall be submitted at least thirty (30) days in advance of the requested leave date. The thirty (30) days requirement may be waived by the Superintendent in unusual circumstances.

2. An unpaid leave of absence requested for the purpose of the staff member's illness or disability may be granted for a period not to exceed the remainder of the current school year plus one school year. The current school year does not end until the first contract day of the beginning of the next school year.
3. An unpaid leave of absence for the purpose of child care will not be approved for any period that begins prior to the staff member's completion of two (2) years of employment in the Sidney School District.

For purposes of child care leave, the advance request requirement contained in (1) above shall be interpreted to require an advance of at least sixty (60) calendar days. The Superintendent may waive this requirement in unusual circumstances.

The maximum length of a leave of absence granted for the purpose of child care shall be the remainder of the current school year plus one school year.

4. A staff member may continue to participate in district group insurance programs only if the staff member is willing to assume the full cost of such coverage. Such payments shall be made, in advance, by the staff member in the manner prescribed by the Board Treasurer's office.
5. Use of a leave of absence for a purpose other than that stated in the approved leave request may constitute grounds for termination of the staff member's contract or other disciplinary action.
6. Staff members on a leave of absence of one semester or less shall, upon return from a leave, be returned to the same teaching position held prior to the leave.

ARTICLE 42: FAMILY MEDICAL LEAVE

A staff member who has worked for the district at least twelve (12) months and who has worked at least 1250 hours in the immediately preceding twelve (12) months is eligible for FMLA leave during a twelve (12) month period. FMLA shall be without pay. The twelve (12) month period shall be September 1 through August 31 of each calendar year.

An eligible staff member may take FMLA leave for the following:

1. The birth and first year care of a child;
2. The adoption or foster placement of a child;
3. The serious illness of a staff member's spouse, parent, or child;
4. The staff member's own serious health condition that keeps the staff member from performing the essential functions of the job.

Intermittent and Reduced Leave

Intermittent leave is leave taken in several blocks of time due to a single illness or injury.

Reduced leave is a leave schedule that reduces a staff member's usual number of hours per week or hours per work day.

Intermittent or reduced leave is available only for the staff member's own serious health condition or to care for a seriously ill spouse, child, adoption/placement of a child.

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is:

1. to care for a family member;
2. for the employee's own serious health condition;
3. is foreseeable based on planned medical treatment and
4. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend,

then the board may require the employee to choose either:

1. take the leave for a period or periods of a particular duration, not greater than the planned treatment or,
2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Limitations shall also apply to instructional staff member's who take leave near the end of a semester. When an instructional staff member begins leave more than five weeks prior to the end of a semester, the board may require the staff member to continue taking leave until the end of the semester if:

1. the leave will last at least three (3) weeks and
2. the staff member would return to work during the three (3) week period before the end of the semester.

When an instructional staff member begins leave for a purpose other than the staff member's own serious health condition during the five (5) week period before the end of the semester, the Board may require the staff member to continue taking leave until the end of the semester if:

1. the leave will last more than two (2) weeks and
2. the staff member would return to work during the two (2) week period before the end of the semester.

When the instructional staff member begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of a semester, and the leave will last more than five (5) working days, the Board may require the staff member to continue taking leave until the end of a semester.

Benefits

The Board will maintain the staff member's health coverage under the district group health insurance plan during the period of the FMLA leave. The staff member should make arrangements with the Board's Treasurer to pay the staff member's share of the health insurance (e.g., family coverage) prior to the beginning of the FMLA leave.

The staff member will not lose any other employment benefits such as group life insurance, sick leave, educational benefits and pensions accrued prior to the date on which leave began, but is not entitled to accrue seniority or sick leave benefits during the sick leave period, unless accrued paid leave is used.

Notice

When the FMLA leave is foreseeable, the staff member must notify the district of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the staff member must give notice as early as is practical. When the staff member requests medical leave, the staff member must make reasonable attempts to schedule treatment so as not to disrupt the district's operations.

Certification

The Board may require the staff member to provide certification from a health care provider containing information required under the law if he/she requests a medical leave. If there is question concerning the validity of such certification, a second, and, if necessary, a third opinion can be required, both at the expense of the Board.

Upon return to work, the Board may require that the staff member present a fitness statement from the staff member's health care provider certifying that the staff member is able to return to work.

Restoration

When the staff member returns from the leave, the Board will restore the staff member to the same position.

Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the staff member fails to return from leave; however, recovery cannot occur if the staff member fails to return due to the continuation, recurrence, or onset of a serious health condition, or due to circumstances beyond the control of the staff member.

A staff member who does not return to work upon expiration of the FMLA leave shall have his/her employment terminated, unless said staff member has other approved leave, or is deemed to be disabled according to STRS rules.

Provisions

Any question concerning Family Medical Leave not covered in this section of the Negotiated Agreement shall be governed by provisions in the relevant sections of the Family Medical Leave Act of 1993 or as amended. Provisions of this section superseded by the FMLA of 1993 may be subject of negotiations by the parties.

ARTICLE 43: PREPARATION PERIODS

- A. The term "preparation period" shall mean time during the staff member's workday exclusive of the member's daily 30 consecutive minute's duty-free lunch.
- B. All teachers of grades 6-12 shall be scheduled for planning or conference time equivalent to one period per school day during each school week.
- C. All elementary staff members may be granted preparation periods at such times as the pupils are being instructed by special area staff members. All elementary staff members, including special staff members, shall be scheduled for planning or conference time of not less than 200 minutes per week. In calculating the 200 minutes, the time before school shall not be included for all elementary classroom staff members.
- D. Elementary staff members will be scheduled so as to give each staff member at least three (3) uninterrupted preparation periods of 30 minutes each per week. It is understood that special events or special circumstances may affect this scheduling.
- E. Every effort will be made to secure substitute staff members in the special areas for grades K-12.
- F. Conferences with parents during preparation periods and parental observations shall be scheduled only after consultation with the staff members.

ARTICLE 44: COURSE OF STUDY DEVELOPMENT AND TEXTBOOK SELECTION

- A. The Board has the responsibility for the development of an educational program of high quality including the establishment of a graded course of study and the selection of textbooks.
- B. The Superintendent or his designee shall undertake to study and develop proposals relating to the adoption, or modification of the graded course of study. In this regard, the Superintendent or his designee will solicit the assistance of the teaching staff. No professional staff member shall be required to serve on such committee.
- C. Recognizing the statutory responsibility of the Board for the selection of text books, the Superintendent or his designee will solicit the assistance of the staff members in development of recommendation to the Board for textbook adoption. No staff member shall be required to serve on such committee.

ARTICLE 45: DRESS CODE

Responsibility for acceptable dress will rest primarily with the staff member as a professional individual. It is recognized; however, that dress is an important factor for students to model and should provide a positive impression to students and the public.

ARTICLE 46: HOME VISITATION

It is important to communicate effectively with parents regarding their child's education. Parents and students must be given a thorough explanation of the student's progress. One way to accomplish this is through report cards. It is also very important that staff members know more about their students and the environment from which they come each day for instruction.

Contact with the home by way of home visitation may provide an understanding that will be invaluable in working with students.

The Association and the Board strongly encourage all staff members to make home visitations in an effort to gain insights relating to the needs of boys and girls and to improve communications between the home and the school.

It shall be the responsibility of each teacher to determine when a home visitation is necessary.

Staff members shall inform the building principal of any home visitation. If it is determined that a significant problem exists, the principal may request a written summary of the home visitation.

The Association recognizes that parent involvement is a positive part of the education process and that, under some circumstances; home visitations can positively affect parental involvement.

ARTICLE 47: GRANTS

The Sidney City School Administration and the Board along with the Association will work together to collaboratively investigate and explore grant opportunities.

ARTICLE 48: CLASS SIZE

The Board and the Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

- A. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give primary consideration to education or curricular concerns as well as the overall needs of the district, including facility limitations, financial consideration, and transportation requirements.
- B. Teachers are encouraged to report special problems, considerations, situations, or ideas to the administration as early as possible. Consideration of such reports shall be given priority treatment by the administration.
- C. Teacher load shall be limited to the maximum number of students permitted to maintain fire code at the 6-12 level. Department chairs/team leaders at the 6-12 level may request input in class scheduling prior to the start of the school year.
- D. When class size at the K-5 level, ever exceeds 30, the administration/board will consider assistance to that individual teacher. These types of requests will be discussed with the Labor Management Committee (LMC).
- E. The Board shall permit tuition free enrollment of students who are residents of any Ohio school district under the following conditions:
 1. Interdistrict transfer students will be assigned to K-5 classes on a priority basis. First priority will be in classes with twenty four (24) or fewer students. In no case will an interdistrict transfer student be placed in a class with twenty-nine (29) or more students.
 2. Class limits for courses in grades 6-12 will be determined by section. Students may be accepted at Sidney High or Sidney Middle School without guarantee of specific courses. Special Education classes will adhere to state mandated size limits. Special Education class size will include the students currently enrolled plus projected enrollees.
- F. The Board shall permit enrollment of resident Kindergarten through third grade students in their schools of choice. Such enrollment will be subject to reasonable rules and regulations including, but not limited to, grade level, and building and program capacities.
 1. Students will be assigned to K-5 classes on a priority basis. First priority will be classes with twenty-four (24) or fewer students. In no case will an interdistrict transfer student be placed in a class with twenty-nine (29) or more students. Building and program capacities will be determined by the Superintendent when appropriate.

ARTICLE 49: ACADEMIC FREEDOM

The Board recognizes that a large part of the curriculum is made up of established truths and values, but also that gradual social change is inevitable, and that such change involves controversial issues. The Board states herein its policy of fostering in the schools dispassionate, unprejudiced, and scientific study of controversial issues in an atmosphere void of partisanship and bias. Members shall not attempt to limit judgment of pupils on controversial issues, but rather to foster the respect for facts and the impartial search for truth that are inherent in this democratic way of life.

ARTICLE 50: COMPLAINTS AGAINST STAFF MEMBERS

- A. The Association and the Board recognize that situations may arise in the operation of the school district which is of concern to students, parents or the public. Such concerns are best dealt with through communication with appropriate staff members and appropriate administrators.
 - 1. The “appropriate administrator” shall be identified as the administrator in the building where the alleged action which led to the complaint took place.

- B. In the event a complaint concerning a staff members’ conduct or service is received, the following procedure shall be used:
 - 1. When a verbal complaint is made by a student(s), the parent of a student, or any other member of the public, which is deemed serious enough to become a matter of formal record, the staff member shall be given a written summary. Unless the nature of the complaint necessitates confidentiality, the identity of the complaining party along with any and all related information shall be provided by the appropriate administrator.
 - 2. If the complaint is written, staff member’s shall be given a copy.

- C. The staff member shall first attempt to resolve the complaint with the complainant.

- D. If there is no resolution between the staff member and the complainant, the appropriate administrator will assist in resolving the situation by scheduling a mutually convenient time to discuss the complaint with the staff member(s), the administrator, and the complainant. Every attempt shall be made to hold such meetings during the negotiated workday.

ARTICLE 51: DEVELOPMENT OF CONTINUOUS IMPROVEMENT PLAN

The Board recognizes the importance of incorporating the philosophy of continuous improvement into education generally and Sidney City Schools specifically. The Board and the Association recommend that continuous improvement committees be established in each building and or appropriate departments to assist staff member's in training and incorporation of these principles.

ARTICLE 52: INCLUSION

- A. Inclusion shall mean the placement of Special Needs Students with a regular classroom teacher who has the primary responsibility for that student throughout the school day. For purposes of this article, special needs students shall be defined as any student identified under I.D.E.A. as intellectually disabled, multiple handicapped, and serious emotional disturbance.
- B. The administration shall, offer adequate training for all regular education teachers dealing with included students as defined in this article. Said training will be developed based on input of the affected teacher.
- C. When a student is placed in a classroom and has an IEP, the teacher will be given a copy of the IEP and will be afforded the opportunity to discuss the IEP with the special education teacher. When possible the teacher will be included in the IEP conference, either in development or change of the IEP. When possible, IEP conferences will be scheduled during the school day. The IEP will take into account available resources and staff in the district.
- D. The regular classroom teacher who has special needs students assigned to his or her classroom will have the direct assistance of a certified special education teacher, or aide, if determined appropriate by the IEP conference. The regular classroom teacher, unless he/she volunteers, will not be responsible for diapering or procedures such as catheterization for special needs students. The teacher will be responsible to notify the proper person that a need exists.
- E. If a teacher feels that he/she has a disproportionate number of students, or a mixture of special needs students that is hampering the learning of other students, or has questions concerning the appropriateness of a student's IEP, he/she may request a meeting be held within 10 contract days between the regular classroom teacher, the special education teacher, and the building principal. If the problems are not resolved in this meeting, the regular classroom teacher has the right to request a formal IEP meeting and have an association representative present at that meeting.

ARTICLE 53: DRUG FREE WORKPLACE

It is the policy of the Board to maintain a drug-free workplace in full compliance with all applicable federal, state, and local laws. All employees of the district shall receive a copy of this provision on an annual basis by inclusion in all staff handbooks. Additionally, as required, a drug-free awareness program shall be established by the Superintendent.

A. Prohibited Conduct

At all times on the job (including breaks, lunch, and travel to and from work sites) employees are prohibited from using, selling, purchasing, possessing, or being under the influence of any of the following:

1. Illegal drugs or any other substance which might alter the sensory functions in a human being
2. Alcoholic beverages (except for authorized social functions)

B. Drug-related Criminal Conviction and Penalties

Any employee who is convicted of a workplace violation of a criminal drug-related statute must report such conviction to the Superintendent within five (5) days of the conviction. Failure to do so will result in a one-week suspension without pay. Failure to do so a second time will result in discharge.

Any employee who has been convicted of a workplace violation of a drug-related or alcohol statute will be required to participate satisfactorily in a drug abuse or alcohol assistance or rehabilitation program approved by a federal, state, or local health, law enforcement, or other appropriate agency. Additionally, any employee who has been so convicted may be subject to discipline up to and including termination. Subsequent convictions will result in termination.

C. Condition of Employment

As a condition of employment under a federal grant or contract, you must abide by this policy and report any criminal drug-related conviction.

D. Prescription Drugs

Staff members are encouraged to inquire of their personal physician the possibility of serious side effects from prescription drugs that could severely impair the staff member's ability to carry out assigned duties. Staff members are encouraged to share this information with the appropriate administrator for possible assistance. These situations will be kept in strictest confidence.

E. Confidentiality

Information provided to administrative personnel as to any problem related to substance abuse or chemical dependency shall be considered part of the employee's medical record and shall be CONFIDENTIAL. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

ARTICLE 54: ENTRY YEAR PROGRAM

- A. The District will provide a mentor to all entry year teachers.
- B. Training will be provided for mentors.
- C. Mentors will receive a stipend no less than five hundred dollars (\$500) per school year.
- D. Mentors will be provided release time to observe mentee's.
- E. The entry year program does not replace employment evaluation; entry year mentorship is intended to support the licensure process. All written material generated by mentor or mentee will remain confidential.

ARTICLE 55: DURATION

This agreement, upon ratification by the official Board resolution, shall be effective August 1, 2011 to July 31, 2015.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement at Sidney, Ohio this 20th day of June, 2011.

SIDNEY CITY BOARD OF EDUCATION

By: Melanie Cook
Melanie Cook, President

By: John Scheu
John Scheu, Superintendent

SIDNEY CITY EDUCATION ASSOCIATION

By: Lori Hedberg
Lori Hedberg, SEA President

By: Brooke Gessler
Brooke Gessler, SEA member

By: Brett Anderson
Brett Anderson
OEA Labor Relations Consultant

Appendix A
Sidney City Schools
Grievance Form

Name of Grievant(s): _____

Building: _____

Level 1 (Informal Discussion)

Date of occurrence of grievance _____

Date of Informal Discussion: _____ with Administrator _____
Name

Date of Administrator's Verbal Response: _____

Level 2 (Formal Written Grievance)

1. Statement of Grievance

Cite provisions of the negotiated agreement which have been violated, misinterpreted, or misapplied: _____

2. State the relief sought: _____

Date Submitted: _____

Received By: _____, _____
(Name) (Title)

Signature of Aggrieved Date

SIDNEY CITY SCHOOLS APPLICATION FOR LEAVE

Name of Applicant

- | | | |
|---------------------------------------|---|---|
| <input type="checkbox"/> Aux Services | <input type="checkbox"/> Longfellow | <input type="checkbox"/> SMS |
| <input type="checkbox"/> BOE Building | <input type="checkbox"/> Northwood | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Central | <input type="checkbox"/> Service Center | <input type="checkbox"/> Whittier |
| <input type="checkbox"/> Emerson | <input type="checkbox"/> SHS | <input type="checkbox"/> Other _____ |

Date of Application: _____

Number of Days Requested: _____

Actual Date(s) used/requested (if partial days, please indicate A.M. or P.M.)

Type of Leave (Check one)

- Jury Duty ****
- Sick Leave**
- Personal Leave w/ Pay**
- Personal Leave w/out Pay**
- Professional Leave** (complete form on reverse side of application)
- Vacation**

** Attach a copy of the notice to report for jury duty and send any compensation checks for jury duty to the treasurer's office.

Department

- Administration**
- Classified, Non-OAPSE**
- OAPSE BARGAINING UNIT**
- SEA BARGAINING UNIT**

Sick Leave: By signing below you are making application for sick leave as provided in Revised Code 3319.141 and that the use of such sick leave is justified for the following reasons:

1. Reason for Use of Leave:

- A _____ Personal Illness
- B _____ Personal Injury
- C _____ Exposure to Contagious Disease
- D _____ Medical Appointment (Self)
- E _____ Illness or Injury (Immediate Family)
- F _____ Death (Immediate Family)
- G _____ Medical Appointment (Immediate Family)
- H _____ Catastrophic Illness or injury of Grandparent, Brother, or Sister (use personal leave box to explain nature of the illness or injury.)

2. If "E", "F", "G" or "H" is checked, please give the name, address, and relationship of such members in your immediate family. *Immediate Family* is defined in contract/policy language.

Name _____

Address _____

Relationship _____

PERSONAL LEAVE — use this space to describe emergency situations (if needed):

Applicant's Signature

Date

Supervisor's Signature

Date

Superintendent's Signature

Date

Approved

Disapproved

**Sidney City Schools
Professional Leave Information**

Name of Applicant _____

Meeting to be Attended _____

Location _____

Dates Inclusive of Travel _____

1. Complete the following table with your estimated expenses:

EXPENSES TO BE REIMBURSED:	ESTIMATED	ACTUAL
Transportation by _____ Miles _____		
Tolls, Parking, Taxi, etc. <u>RECEIPTS REQUIRED</u>		
Lodging <u>BILL or RECEIPT REQUIRED</u>		
Registration Fee <u>RECEIPT REQUIRED</u> (or copy of personal check- front & back)		
Meals: Number _____ <u>ITEMIZED RECEIPTS REQUIRED</u>		
Other: Specify _____		

TOTAL		

Is this expense to be paid from other than General Fund?
Yes or No
(please circle one)

Record PO# before submitting actual cost for reimbursement

PO # _____

If yes, what fund? _____

Is a substitute needed ? _____ (please mark dates on the other side of this form)

2. Follow these directions to have registration fee paid in advance:

- A) Submit a copy of this form, a completed registration form and a requisition form made payable to the sponsor of the meeting. **These items must be submitted to your building principal at least 3 weeks in advance of the meeting time in order for this to happen.**
- B) Or — pay the registration fee yourself and add it to your list of reimbursement items.

3. Follow these directions for reimbursement of expenses:

- A) **Before attending the meeting**, a requisition payable to the employee must be stapled to this request in order to encumber an amount for reimbursement. The amount of the requisition should equal the total of the "ESTIMATED" column unless you completed a separate request for advance payment of the registration fee. This requisition should be given to your building principal for initial approval.
- B) **When returning from your meeting**, request your *Professional Leave Request Form*, fill out the "ACTUAL" Column, attach all itemized receipts and bills. Reimbursement can not be made for entertainment expenses, alcohol, or tips. This information along with the pink copy of the purchase order will be submitted to the Treasurer's office for payment.

**** Office Personnel will send a copy of this form to the Curriculum Office ****

Appendix C

**Sidney City Schools
APPLICATION FOR ASSAULT LEAVE**

1. Description of the assault incident.
(Include date, approximate time, location, and name of witness(s).)

2. Attach a copy of the physicians' certificate. The certificate must state the nature and duration of the disability and the necessity of absence.

3. Have you filed criminal prosecution against the person or persons involved?

No _____ Yes _____ (If yes, date of filing _____)

Submitted by: _____ Date: _____
(Name of staff member)

Received by: _____ Date: _____
(Superintendent or designee)

Approved: _____ Disapproved: _____

by: _____ Date: _____

Adopted: August 1, 2007

Appendix D

FAMILY/MEDICAL LEAVE REQUEST

SIDNEY CITY SCHOOLS

This form is to be filled out by anyone who will be taking an extended leave (more than five working days) due to one of the conditions listed below. In accordance with board policy and our negotiated agreements, please send this form to the Personnel Department 30 days prior to taking the leave or as soon as possible in those cases where a 30-day pre-notification is not practical. Please attach documentation (doctor's note, letter from adoption agency, etc.) to this form.

Employee Name: _____ Position: _____

Building: _____

I am requesting Family/Medical Leave due to:

_____ The birth of my child, or the placement of a child in my home for adoption or foster care; or

_____ A serious health condition that makes me unable to perform the essential functions of my job; or

_____ A serious health condition affecting my spouse, child, parent, for which I am needed to provide care.

I need this leave to begin on _____ and I expect the leave to
(approximate date)
continue until _____.
(approximate date)

Qualified employees have a right under the Family Medical Leave Act for up to 12 weeks of leave in a 12 month period for the reasons listed above. The Board Policy and negotiated agreements all require that sick leave and/or vacation leave be used for Family/Medical leave. If there is not enough accrued sick/vacation leave to cover 12 weeks, the remaining leave is unpaid. Health benefits must be maintained during any period of unpaid leave during FMLA as if the employee continued to work, and the employee must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon return from Family Medical Leave.

Signature

Date

CERTIFICATE OF AVAILABLE RESOURCES
(Fiscal Certificate)
(SECTION O.R.C. 5705.412)

Contract/Vendor Name: SEA Negotiated Agreement
Sidney Board of Education

Contract Period: July 31, 2011 to August 1, 2015

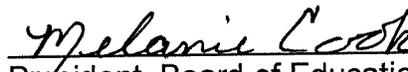
IT IS HEREBY CERTIFIED that the Board of Education of the Sidney City School District, Shelby County, Ohio, has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization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

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

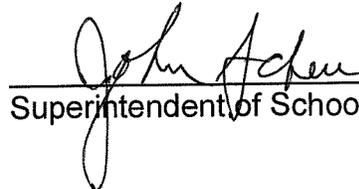
Dated: July 1, 2011



Treasurer, Board of Education



President, Board of Education



Superintendent of Schools