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NEGOTIATED AGREEMENT

between the

**SANDUSKY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

SANDUSKY EDUCATION ASSOCIATION

2013-2014

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ARTICLE 1 – RECOGNITION

- 1.01 The Board of Education of the Sandusky City School District (hereinafter referred to as the “Board”) recognizes the Sandusky Education Association an OEA/NEA local (hereinafter referred to as the “Association”) as the sole and exclusive bargaining agent for members of the bargaining unit (hereinafter “teacher” or “teachers”) which shall consist of all regular full-time and regular part-time certificated/licensed personnel employed by the Board under a regular teaching contract for the duration of a regular school year, and those certificated/licensed personnel who are employed by the Board for sixty (60) or more contractual days in the same position in a given school year, exclusive of teachers of adult education programs, substitutes, home instructors, aides, non-certificated personnel, superintendents, assistant superintendents, directors, assistant directors, administrative assistants, supervisors, coordinators, principals, assistant principals, and all other employees falling within any of the exceptions listed in O.R.C. Section 4117.01. Regular part-time certificated/licensed teachers are those who are contracted to work on a regularly scheduled basis a minimum of twenty (20) hours per week for the duration of a regular school year.

ARTICLE 2 – NEGOTIATIONS

2.01 Initiating Negotiations

- A. Either party may initiate negotiations by letter of submission forwarded to the other party by March 1 of the year in which this Agreement expires, outlining its intent to bargain as defined in O.R.C. Chapter 4117. The parties shall hold their first negotiating session by March 15. The date, time, and place of the session shall be arranged in advance by the Board’s and Association’s spokespersons.
- B. At the first meeting, the parties shall exchange their complete proposals. If the parties agree, new items may be submitted after the first meeting.
- C. The initial meeting and all future meetings shall not adjourn until a time, place, and date have been established for the new negotiating session at a mutually agreed to neutral site.
- D. Should parties agree to participate in Interest Based Bargaining (IBB), there will be no limitation on proposals other than agreed upon operating principles.
- E. The Board agrees to a joint request for FMCS training.

2.02 Negotiating Teams

- A. Negotiations shall be conducted between representatives of the Board and Association. These representatives shall be known as the negotiating teams. Each team may consist of no more than six (6) members.

- B. The Board shall determine its team representatives. The Association shall determine its team representatives.
- C. The Board and Association shall negotiate in good faith with the intention of reaching an agreement. "Good faith" means the obligation of the negotiating teams to meet at reasonable times and places, to react to the other's proposals and respond to an unacceptable proposal with a counter-proposal or a reason for its rejection. "Good faith" does not require either party to agree or make a concession.

2.03 Negotiations Meetings

- A. All negotiation sessions shall be in executive session.
- B. Reports on the status of negotiations may be made to the Association by its spokesperson and to the Board by its spokesperson.
- C. While negotiations are in progress, there will be no releases made to the news media.
- D. Either team may caucus during a negotiations session. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise mutually agreed.

2.04 Assistance

By mutual consent, the parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Such consultants may be used during a negotiations meeting.

2.05 Exchange of Information

Prior to and during the period of the negotiations sessions, the Board and the Association agree to furnish each other, upon written request and in a reasonable time period, with information essential to the respective Negotiations Teams in developing intelligent, accurate, and constructive proposals/recommendations. Said request shall be forwarded through the respective spokespersons.

2.06 Agreement

- A. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by each party's spokesperson.
- B. Upon reaching tentative agreement, said contract shall be presented to the Association membership for ratification consideration.
- C. Upon written notice of ratification by the Association, the contract shall be presented to the Board for adoption consideration.

- D. When ratified and adopted, the Agreement shall become the contract between the parties for the period stated in the contract.
- E. The Board and Association shall share equally the cost of printing this Agreement.

2.07 Disagreement

If within sixty (60) calendar days of the day on which the first proposal packages are exchanged, or a later date mutually agreed upon, tentative agreement on all items is not reached, both parties shall utilize the services of the Federal Mediation and Conciliation Service for the purpose of mediating an agreement on unresolved items.

2.08 Effect of the Negotiations Procedural Agreement

The negotiations procedural agreement set forth in this Article is the result of the parties' negotiations and is their complete agreement as to the conduct of negotiations and the resolution of any dispute concerning negotiations. Pursuant to Section 4117.14 of the Ohio Revised Code, the parties intend that this procedure shall supersede the procedures in said Revised Code section.

2.09 Midterm Bargaining

- A. The Board and the Association recognize that only the most extraordinary circumstances will warrant midterm negotiations and such midterm negotiations shall only be sought by either party in the utmost good faith. The Board and the Association agree to submit the issue covered by this Collective Bargaining Agreement to midterm bargaining if one of the following circumstances occur:
 - 1. The parties mutually agree that immediate action is required due to (a) exigent circumstances that were unforeseen at the time of negotiations, or (b) legislative action taken by a higher-level legislative body after this agreement became effective that requires a change to conform to the statute.
- B. If midterm bargaining is conducted pursuant to Section A above, the parties shall commence negotiations in accordance with the negotiations provisions set forth in this Article, utilizing all impasse resolution procedures contained herein, including the Association's express reservation of its right to strike in regard to the midterm bargaining issues.
- C. If the SERB standard for determining the propriety of midterm bargaining should change from the standard adopted in SERB 2001-05, then this Article shall lapse at the expiration of this collective bargaining agreement, and the parties shall negotiate in regard to successor language, if any.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Board of Education reserves unto itself, and the management personnel employed for and on its behalf of the rights of management included in Section 4117.08 of the Ohio Revised Code. Such rights of management include but are not limited to the right to: (1) determine the educational goals and the policies of the school district; (2) determine the content of courses and curricula; (3) select texts and other teaching materials; (4) determine teaching methodologies to be employed; (5) allocate school district financing and personnel resources; (6) select and determine the number and type of employees required; (7) direct, and assign work to teachers according to the needs of the school district including controlling services to be performed to establishing and changing work schedules and assignments, including supplementals; (8) transfer, promote or demote teachers; (9) layoff, terminate or otherwise relieve teachers from duties for lack of work or other legitimate reasons; (10) make and enforce reasonable school rules and regulations for the maintenance of discipline; (11) suspend, discharge or otherwise discipline employees for cause; (12) determine the efficiency and competency of teachers; (13) expand, establish, terminate or otherwise modify any existing or new operations of the school district; and (14) to take such measures as management may determine to be necessary for the safe, orderly, efficient, and economical operation of the school district.

The aforementioned management rights shall be limited only by the specific and express terms of this contract.

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.01 The Association shall have the following rights as the sole organization representing the bargaining unit:
- A. To use the facilities of any building for meetings, without fee, upon notification and prior approval of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with school or school business and any previously authorized activity in said building.
 - B. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars, consistent with building and school district procedures, provided such mail is designated as SEA mail.
 - C. To use bulletin boards in teacher lounges or workrooms to disseminate information to members, provided the materials posted are identified as Association postings.
 - D. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

- E. The Board will provide the Association with Board agenda and all pertinent reports within one (1) day of when they are mailed or delivered to the members of the Board.
- F. Upon request the Association will be placed on the agenda to address the Board at Board meetings.
- G. The Labor Management Committee (LMC) will consist of four (4) teacher representatives (one [1] from each level: Elementary, Junior High, High School, and Special Education), and the SEA President, and three (3) administrators appointed by the Superintendent. In addition, the Superintendent may attend at his/her discretion.
 - 1. The committee shall be scheduled to meet monthly unless the SEA President and Superintendent agree mutually to cancel. The committee shall serve the purpose of increasing communication and addressing common concerns and problems in the District.
 - 2. An agenda of items for discussion shall be mutually agreed upon in advance of the meeting and sent to all members. All members shall bring to the meeting their ideas, thoughts, comments, and constructive resolutions to the agenda items.
- H. To allow the SEA President or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special concerns of teachers must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board of Education and Administration.

ARTICLE 5 – TEACHER RIGHTS

5.01 Equal Rights Clause

A. Equal Opportunity

The Board is an equal opportunity employer and shall abide by all state and federal equal employment laws. Likewise, the Association shall abide by all state and federal equal employment laws.

B. Equal Rights

The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, age, or national origin, or handicap or disability as defined by the American with Disabilities Act.

5.02 Teacher Authority

A. Student Behavior

Each building shall have a student handbook mutually developed by the administration and faculty of the building in conjunction with Board Policy.

A Code of Conduct shall be mutually developed by the administration and Association in conjunction with Board Policy and consistent with Ohio Law. This manual shall outline the appropriate and expected student behavior while attending school. The rules of student behavior and penalties for their violation shall be provided to every student annually.

B. Disciplinary Rights

1. The teacher shall have the right to discipline pupils for acts which are detrimental to the good order and the best interest of the school.
2. Each building principal shall provide an explanation to the teaching staff in that building of the guidelines, outlining proper building procedure in regard to pupil discipline which shall include reasonable documented parental contact prior to administrative intervention. Any teacher who is uncertain about proper procedures is responsible for reviewing them with the building principal.
3. The administration shall give full support and expedient assistance to professional staff members with respect to maintaining control and discipline in the classroom.
4. Emergency application of reasonable force or restraint is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself and to protect other persons and property.

C. Student Discipline

1. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously affect the learning atmosphere in the classroom, disciplinary action will be promptly taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be promptly taken by the building principal.
2. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.
3. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student

who commits battery upon a teacher shall be removed from all classroom activities immediately.

4. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher. The teacher's consent is not needed if he/she is the only teacher at that grade level or unit.
5. If a penalty imposed on a student is reduced through the appellate process, the teacher shall be informed of the reasons.
6. Whenever a change in student assignment intra-building or inter-building occurs, an informational conference shall be held. The former teacher(s) of the student, the teacher(s) newly assigned to the student, and an administrator shall be present.
7. Student discipline shall be documented and documentation shall be available for teacher review.

5.03 Political Activity

- A. A teacher has the right, without reprisals or recrimination, to become involved, or not become involved, in any political activity of his/her choice outside regular working hours.
- B. The views expressed by a teacher are strictly the teacher's own, and shall not be represented or construed as being the policies, opinions, or beliefs of the Board or Administration. Students shall not be solicited to promote a teacher's cause.
- C. Upon application, a teacher will be granted a leave without pay to serve in a public, or political, or Association office for the term of this office.

5.04 Review of Administration Efficiency

Building Level Teams (BLT) shall consist of the Principal and teachers in the building designated by the Association. The purpose of such teams shall be to address issues of concern within the building. Teams shall meet monthly in each building.

5.05 School and Personal Property Liability Coverage

Teachers are expected to act in a reasonable and prudent manner when bringing personal property on the school grounds. The Board of Education shall submit any claim for damaged personal property to its insurance carrier. The decision of the insurance carrier is final and shall not be subject to grievance procedure.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Definitions

- A. A “grievance” is a claim by a member(s) of the bargaining unit or the Association that there has been a violation, misapplication, or misinterpretation of one (1) or more of the provisions of this Agreement. In the event a grievance is filed by the Association at the Level I discussion, individual bargaining unit member(s) directly affected by the grievance will be identified by name to facilitate resolution.
- B. An “aggrieved” person or persons is a teacher, teachers, or Association having a grievance.
- C. A “day” in this section shall mean a school day.

A number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure, unless otherwise extended by mutual agreement of the parties.

When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event which causes the time period to begin.

During the months school is not in session, grievances will be processed at all levels by using days the Board of Education building is open to the public. Any grievance process initiated during the school year, yet incomplete prior to the end of the current school year, will continue into the summer months unless undue hardship is shown by either party.

- D. Grievance meetings and hearings will be scheduled by mutual agreement.

6.02 Purpose

The purpose of this procedure shall be to obtain at the lowest level, and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

6.03 General Provisions

- A. Both parties agree that grievance proceedings should be handled in as confidential manner as may be appropriate to any level of the procedure.
- B. Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

- C. Record of the grievance proceedings shall be filed separately from the personnel files of the participants.
- D. In all levels of the formal proceedings, official Grievance Report Forms, Exhibit A, shall be made in triplicate; one (1) for the aggrieved; one (1) for the Administration; one (1) for the Association.
- E. Representation of choice may be used by any party involved in the grievance procedure at any level.
- F. The Association has the right to be present for the adjustment of any and all grievances.
- G. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the grievance procedure.

6.04 Procedure

An aggrieved teacher shall initiate action within twenty (20) days of the event or condition upon which the grievance is based. The aggrieved teacher may institute or establish his/her grievance with the appropriate administrator and/or their representative. The appropriate administrator and/or their representative shall be interpreted as the individual who the grievance is filed against or the administrator who has the authority and/or capacity to grant relief sought. Lack of adherence to the time limits by the Administration will result in the grievance being processed to the next level. Time limits may be extended only by mutual agreement of all parties concerned.

LEVEL ONE – INFORMAL

Within twenty (20) days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her immediate supervisor, and/or their representative, or with the Principal to resolve the problem without filing a formal grievance.

Should the Principal not be involved in the subject matter of the grievance, the Association shall have the right to initiate the grievance at Level 3 or Level 4 with the appropriate administrator as defined in Section 6.04.

LEVEL TWO – FORMAL

In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, he/she may inaugurate the formal proceedings.

Within five (5) days of the filing of a formal Grievance Report Form at Level Two, the Principal shall meet with the grievant to discuss the issues stated in the grievance. The disposition by the Principal shall be added to the Grievance Report Form in triplicate within ten (10) days after such meeting.

LEVEL THREE – FORMAL

If the aggrieved person is not satisfied by the disposition of the Principal, he/she may seek a hearing with the appropriate Central Office Administrator within five (5) days after the written disposition in Level Two by completing Level Three of the Grievance Report Form in triplicate and submitting it to the appropriate Central Office Administrator. Within the next five (5) days a hearing shall be arranged between the aggrieved, the appropriate Central Office Administrator, and the other parties that may be needed to give information relative to the claim.

The disposition of the appropriate Central Office Administrator will be completed within ten (10) days of this meeting.

LEVEL FOUR – FORMAL

If the aggrieved person is not satisfied by the disposition of the appropriate Central Office Administrator, he/she may seek a hearing with the Superintendent or his/her designee within five (5) days after the written disposition in Level Three by completing Level Four of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged between the aggrieved and the Superintendent or his/her designee. The disposition of the Superintendent or his/her designee will be completed within ten (10) days of this meeting.

LEVEL FIVE – FORMAL

If the Association is not satisfied by the disposition made by the Superintendent or his/her designee, within five (5) days after the written disposition in Level Four, the Association may request a hearing before an arbitrator by completing Level Five of the Grievance Report Form. The Association's request for arbitration shall be made within five (5) days following the disposition of the grievance in Level Four. The request for arbitration shall be made to the Superintendent. Within five (5) days following receipt by the Superintendent of the request for arbitration, the Association shall mutually petition to the American Arbitration Association to provide both parties with a list of fifteen (15) names from which an arbitrator will be selected by the alternate strike method. A second list of fifteen (15) names may be requested by either party. A toss of the coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance pursuant to the current rules and regulations of the American Arbitration Association and this Article. If requested to do so by either party, the arbitrator shall determine in writing whether a grievance is arbitrable in concurrence with AAA Rules and Regulations.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties. The decision of the arbitrator shall be binding on the Association, its members, the employee or employees involved, and the Board of Education.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision. The costs of arbitration (including the arbitrator's fee, the AAA fees, and any room fees) shall be borne by the losing party.

6.05 Miscellaneous

- A. A grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance which is withdrawn may not be reopened.
- B. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives and members of the Association Grievance Committee.

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Sick Leave

- A. All full-time teachers shall accumulate sick leave credit at the rate of one and one-quarter (1-1/4) days per month under contract (including summer months).
- B. All new full-time teachers will be advanced a total of seven (7) days of their sick leave credit upon their initial employment if they do not have transferable accumulated sick leave from prior employment. If a teacher's employment ends prior to the repayment of sick leave advanced, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.
- C. A total of fifteen (15) days of sick leave may be earned in any 12-month period. The accumulation will be unlimited.
- D. Regular part-time teachers shall accumulate sick leave credit equal to the time actually worked at the same rate as that granted full-time teachers.
- E. Sick leave may be used for any absence of the teacher due to personal illness, injury, physical disability, including pregnancy, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family.

- F. For purposes of this Article “immediate family” includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, stepmother, stepfather, grandparents, grandchildren, stepchildren, foster children, foster parents, and other legal dependents.
- G. Upon returning from sick leave, the teacher shall complete a Sick Leave Form, Exhibit B.
- H. The administrator may request medical documentation for teacher use of extended sick leave when the administrator determines that reasonable cause for such a request exists. Medical documentation shall be a note from the teacher’s physician indicating the medical reason for the teacher’s absence.

7.02 Bereavement Leave

- A. In the case of death in the immediate family, the teacher may have up to three (3) days paid leave annually. At the discretion of the Superintendent, this period may be extended.
- B. Absence for the first three (3) days of bereavement leave shall not be deducted from sick leave.
- C. In the event the bereavement leave period is extended for more than three (3) days annually, the ensuing days absent will be deducted from sick leave.
- D. In the case of death of a teacher's personal friend, the teacher may have one (1) day of paid leave per occurrence.

7.03 Child-Care Leave

- A. A teacher with three (3) or more years of service in the Sandusky City Schools shall be granted an unpaid child care leave to care for a natural or adopted child in accordance with the following specifications:
 - 1. The teacher shall apply in writing to the Superintendent or his/her designated representative not later than twenty (20) school days prior to the beginning date of the requested leave of absence. The written application shall specify the proposed dates the leave is to commence and terminate, but in each case the dates approved by the Superintendent shall be those least disruptive to the educational process.
 - 2. A childcare leave shall not be granted beyond the balance of the school year; however, the childcare leave may be renewed for one (1) additional contract year upon the recommendation of the Superintendent and with the approval of the Board. A teacher requesting reinstatement from child care leave shall submit such request in writing not later than April 1 of the contract year preceding the anticipated return to teaching. Failure to

provide the written request to return from childcare leave prior to April 1 will result in termination of the teacher's contract.

3. Once the leave is approved by the Superintendent and the Board, it may only be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
- B. A teacher on child care leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time.
- C. Upon returning from leave, every reasonable effort to return the teacher to an assignment comparable to that held prior to the leave will be made.
- D. If the insurance carriers permit, teachers may continue any and all group insurance coverage at their own expense by reimbursing the Board for premium costs during the period of absence. Failure of the teacher to forward premium payments to the Board at the stipulated times will terminate this option. If a teacher is on leave the last working day of the school year, continuation of insurance coverage during the summer recess shall be at the teacher's expense. Board payments for insurance shall resume effective the first day the teacher returns from leave.

7.04 Personal Leave

- A. Employees shall be granted up to four (4) personal leave days per school year which shall not be charged to sick leave.
- B. Requests for personal leave shall be submitted through the Building Principal two (2) or more days prior to the intended absence, when possible.
- C. Unused personal leave days will be converted to sick leave after the end of the school year.
- D. Personal leave is for personal business which cannot be conducted at a time other than the regular school day, and cannot be used for leisure activities, recreational activities, seeking employment or to work another job, including self-employment.
- E. Personal leave may not be used on the first or last weeks of school, nor on the day before or after a holiday, vacation day, or inservice day, or during the administering of state mandated tests, unless an exception is granted in writing by the Superintendent.
- F. Employees need not give a specific reason for the use of personal leave but must certify on the personal leave form that the leave will not be used for a restricted purpose. (See Exhibit C)

- G. The Superintendent may grant additional personal leave for other justifiable purposes.

7.05 Assault Leave

- A. Any teacher who is assaulted while performing assigned duties shall be granted a paid Leave of Absence for the period designated by the teacher's physician not to exceed ninety (90) contract work days, and said days shall not be deducted from Sick Leave.
- B. For receipt of Assault Leave, the teacher must file a Police Report and cooperate with the legal authorities in any prosecution. A teacher may either receive Workers Compensation temporary disability payments or Assault Leave for the days of absence.
- C. If the teacher receives any payment for lost wages for a court suit, the Board shall be reimbursed for any Assault Leave payments that are specifically granted in the court suit.

7.06 Court Leave

- A. Teachers required to be absent from duty in response to a subpoena or jury summons in a court case, or an administrative hearing in which the teacher is not a party, shall be paid the difference between their regular compensation and the remuneration for serving as a juror or witness, excluding reimbursement for expense incurred by reason of such subpoena or summons. The teacher will endorse and forward any compensation to the Board Treasurer.
- B. Teachers required to be absent from duty for any court proceedings or administrative hearing in which the teacher is a party, will not be paid for the period of absence, unless the absence is authorized by the Superintendent or his/her designated representative.

7.07 Military Leave

Military Leave shall be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted at a maximum allowable by law.

7.08 Professional Leave

Attendance at Professional Meetings Teachers will be entitled to consideration for attendance at professional meetings or conferences relating to their assigned position in the school upon submission of the proper application to the building principal and upon approval by the appropriate division administrator and Superintendent, based upon the following guidelines:

- A. Priority shall be given to attendance at meetings designated for improvement of the professional competence of the teacher in the assigned position in the schools.

- B. Leave for professional meetings or conferences will not be charged against personal leave provided it is approved, in advance, by the principal, division administrator and Superintendent.
- C. Authorized expenditures for professional meetings shall be limited to those amounts appropriated for this purpose during any one fiscal year.
- D. When limited finances make it impossible for the Board to reimburse a teacher for a professional meeting, leave may be granted with the understanding that the applicant is responsible for all expenditures connected with the leave.
- E. The completed expense voucher attached to each professional meeting application form shall be completed and submitted with itemized bills as appropriate upon return from the professional meeting.

7.09 Association Leave

The Board shall provide up to twenty-four (24) days per school year for members of the bargaining unit duly elected or appointed to local, regional, or national offices of SEA affiliated organizations to attend the meetings of these organizations or to conduct official SEA business. Association leave notifications shall be filed with the Superintendent by the SEA president at least twenty-four (24) hours in advance of the leave (Exhibit F).

7.10 Family and Medical Unpaid Leave

Family and Medical Leave Act (FMLA) benefits shall be in accordance with Federal Law.

An employee with at least twelve (12) months of service in the Sandusky City Schools shall be granted the maximum of a 12-week, unpaid family medical leave provided in the Family and Medical Leave Act and its associated regulations (during each 12-month period). For purposes of this section, "Twelve month period" is defined as the twelve (12) month period measured forward from the date a teacher's first Family and Medical Leave begins (i.e. the leave is specific to each teacher). A teacher would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. Leave may be taken for: 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 member of the employee's immediate family as defined in Article 7, Section 7.01 F of the negotiated agreement; and 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:

- A. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select

those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.

- B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves: a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks.
- E. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
- G. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.
- H. Benefits and provisions of the Family and Medical Leave Act not addressed in this section shall be in accordance with Federal Law.
- I. Detailed benefits and provisions can be found on the following websites: fmলাonline.com and <http://www.dol.gov/compliance/laws/comp-fmla.htm>.

7.11 Conversion of Unused Personal Leave to Sick Leave and Low Use Leave Stipends

- A. Unused personal days shall be converted to sick leave days at the conclusion of the contract year.
- B. Stipends shall be paid by the Board in the second pay in June to each bargaining unit member for low-use and non-use of personal and sick leave (combined total) within the period of July 1 to June 30, exclusive of bereavement leave, as follows:
 - I. Non-use of both personal and sick leave shall pay a stipend of \$225.

2. Up to one (1) day use of combined leave (sick and/or personal) use shall pay a stipend of \$150.
3. Up to two (2) days of combined leave (sick and/or personal) use shall pay a stipend of \$75.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined

For purposes of this Article, seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue from all the time an employee is on active pay status or is receiving Workers' Compensation benefits.
- C. Time spent on unpaid leave, layoff, or employed in a full-time non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for each year worked.
- E. Part-time employees shall accrue seniority pro-rated against the minimal full-time employee's work year.
- F. No employee shall accrue more than one (1) year of seniority in any work year.

8.02 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior employee:
 1. The employee with the first day worked; then
 2. The employee with the earliest date of employment (date of hire); then
 3. By educational degrees held on the first day worked; then
 4. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a

designated Association representative. The lottery shall take place on the first new teacher orientation day.

8.03 Loss of Seniority

Seniority shall be lost when an employee retires, resigns, is non-renewed, terminated, or otherwise leaves the employment of the Board.

8.04 Posting of Seniority List

The seniority list shall be posted annually by February 1 of each work year. The Board shall prepare and post on the designated bulletin board(s) in each building a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

- A. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
- B. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.
- C. The names of part-time employees shall appear on the seniority list but shall be listed in accordance with seniority as defined in Section 8.01 E of this Article.
- D. Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Association and the Board or its representative(s) in writing of any inaccuracies which affect his/her seniority. The Board or its representative(s), in conjunction with the Association, shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting.

ARTICLE 9 – ASSIGNMENTS, VACANCIES, AND TRANSFERS

9.01 Assignment and Transfer

The assignment or transfer of staff members shall be based primarily on the needs of the students and the instructional program. It is recognized, however, that staff member satisfaction with assignments may be expected to have a significant impact on morale and the effectiveness of the total educational program. Therefore, staff members will be

assigned on the basis of a collective analysis of seniority, qualifications, the needs of the District, and their expressed desire, pursuant to the following guidelines:

9.02 Definitions

- A. A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.
- B. A voluntary transfer shall be defined as a staff member initiated reassignment.
- C. An involuntary transfer shall be defined as a Central Office initiated reassignment of an employee.
- D. Home School shall be defined as the primary assigned building for an employee assigned to one or more buildings.
- E. A vacancy shall be defined as any position in the bargaining unit which is not filled resulting from:
 - 1. An employee's leaving employment as a result of a termination, resignation, non-renewal for cause, or death.
 - 2. An employee's transfer to another bargaining unit position.
 - 3. An employee's assuming a non-bargaining unit position.
 - 4. An employee's leave of absence for more than ninety (90) working days, and it is not specifically provided for in the Contract that the employee retains the right to return to the same position.
 - 5. The creation of a new bargaining unit position.
- F. The Displaced List shall be defined as those staff members who have been displaced from their current assignment in accordance with Section 9.04 of this Article. The Displaced List does not give members preference for vacancies over more senior members not on the Displaced List. Bargaining Unit Members on the Displaced List, including those administratively assigned to part-time tutor positions, maintain all bidding and recall rights.
- G. Seniority shall be as defined in Article 8 of this Agreement.
- H. Building realignment shall be defined as any such change in the configuration of classroom, grade level, and subject area class within a given building. This includes, but is not limited to, Title positions. Building realignments shall be determined by the Administration prior to Reduction-in-Force procedures (as found in Article 10 of this Agreement) being set into motion so that all available positions can be offered to qualified staff.

- I. Posting shall be defined as written notification of the vacant position to the Association president and bargaining unit member(s).
- J. An interim vacancy shall be defined as a vacancy that occurs after the first teacher work day of the school year.

9.03 General Procedure

- A. Except as stated herein, nothing shall be construed as limiting the district's ability to advertise, interview, and employ, for any position, individuals not currently holding a contractual position with the Sandusky City Schools.
- B. Annually each staff member will receive and complete an employment questionnaire that requests information concerning the staff member's objectives for the forthcoming school year in such areas as continuation in present position, transfer to a new position, resignation from the school district, retirement or indefinite plans, and an opportunity to request an individual interview where appropriate.
- C. The administration will notify staff members of their tentative assignment for the next school year by the last teacher work day of the current school year.
- D. All teacher transfers and assignments involving positions with the Junior High School core curriculum (i.e. math, science, etc.) shall only be filled with teachers having a 7-12 or 4-9 certification/licensure for the specific subject matter of the core curriculum. All bargaining unit members employed as of August 2002 will be exempted from this provision.
- E. Vacancies shall be posted within ten (10) business days of the position vacancy approval by the Board or other circumstance creating a vacant position. No posting shall begin during a scheduled break within the school year. Postings shall continue through the summer break. The last day for a vacancy to be filled by a current bargaining unit member will be July 1. After July 1, staff members may be administratively assigned according to their intent forms, seniority, and in-place licensure. Such administrative assignments, excluding involuntary transfers, will be made after discussion with the affected staff member.
- F. In the event that a building closing and/or realignment will occur, the Board shall give written notice to the Association by May 1st of the current school year.
- G. Any teacher who is transferred shall be provided boxes with which to pack his/her own materials and the district-owned materials to be transferred. These boxes shall subsequently be delivered by the Board to the newly assigned classroom at least ten (10) days prior to the start of the assignment.

9.04 Involuntary Transfers

- A. The least senior teacher in the grade level or subject area in a building affected by a building realignment shall be placed on the Displaced List. Involuntary transfers shall not be arbitrary or capricious. Any teacher involuntarily transferred shall be given written reason(s) for such transfer.
- B. All transfers of unassigned and displaced staff will be to a Displaced List.
- C. If funding is reinstated, any teacher who has been involuntarily transferred due to possible lack of funding for their current position (i.e. Title I positions, etc.) shall be returned to the position from which they have been involuntarily transferred. If the teacher has accepted another vacant position while on the displaced list, that position shall be posted again and filled in accordance with Section 9.05 of this Article.
- D. Interim vacancies will be filled with the most senior displaced qualified bargaining unit member currently drawing a teacher salary through Title I funds. The displaced bargaining unit member's position will be filled by one or more former bargaining unit member(s) on the Recall List, if one exists and is qualified for the position. The recalled bargaining unit member(s) will be subject to the Reduction-in-Force procedure, should no position(s) remain available for them in the following school year. If no displaced bargaining unit members exist, or are qualified to fill the interim position, the Recall Procedure will be implemented. If no former bargaining unit members on the Recall List exist, or are qualified or available to fill the interim vacancy, a new teacher may be hired to fill the interim vacancy. Said newly hired teacher will be moved to the Displaced List at the conclusion of the school year so that the vacancy can be filled under the terms of this agreement.
- E. If the building realignment process must be enacted, seniority will determine which teacher(s) are displaced from classroom positions into Title I positions. The least senior classroom teacher in a position for which the originally displaced teacher is qualified through certificate or license, shall be placed onto the Displaced List and administratively placed into a Title I position, while maintaining their teacher salary. Any ties in seniority shall be broken according to the distinctions/qualifications listed in 9.05, B2. The more senior, originally displaced teacher may either accept the vacated classroom position or may elect to accept the Title I position instead, with the understanding that their teacher salary will be changed to Title pay.

9.05 Voluntary Transfers

- A. All bargaining unit positions which become vacant shall be posted for a period of five (5) work days, unless emergency conditions preempt said posting as waived in written concurrence of the Association president. Posting shall be defined as written notification of the vacant position to the Association president, with notice of the vacant position being sent to bargaining unit member(s). All bargaining

unit members may bid on all postings, except those members who have been awarded a bid in the previous six (6) months of the posting.

B. Position vacancies will be posted on the basis of assignment, required certification/licensure, and qualifications and filled as follows:

1. Those bargaining unit members who are administratively assigned from the Displaced List (who did not accept a position while on the Displaced List) will not be considered as having been awarded a position under the bid provisions, and will be eligible to bid on and be awarded one position under the bid procedures. Those teachers who accept a position while on the Displaced List will be regarded as having accepted a bid award.
2. Seniority, certification/licensure past experience, and contract status will collectively determine the filling of vacancies. If two or more bargaining unit members bid on the same position, the filling of vacancy will be based upon the following order of qualities or distinctions:
 - a. Possession of appropriate current certification/licensure. Proper credentials must be on file with the district administrative office at the time of bidding.
 - b. Seniority. The most senior staff member, according to the district seniority list, shall be awarded the bid. (See 8.02)
 - c. Grade-level/subject-area experience. The most experienced (within the specific assignment) staff member will be awarded the bid.
 - d. Contract Status. The possession of continuing contract status shall result in the award of the bid over a staff member on limited contract status.

9.06 Voluntary Reassignment Opportunity

Beginning August 1 and ending 10 work days prior to the 1st teacher work day of the school year, classroom teachers may offer to transfer to a vacant position, for which they are licensed, to allow a teacher whose position has been reduced to be assigned to a position for which he/she is licensed to teach.

The newly created vacant position would not be subject to the posting procedures outlined in Article 9.04 and 9.05.

The procedure will occur as follows:

1. Administration will notify staff members of any remaining reduced staff members and any remaining vacancies, for which reduced staff member(s) are not qualified to accept.

2. Interested classroom teachers will make their intent to volunteer for a change in teaching assignment for the purpose of preserving a fellow bargaining unit member's position in writing within 5 days of Administration notification of the opportunity.
3. Administration and Association leaders will review the situation and ensure that all requirements for the application of this contract language are met.
4. Once Administration and Association leaders and effected staff members have reached consensus, administrative assignments of the staff members will occur.
5. The classroom teacher making this voluntary move will receive up to three days worth per diem rate stipend (according to their current position on the salary schedule) as compensation for the additional work involved in voluntarily changing assignments. Work days must be scheduled with the building principal and worked within the two weeks prior to the start of the new school year in which the change of teaching assignment takes place.

9.07 Involuntary Reassignment After the Start of the School Year

Any teacher involuntarily reassigned after the start of the school year shall receive two (2) professional leave days prior to the effective date of the reassignment for classroom preparation and shall be paid an additional Five Hundred Dollars (\$500.00) within thirty (30) days after the effective date of the reassignment.

ARTICLE 10 – REDUCTION IN FORCE

10.01 Staffing

The number and type of teacher positions required to implement the district's educational program will be determined annually by the Superintendent and reviewed by the Board of Education.

10.02 Definition

A Reduction in Force (RIF) shall be defined as the reduction of or decrease in the number of bargaining unit positions employed by the Board.

10.03 A Reduction in Force May Occur Only for the Following Reasons:

- A. Financial reasons.
- B. Decreased enrollment.
- C. Return of teachers from leaves of absence.
- D. Suspension of schools or territorial changes.

10.04 Association Notification

- A. When the Superintendent intends to recommend a reduction in force to the Board of Education, he shall notify the Association at least thirty (30) days in advance of the Board meeting at which such recommendation is made. The notification shall include the reason(s) for the RIF; the number of position(s) within the area(s) of certification/licensure affected; the individuals affected, if known; the date of the Board's meeting at which the RIF will be considered, and the effective date of the RIF.
- B. Representatives of the Board shall meet and review the reasons for the proposed RIF and its impact if requested by the Association within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives, unless such a date is mutually extended.

10.05 Implementation of Reduction in Force

- A. Reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.
- B. In implementation of a reduction in force, seniority shall not give preference to any teacher, except when making a determination between teachers who have comparable evaluations. All teacher evaluations shall be considered equivalent and comparable until the parties have adopted and implemented a new evaluation system effective with the 2014-2015 school year. Any ties in seniority shall be broken according to the distinctions/qualifications listed in section 9.05(B)(2).
- C. Teacher(s) shall be displaced from classroom positions into Title I positions. A classroom teacher in a position for which the originally displaced teacher is qualified through certificate or license, shall be placed onto the Displaced List and administratively placed into a Title I position, while maintaining their teacher salary. An originally displaced teacher may either accept the vacated classroom position or may elect to accept the Title I position instead, with the understanding that their teacher salary will be changed to Title pay.
- D. If additional reductions are necessary, limited contract teachers shall be laid off before continuing contract teachers.
- E. Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
- F. A teacher to be laid off due to a RIF shall be given thirty (30) days advance written notification prior to the effective date of the RIF. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reason for RIF, the effective date of the contract suspension, and the date of the Board's action to implement the RIF.

- G. No new hire shall be employed in a bargaining unit position within an area of certification or license held by a teacher on the recall list, until all teachers on the recall list within that area of certification or license have been offered the position.
- H. No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- I. Work previously performed by a teacher whose contract has been suspended by an implementation of a RIF shall not be subcontracted.
- J. While on layoff, a teacher will have the option to remain an active participant in the insurance programs provided in this agreement by paying the full amount of the premiums to the Treasurer's office at least thirty (30) calendar days in advance of the monthly premium due date.
- K. Teachers on the recall list will be given preferential treatment as substitute and part-time teachers. However, acceptance or refusal of such positions shall not disqualify any teacher from the recall rights specified herein.

10.06 Recall Rights

- A. Laid off teachers shall be recalled in reverse order of layoff to available bargaining unit positions for which they are certified or licensed.
- B. Notice of recall will be given by certified and regular mail to the last address given by the teacher to the Superintendent's office. A copy of the notice of recall shall be given to the Association. The teacher shall have five (5) days after the date of receipt to accept the offer of recall. Failure to notify the Superintendent of the acceptance of recall within this time period shall result in the teacher being removed from the recall list. For purposes of this section only, "days" means days the Board office is open for business.
- C. A teacher who has been laid off shall remain on the recall list for a period of two (2) years unless he/she is recalled, fails to accept recall to a position for which he/she is certified or licensed, fails to respond to the recall offer within the time provided in Section 10.06 B above, waives his/her recall rights in writing, resigns, or retires under Ohio State retirement system.

ARTICLE 11 – NONRENEWALS AND TERMINATIONS

11.01 Termination of Contract

All terminations of contracts will be in accordance with O.R.C. Section 3319.16.

11.02 Nonrenewal of Limited Contract

- A. Teachers who are not to be reappointed shall be notified in writing by the Superintendent of his/her intent to recommend nonrenewal of the teacher's contract to the Board at least five (5) days prior to official action of the Board and the reasons for the recommendation.
- B. Teachers with more than three (3) completed years of continuous experience in the Sandusky City School District shall only be nonrenewed for just cause.
- C. Nothing contained in this Article shall abridge the Board's right to terminate the services of teachers employed by the Board to fill a vacancy caused by another member who is on leave of absence for sixty (60) or more contractual days upon that member's return to service.
- D. This Article shall supersede the provisions of O.R.C. 3319.11 and O.R.C. 3319.111, which shall not apply to members of the bargaining unit. Teachers with three (3) or fewer years of service are probationary employees; however, they shall nevertheless be evaluated in accordance with this Agreement.

ARTICLE 12 – TEACHER EVALUATIONS

12.01 Purpose

The purpose of the Program for Appraisal of Certificated/Licensed Staff is threefold:

- A. To provide a systematic process whereby each staff member may improve the effectiveness of his/her areas of competency and services to students.
- B. To provide a systematic, cooperative process to review the strengths and weaknesses of individual staff members and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.
- C. To provide information that will be used as a factor in the determination of employment status. It is clearly understood between the parties that pursuant to O.R.C. 4117.10 (A), this Article and the procedures contained herein shall supersede and replace O.R.C. 3319.111.

12.02 Procedures

- A. Staff members in the year in which their limited contract expires will be briefed by the administrator on appraisal goals and procedures before November 1. A pre-conference briefing by the Administrator will be held if the staff member requests such in writing to the Administrator on or before September 30. Teachers who are on limited contracts shall be evaluated annually. Teachers who

are on continuing contract status shall be evaluated at least once every three (3) school years.

- B. Each evaluation shall consist of at least two (2) classroom observations of at least thirty (30) minutes duration. Teachers shall be provided with the teacher observation form and the observation shall be discussed with the teacher.

The evaluation administrator shall conduct a post-evaluation conference with the teacher at which the appraisal/evaluation instrument will be given to and discussed with the teacher. If either the teacher or evaluator is absent from work, all timelines shall be automatically extended by the number of days of the absence.

- C. 1. Bargaining unit members employed for three (3) or fewer years

Bargaining unit members employed for three (3) years or fewer shall have at least two (2) formal evaluations each year. The first evaluation shall be completed by January 15th, with the appraisal/evaluation instrument being given to the member by January 25th. The second evaluation shall be completed between February 10 and April 1, with the appraisal/evaluation instrument being given to the member by April 10.

- 2. Bargaining unit members with more than three (3) years teaching and limited contracts

Bargaining unit members who have been employed for more than three (3) years and who are on limited contracts (non-tenured contracts) shall be evaluated at least once annually. The evaluation shall consist of two (2) classroom observations and it shall be completed by April 1, with the appraisal/evaluation instrument being given to each member by April 10.

- D. Additional observations of staff members may be held at the request of either the administrator or staff members if deficiencies are noted. Such requests by staff members must occur within three (3) contract days after receipt of an evaluation instrument in which deficiencies are noted. A post-conference will be held within ten (10) contract days following each formal observation.

- E. The staff member may respond to the written appraisal in writing. This response shall then be attached to the written appraisal and be placed in the staff member's personnel file and must be submitted within twenty (20) days after receipt of the written appraisal.

- F. The staff member shall be made aware of any problems or deficiencies within fifteen (15) contract days after such problems or deficiencies are noted by the administrator. The administrator shall provide the teacher specific written approaches for appropriate improvement through a detailed action plan following each evaluation. Prior to the implementation of the action plan, the administrator

shall discuss with the teacher strategies and activities identified on the Plan for Improvement Form (Exhibit D-4).

- G. All action plans for improved performance and correcting cited deficiencies shall be presented to the staff member on Plan for Improvement Form (Exhibit D-4).
- H. Only procedural compliance with the evaluation procedure may be grieved. The substance or the conclusions of the evaluation process cannot be grieved.
- I. Non-renewals of limited contracts shall be initiated only following the completion of the evaluation procedure under this Article.

12.03 Appraisal Documents

A. Self-Evaluation

Teachers shall have the option of submitting a self-evaluation on the approved form (See Exhibit D-3). If used, this form shall be submitted to the administrator at the summative evaluation conference and become a part of the evaluation on file.

12.04 Contractual Status

The Appraisal Process of the Sandusky City Schools shall serve as a significant factor in decisions relating to contractual status.

12.05 Job Descriptions

- A. A committee, composed of five (5) certificated/licensed staff appointed by the SEA and five (5) administrators appointed by the Superintendent, shall meet to formulate new bargaining unit position job descriptions and review existing job descriptions as modifications become necessary.
- B. Teachers will receive current negotiated job descriptions no later than the fifth day of school. Job Description Booklets shall be kept in the main building office for teacher review. Revisions and updates will be distributed within five (5) school days after printing.

ARTICLE 13 – FRINGE BENEFITS

13.01 Health Benefits Board

The parties agree to establish a Health Benefits Board consisting of three (3) Administrators and three (3) members appointed by the President of the SEA who may meet as needed. The votes of this Health Benefits Board will be equally divided between the Association members, who will represent the interests of their membership, and Administrators, who will represent the interests of the Board of Education. After

ratification, the Health Benefits Board is empowered by the Board of Education and Association, to take such actions necessary as a Health Benefits Board to provide medical, dental, prescription drug and vision insurance to representative employees at funding levels determined by the Health Benefits Board.

- A. The Health Benefits Board will operate utilizing the principles of consensus decision making, exercising due diligence, and reviewing, within a reasonable period of time, all options, data, and member views before decisions are made. In the event consensus cannot be reached, a minimum two-thirds vote of all identified Board members will be required to approve the actions of the Health Benefits Board.
- B. The Health Benefits Board will determine additional courses of action that will be necessary to provide health benefits including competitive bidding for health insurance services and address the increased cost of employee usage of health benefits.
- C. The Health Benefits Board will be responsible for maintaining a positive Health Insurance Account Balance under the agreed upon balance funding levels for each year.
- D. The SEA further agrees that any other bargaining unit working in the Sandusky City Schools who enters into a similar agreement with the Board may become a part of the Health Benefits Board. If and when this happens, the total number of votes of the Health Benefits Board will remain equally divided between the Administration and the Associations such that the total number of Association votes equals the total number of votes held by the Administration.
- E. The Board shall pay its full Board percentage for all bargaining unit members working seven (7) or more hours. Employees working less than seven (7) hours shall be eligible for a prorated portion based on a percentage of seven (7) hours worked of the Board's contribution.

13.02 Life Insurance

The Board shall provide each regular full-time teacher with a \$25,000 term life insurance policy. Teachers will have the option of purchasing additional life insurance at teacher's expense which, if exercised, will be deducted from teachers' payrolls under guidelines established by the insurance carrier.

13.03 Liability Insurance

The Board will provide each teacher with \$100,000 professional liability insurance coverage, except that teachers who carry liability insurance with OEA shall have that insurance carrier designated as the primary insurer.

13.04 Disability Insurance

The Board will provide each teacher with the opportunity to purchase Short and Long-term Disability Insurance at a group rate which will coordinate with sick leave and disability retirement programs on a voluntary basis via payroll deduction.

13.05 Retirement

All teachers shall be participants in the State Teachers Retirement System.

A. Eligibility

The Board shall pay, upon retirement or death, severance pay to each teacher who qualified for age and service retirement under the State Teachers Retirement System or to the teacher's estate. Retirement severance pay shall be paid only for those individuals who at the time of retirement or death are/were employed by the Sandusky City Schools for a minimum of five (5) years at the time of retirement or death and who have retired from STRS.

B. Computation

1. For teachers employed prior to July 1, 2004, retirement severance pay shall be paid on the basis of retirements at the rate of sixty-five (65) days. Said retirement severance pay shall be computed on the basis of the number of days in the teacher's contract year for the last full year prior to retirement or death and shall not include compensation paid for "extra duties" under any supplementary contract that may have been in effect at the time of, or prior to, the effective date of retirement. Also, such teachers may make an irrevocable election in writing to receive the benefits prescribed in Section 13.05, B.2 below.
2. For teachers employed on or after July 1, 2004, retirement severance pay shall be paid on the basis of retirements at the rate of twenty-five percent (25%) of accrued but unused sick leave up to a maximum of seventy-five (75) days. Also, such teacher shall receive an additional severance benefit of ten percent (10%) of all unused sick leave over three hundred (300) days. Said retirement severance pay shall be computed on the basis of the number of days in the teacher's contract year for the last full year prior to retirement or death and shall not include compensation paid for "extra duties" under any supplementary contract that may have been in effect at the time of, or prior to, the effective date of retirement.

C. First Opportunity Retirement Incentive

In addition to the severance payment provided in Subsections A and B above, individuals who attain the STRS retirement eligibility qualification of thirty (30) years of service or sixty (60) years of age with a minimum of five (5) years in district employment, and who submit their retirement resignation (disability

retirement does not qualify) by April 15th and retire by July 1st shall receive a lump sum payment equaling twelve percent (12%) of the unused sick leave of that employee at the time of retirement, with computation of the teacher's per diem rate of pay as in "B" above or thirty (30) days, whichever is larger. Those bargaining unit members who qualify for the retirement incentive must notify the Treasurer not later than April 15th in their last year of employment eligibility to receive the first opportunity retirement incentive. Failure to notify the Treasurer by April 15th shall disqualify the bargaining unit member from the first opportunity retirement benefit. A teacher who submits a retirement resignation may have said resignation revoked upon showing of justifiable cause to the Superintendent.

D. Application and Payment

- I. This retirement severance payment and the first opportunity retirement incentive payment shall be paid in one installment(s) to any teacher eligible by reason of retirement. The payment shall be made during the first month of January following the teacher's effective date of retirement. Requests for retirement severance pay shall be made in writing to the Treasurer of the Board at the time of retirement. Prior to making such payment the Treasurer shall have evidence that the teacher to receive payment is in a status of retirement. Payment of retirement severance pay shall be considered to eliminate all sick leave credit accrued by the teacher at the time of retirement. In the event of the death of an eligible employee, severance pay as outlined in "A" above shall be issued with the final payment of accrued wages.

13.06 Professional Improvement Fund

The Board shall appropriate One Hundred Thousand Dollars (\$100,000) for each year of the Agreement towards a Professional Improvement Fund which shall be used for the partial reimbursement of tuition costs incurred by members of the bargaining unit who engage in advanced study which will be of benefit to the school system. Awards from the fund shall be granted in accordance with rules and regulations approved by the Board at the rate of Three Hundred Fifty Dollars (\$350.00) per semester hour or the actual cost, whichever is less, not to exceed six (6) semester hours or Two Thousand One Hundred Dollars (\$2,100.00), whichever is less. Any laid off employee shall maintain reimbursement eligibility for coursework approved and completed prior to being laid off.

13.07 Tuition-Free Enrollment

- A. SEA bargaining unit members shall have the additional benefit of Tuition-Free Enrollment for Children of Full-Time Employees. However, when an open-enrollment option exists, such students are only entitled to use the open-enrollment option. The Ohio Revised Code provides that Boards of Education may adopt policies allowing children of their full-time employees to attend their respective schools tuition free. The Board of Education agrees to make every

effort to allow children of teachers to attend their school of choice in the school district tuition-free subject to the following stipulations:

1. That said child's enrollment shall not violate the district's class size policy outlined in the negotiated agreement. If said child's enrollment impacts the class size policy, the teacher (parent) of the student agrees to pay the class size stipend to the Board of Education.
2. The teacher (parent) must indicate to the Sandusky Board of Education prior to July 1st of any given year that their child and/or children will be attending the Sandusky Schools the following year.
3. Once the child has been accepted and enrolled, the Board of Education agrees to retain said child until he/she withdraws or graduates.
4. The Board agrees to waive the July 1st notice if by doing so they can add to their ADM count prior to October 10th of any given year.
5. The Board of Education agrees to accept all applicants as outlined above, unless such acceptance on their part would require them to alter a facility or hire an additional staff person.

ARTICLE 14 – SALARY SCHEDULE AND PAYROLL

14.01 Payroll

All teachers shall be paid the amount stipulated in their contracts in twenty-six (26) bi-weekly installments by direct deposit per contractual school year on Wednesdays. Compensation for services rendered to the school district will not be paid prior to the service having been rendered. Due to the nature of a five or six year cyclical calendar phenomenon the payroll schedule could exceed the stipulated twenty-six (26) bi-weekly installments per contractual school year. When this situation arises, administration and Association will meet and mutually agree to modify the installment disbursement to cause a realignment of balanced installments per contractual school year.

14.02 Salary Schedules

INDEX FOR TEACHERS SALARY SCHEDULE

	<u>NONDEGREE</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>Tutor</u>
Step 0	0.8350	1.0000	1.0400	1.0800	1.1200	1.1600	1.2000	1.1274
Step 1	0.8660	1.0450	1.0860	1.1270	1.1680	1.2090	1.2500	1.1274
Step 2	0.8970	1.0900	1.1320	1.1740	1.2160	1.2580	1.3000	1.1274
Step 3	0.9280	1.1350	1.1780	1.2210	1.2640	1.3070	1.3500	1.1274
Step 4	0.9590	1.1800	1.2240	1.2680	1.3120	1.3560	1.4000	1.1274
Step 5	0.9900	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.1274
Step 6	1.0210	1.2700	1.3160	1.3620	1.4080	1.4540	1.5000	1.1763
Step 7	1.0520	1.3150	1.3620	1.4090	1.4560	1.5030	1.5500	1.1763
Step 8	1.0830	1.3600	1.4080	1.4560	1.5040	1.5520	1.6000	1.1763
Step 9	1.1140	1.4050	1.4540	1.5030	1.5520	1.6010	1.6500	1.1763
Step 10	1.1450	1.4500	1.5000	1.5500	1.6000	1.6500	1.7000	1.1763
Step 11	1.1450	1.5450	1.5960	1.6470	1.6980	1.7490	1.8000	1.1763
Step 12	1.1450	1.5900	1.6420	1.6940	1.7460	1.7980	1.8500	1.1763
Step 13	1.1450	1.6350	1.6880	1.7410	1.7940	1.8470	1.9000	1.1763
Step 14	1.1450	1.6800	1.7340	1.7880	1.8420	1.8960	1.9500	1.1763
Step 15	1.1450	1.7250	1.7800	1.8350	1.8900	1.9450	2.0000	1.1763
Step 16	1.1450	1.7700	1.8260	1.8820	1.9380	1.9940	2.0500	1.1763
Step 23	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 25*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 27*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 29*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763

*Steps 25, 27, and 29 include longevity pay paid pursuant to Section 14.13 of this Agreement.

The base salary increase for the one-year agreement will be as follows:

<u>Effective Date of Increase</u>	<u>BA-0 Base Percentage Increase</u>	<u>BA-0 Base Salary</u>
2013-2014 School Year	0%	\$35,516

Tutor and Mentor are increased the same percentage and at the same time as the BA-0 Base Salary.

14.03 STRS Contributions

The Board shall designate each employee's contributions to the State Teachers Retirement System of Ohio as "picked up as a salary reduction."

14.04 Increases Due to Additional Training

Any teacher eligible for an increase in salary due to additional training shall file an official transcript in the Superintendent's office indicating credit for additional course work completed. Transcripts shall be filed not later than September 15 for salary adjustments to be effective at the start of the school year, and not later than January 15 for salary adjustments to be effective at the start of the second semester of the school year.

Salary adjustments shall be acted upon by the Board not later than the next regular meeting after the dates specified above and salary notices shall be sent to each teacher granted said salary adjustments.

14.05 Supplemental Salary Schedules

The current supplementary salary schedules' index in effect is set forth in the Appendix. The index refers to the beginning bachelor degree salary in effect. If the Board fills the positions listed on the supplementary salary schedules' index, teachers who fill those positions will be paid according to the index set forth in the Appendix. A teacher who fails to fulfill or substantially complete his/her duties under a supplemental contract, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which he/she fulfilled the duties.

The SEA and Superintendent shall each appoint three (3) members to a standing Extracurricular Activity Committee, not later than November 1, 2002. The first priority of the committee shall be to collaboratively create job descriptions for each of the supplemental contracts. The job descriptions shall be completed by June 1, 2003, in time for distribution to staff prior to the award of the bids for the 2003-2004 school year. Further, it shall be the committee that reviews requests for additions/deletions/modifications to the supplemental contract list, within budget parameters defined annually.

The following guidelines apply to placement on the supplemental salary schedule:

- A. The salary range for all coaching positions will consist of four (4) levels.
- B. Coaching experience may be recognized at the time of entry into the Sandusky City School System. Subsequent promotions to higher paying coaching positions in the Sandusky City Schools Athletic Programs, however, will result in the person starting at the first level in the new assignment.
- C. After the eighth (8th) year in the same coaching position, a head coach will receive a longevity increment of \$200 and an assistant coach a longevity increment of \$100 above the regular salary schedule.
- D. After the thirteenth (13th) year in a head or assistant coaching position, coaches shall receive a \$500 and \$250 longevity stipend, respectively, over the regular salary schedule each year.
- E. The salary range for most non-athletic supplementals will consist of four (4) levels. Some positions will be compensated by a flat stipend.
- F. For the 2007-2008 school year all supplements to be increased by 2-3/4% on the BA base according with Section 14.05.

14.06 Extended Service

Teachers assigned duties related to their regular contract duties prior to the beginning of and subsequent to the regular teacher calendar year shall be compensated at a rate in proportion to their regular salary.

14.07 Tutors

- A. All Title I positions that become vacant shall be filled by a tutor with reading training, or the tutor will receive appropriate reading training provided by the District. Tutors shall be subject to the Negotiated Agreement, except as listed herein.
- B. Tutors will be employed under a one (1) year limited contract on an as needed basis. The limited contract under which a tutor is employed shall not be non-renewed, but shall automatically expire on the date listed therein. Teachers with a continuing contract will not be affected by this provision. The provisions of O.R.C. 3319.11 and O.R.C. 3319.111 shall not apply.
- C. As used herein, "tutor" means an employee under contract with the Board employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate/license.
- D. Tutor seniority and teacher seniority shall follow the guidelines stipulated in Article 8.
- E. Tutors who work a full teacher's day shall be entitled to conference time and a duty-free unpaid lunchtime. Full-time tutors shall be entitled to bid on teacher positions. Insurance benefits for 3.5 hour tutors will be not more than single coverage at the negotiated percentage of Board contribution, with an equivalent amount applied to the cost of family coverage with the bargaining unit member paying the difference.
- F. Part-time tutors shall not be entitled to conference time, paid lunch time, bidding on teacher positions postings, continuing contracts, and insurance benefits.
- G. All tutors will be subject to the reduction in force provisions of this contract, except that the contract of tutors and hours of work may be reduced or suspended due to a reduction in funding for the program to which the tutor is assigned.
- H. The years of service as a tutor shall count towards placement on the teacher's salary schedule.
- I. Tutor hourly rates shall be indexed to the BA-0 Base Salary.
- J. The Administration shall employ Title I tutors for a minimum of 3 ½ hours per day. Tutor assignments may be awarded by the Administration to qualified teachers holding appropriate certification with a preference for reading and/or

math certification and experience for hourly supplemental compensation at the tutor rate for less than two (2) hours per day, with the teacher completing an equivalent length extended day as a result of performing supplemental tutor duties as assigned by the Superintendent.

- K. A job description for Title I tutors shall be cooperatively developed by the Administration and SEA. The SEA and Administration shall collaborate in implementation and development of the Title I tutor program. SEA and Administration shall both appoint committee members.
- L. Title I tutors' responsibility shall be to the reading and math programs. Title I tutors shall not be used outside the Title I program until all their Title I duties are completed.
- M. Title I tutors may be scheduled to work outside the normal teacher work day, except that Title I tutors' hours of work shall not exceed the hours of work established by this Agreement for teachers.
- N. A survey will be conducted at the conclusion of each school year to assess the strengths, weaknesses of the tutor program and solicit suggestions for improvement.
- O. The SEA and Board of Education agree to apply all the negotiated language provisions of Tutors and Title I tutors to the employment of the Title IIA Team Teachers. Furthermore, it is agreed that under Title I and IIA guidelines, such Title I and IIA Team Teachers will teach any subject that is in alignment with the core curriculum academic content standards in the classroom.
- P. If a teacher is administratively placed into a Title position, that teacher will be paid according to the teacher's salary schedule based on years of experience and education. If a teacher is offered a position outside the Title position and refuses to accept that position, the teacher will follow the Title hourly schedule.

14.08 Payroll and Dues Deductions

- A. Any member of the Association may have his/her periodic dues, initiation fees, and assessments of membership deducted from his/her pay twice each month (starting in November) for a period of ten (10) months upon presentation of a written deduction authorization signed by the teacher on or before November 1st of any year the teacher begins payroll deductions under this Agreement. Such authorization will remain in effect until written notice of discontinuation has been filed by the teacher with the Board's Treasurer.
- B. Any teacher may have his/her contribution to a tax-deferred annuity, the Credit Union, FCPE, United Way, YMCA membership, and the Board approved Disability Insurance deducted from his/her pay upon presentation of a written deduction authorization signed by the teacher, in accordance with the rules and regulations approved by the Board. The enrollment periods and funding level

changes for said annuities shall be limited to September 1st – September 30th, December 1st – December 31st, and March 1st – March 31st.

- C. The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of members' deductions.

14.09 Fair Share Fee

- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Sandusky Education Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Said deduction of the fair share fee shall be effective with the beginning of each school year.
- B. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or before September 15 of each year during the terms of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 31 until the second paycheck.
- D. The Treasurer of the Board shall, upon verification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- G. 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.

- H. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 2. The Association reserves the right to designate counsel to represent and defend the employer.
 3. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a part if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- I. Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee.

14.10 Tax-Deferred Annuities

Teachers shall have the opportunity to purchase tax-deferred annuities, subject to the rules and regulations developed by the administration and as approved by the Board.

14.11 Expense Reimbursement

- A. Teachers who incur expense in carrying out their authorized duties shall be reimbursed upon submission of a properly filled out and approved voucher and such supporting receipts as are required by the Treasurer. The Board will pay full cost of tuition and fees for approved courses, workshops, seminars, inservice training sessions or other programs which a teacher is required to take by the administration.

Teachers taking courses required for maintaining certification/licensure in assigned areas may be reimbursed from the Professional Improvement Fund as provided in Article 13, Fringe Benefits.

- B. In order to be reimbursed, such expenses will be approved if incurred in line with budgetary allocations for the specific type of expense.

- C. When official travel by personally owned vehicle has been authorized by the Superintendent, mileage payment shall be made at the rate currently authorized by the Board.
- D. The rate of reimbursement for mileage payments shall be adjusted to the then current rate allowed by the U.S. Internal Revenue Service to be effective on the first of the month after the announcement date or effective date of the change, whichever is later.

14.12 Career and Technical (Vocational)

A. SALARY PLACEMENT SCALE FOR VOCATIONAL TEACHERS WITHOUT B.A. DEGREES HIRED BEFORE JULY 1, 1998, STILL ON CERTIFICATES/LICENSES

TEACHER PREPARATION + VOCATIONAL CERTIFICATION/LICENSURE
= TEACHER EQUIVALENCY

Less than bachelor degree	temporary vocational certificate/license	bachelor
Less than bachelor degree	4 year provisional vocational certificate/license (27 qtr. hrs. voc. training plus	bachelor
Less than bachelor degree	8 year professional vocational certificate/license (27 qtr. hrs. of additional training plus 27 mo. additional teaching experience)	bachelor plus 12
Less than bachelor degree	8 year professional vocational certificate/license (additional 74 qtr. hrs.)	bachelor plus 24
Bachelor degree	permanent vocational certificate/license (additional 45 mo. teaching exp.)	masters

B. SALARY PLACEMENT SCALE FOR VOCATIONAL TEACHERS WITHOUT B.A. DEGREES UNDER LICENSURE

All vocational teachers must hold a valid vocational license.

<u>Salary Level Equivalency</u>	<u>Requirements</u>
Bachelor	Seven (7) years of experience in content area
Bachelor + 12	Total of 36 semester hours toward vocational degree: 45 months of teaching
Bachelor + 24	Total of 85.3 semester hours toward vocational degree: 45 months of teaching
Masters	Bachelors Degree; or Total of 85.3 semester hours toward vocational degree and 90 months of teaching

All requirements (semester hours, teaching months) are earned after the issuance of a valid (non-substitute) license.

C. CREDIT FOR NON-EDUCATIONAL EMPLOYMENT EXPERIENCE

At the time of employment, credit for recent non-educational employment in the occupational area may be granted toward placement on the teacher's salary schedule. The type and length of the experience and its direct relationship to the area taught will determine the credit.

Before the non-educational employment can be considered, the teacher must submit, on company stationery, letters from each employer. The letters must designate the date of employment, job classification, and description of the job performed. If self-employment is to be considered the teacher must submit three (3) references from persons who can attest to his/her performance in the designated occupation.

1. General guidelines to be followed:
 - a. The first seven (7) years of related non-educational experience places the teacher at bachelors with no experience.
 - b. The remaining non-educational employment should be prorated at one-half year credit toward the teacher's salary schedule for each one year of non-educational employment. Credit for non-educational employment, teaching experience, and military service is not to exceed ten (10) years. Credit for military service shall not exceed five (5) years.
 - c. Non-degree teachers hired to teach vocational education programs should have their job experience and training evaluated by the Superintendent who will recommend to the Board of Education the initial placement of teachers on the teachers' salary schedule.
 - d. Vocational teachers hired with the minimum of a Bachelor's degree in their content area and are able to obtain a valid vocational license shall be placed at the appropriate level on the current in-place teacher salary schedule.
 - e. The same salary credit for placement and advancement on the salary schedule shall be granted for all professional nursing experience as is granted to teachers for teaching experience on the teacher salary scale.

14.13 Longevity Bonus

- A. Upon completion of twenty-five (25) and twenty-six (26) years of service, each teacher shall receive five hundred fifty dollars (\$550) in addition to the teacher's other compensation. Upon completion of twenty-seven (27) and twenty-eight (28) years of service, the longevity increment shall be increased to eight hundred twenty-five dollars (\$825). Upon completion of twenty-nine (29) years of service

and each year thereafter, the amount shall be increased to one thousand three hundred seventy-five dollars (\$1,375).

- B. Longevity pay shall be added to the teacher salary schedule and shall be paid with regular salary over twenty-six (26) pays.

ARTICLE 15 – WORKING CONDITIONS

15.01 School Facilities

- A. The Board shall provide adequate lunch, rest room, lounge, work, storage, telephone, and duplicating facilities for use by teachers of each building.
- B. School telephones may not be used for long distance calls except in the case of an emergency or for school business purposes and official Association business providing such phone calls do not interfere with school business and/or student teacher activities. Teachers shall pay any toll charges incurred for personal or Association business long distance calls.
- C. Each classroom shall have a working emergency call system to get assistance immediately.
- D. Every teacher in Sandusky City Schools shall annually have a classroom designated as his/her assigned teaching area for that year. Nothing herein shall preclude the Administration from assigning another teacher to an assigned teaching area. A teacher's assigned area for planning and conference periods shall be available and adequate for that teacher's use; this area shall be assigned by the building principal.
- E. Grade levels and departments shall receive supply, material, and equipment requisition forms no later than March 1 of each school year. Teachers shall fill out and return these forms as requested by the administration. No later than the first day of August, teachers may obtain a copy of the form which will indicate which items were ordered.

15.02 Health and Safety

- A. No member of the bargaining unit shall be required and/or expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Alleged violations shall be handled through PERRA and are not subject to the grievance procedure.
- B. No member of the bargaining unit shall be required to dispense or handle medication and/or administer first aid or other medical procedures. This provision does not apply to the certificated school nurse, coaches during athletic practices and events, the administering of Epipens for bee sting allergies, and the dispensing or handling of medication during field trips.

- C. Matters concerning the cleanliness of a school building shall be reported to the principal the same day and placed in writing within two (2) working days to the principal. The principal shall forward the written complaint to the custodial staff member and file a copy with the maintenance supervisor for appropriate action.

15.03 Smoke-Free Environment

- A. The Board and Association believe that tobacco smoke in the school and work environment is not conducive to good health. As an educational organization, the Sandusky City Schools must provide both effective educational programs and positive examples to students concerning the use of tobacco.
- B. Recognizing the negative impact on non-smokers, the Board and Association declare all public buildings and facilities operated by the Board to be officially designated smoke-free environments.

15.04 Complaints Against Bargaining Unit Members

If a parent or other member of the community makes an oral or written complaint about a teacher not involving a criminal matter, no record of such complaint may be placed in the teacher's files unless the Superintendent or designee, or building principal has first: (1) notified the teacher of the complaint and the identity of the complainant within five (5) work days; (2) held a meeting with the complainant, the teacher, and the Administration to resolve the complaint; (3) has met with the teacher to discuss the complaint and the teacher's response; (4) the parent or member of the public has reduced the complaint to writing, and the teacher may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous letters or information shall be disregarded; and (5) the written complaint is investigated and substantiated. The teacher shall be given a copy of such complaint.

These procedural steps shall not be required when accusations are made in accordance with O.R.C. 2151.421 requiring the reporting of injury or neglect of children nor in case of an official criminal investigation.

15.05 Employee Disciplinary Procedure

- A. No employee shall be disciplined except for just cause.
- B. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner, and to correct and document employee performance problems and to administer employee discipline in an appropriate manner.
- C. An employee may be disciplined for insubordination, neglect of duty, violation of rules, regulations, policies of the Board of Education, violations of leave provisions, or for violation of administrative policies or directives not in conflict

with the Negotiated Agreement or Board of Education policies. Normally, discipline shall be imposed in the following progression:

1. Verbal Warning – Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.
 2. Written Reprimand – (Within one (1) calendar year of Verbal Warning) – within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting the teacher may be represented by a representative of the Association of his/her choice. Written Reprimands shall be removed from the employee's file three (3) years from its placement.
 3. Suspension – (Within one (1) calendar year of Written Reprimand) – the Superintendent may suspend an employee without pay for up to three (3) work days.
 4. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
 5. At all steps of the disciplinary procedure, a bargaining unit member shall have the right to have an Association representative present.
- D. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
- E. Discipline will normally be progressive, but will be decided on an individual basis and the severity of the violation. Therefore, discipline may begin at any step of the discipline procedure which is appropriate to the severity of the disciplinary infraction.
- F. Fringe benefits shall remain in effect during the time of any suspension under this Article.
- G. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Level Four, Article 6.04 Grievance Procedure.
- H. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or abuse as defined by O.R.C. 2151.421.

15.06 Personnel Files

- A. The official personnel file of each employee shall be confidential to the extent provided by law and shall be maintained in the office of the Superintendent.
- B. An employee shall have access to his/her personnel file upon request. A representative of an employee shall have access to said employee's personnel file when said employee requests such access in writing to the Superintendent or his/her designee.
- C. Access to the personnel file of an employee by others shall be consistent with Ohio law.
- D. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file and the time and place of the scheduled review. When possible, the employee may review his/her file prior to this time and shall be given the opportunity to be present when his/her file is viewed, unless such review is during the teacher's scheduled activities (excluding planning and lunch times). Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347. If a teacher is not available to be present during another person's review of the teacher's personnel file, the teacher's SEA representative can serve in the teacher's place. If neither the teacher nor the SEA representative is available, nothing in this Article shall prevent the Administration from complying with a public records request.
- E. An employee shall be entitled to one (1) copy of any specific material(s) in his/her file upon written request. Additional copies of such materials shall be made at cost the employee.
- F. Materials obtained from anonymous sources shall not be placed in an employee's personnel file.
- G. Each employee shall have the right to indicate those documents and/or materials in his/her personnel file which he/she believes to be irrelevant, untimely, incomplete, and/or inaccurate. The employee shall have the right to request that the irrelevant, untimely, incomplete, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to attach a response to the document setting forth why he/she believes the material to be irrelevant, untimely, incomplete and/or inaccurate.
- H. The employee shall receive a copy of all materials placed in his/her file.

15.07 Drug Free Workplace

- A. No employee of the Sandusky City Schools while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.

- B. This Article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this Article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
- C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
- D. Unless an employee has been under the influence on the job, employees will be entitled to rehab interventions and all other rights which are established and set by state and federal law.

15.08 Sexual Harassment

It is the policy of the School District to ensure that the workplace is free of any form of sexual harassment. This policy is intended to make all bargaining unit members aware of this matter, to advise them of their behavioral obligations, and to inform them of their equal employment rights.

Under the Equal Employment Opportunity Commission's guidelines, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature are unlawful in the following instances:

- a. When a submission to such conduct is made either explicitly or implicitly a term or condition of employment.
- b. When submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual.
- c. When such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.
- d. Sexual may include but is not limited to:
 - 1. Unwelcome verbal harassment or abuse;
 - 2. Unwelcome pressure for sexual activity;
 - 3. Unwelcome sexually motivated or inappropriate patting, pinching or physical contact;

4. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational environment;
 5. Unwelcome behavior or words directed at an individual because of gender.
- e. Engaging in any sexual harassment will be considered cause for disciplinary action up to and including termination.

Under Title VII of the Civil Rights Act, employees have the right to raise the issue of sexual harassment without reprisal. It is strongly recommended that bargaining unit members who believe that they are subject to sexual harassment take the following steps, if possible:

1. Document the occurrences.
2. Confront the harasser and make it clear that the conduct is unwelcome.
3. Document any reprisal.
4. Notify the School District's designated Civil Rights Coordinator for investigation. Should the Civil Rights Coordinator be the harasser, report the matter to Superintendent or Assistant Superintendent.
5. Any disciplinary action that is a result of the above investigation will follow Article 15.05.

15.09 Experimental Programs

- A. The Sandusky Board of Education shall take no action to comply with the NO Child Left Behind Act of 2001 that affects the terms and conditions of the employment of bargaining unit members without negotiating those actions.

ARTICLE 16 – CLASS SIZE

- 16.01 Teachers in self-contained classrooms (K-6) shall have a maximum of twenty-six (26) students scheduled per class with no more than four (4) being permitted to enter any one classroom above the stated maximum.
- 16.02 Teachers in departmentalized classrooms (7-12) shall have a maximum of twenty-seven (27) students scheduled per class with no more than four (4) being permitted to enter any one classroom above the stated maximum.

- 16.03 If the maximum levels are exceeded the Superintendent may either compensate the affected staff member via an established stipend level or reassign student(s) to obtain a class size balance.
- 16.04 If the maximum levels are exceeded and a stipend is decided upon, the affected bargaining unit member will receive an amount equal to seventy-five dollars (\$75) per student per semester, to a maximum of one hundred-fifty dollars (\$150) per student per year.
- 16.05 In the 7th and 8th grade levels, bargaining unit members shall not exceed a total student contact in departmentalized classrooms in excess of one hundred fifty-six (156) students per day. In the 9th through 12th grade levels, bargaining unit members with five (5) teaching assignments shall not exceed a total student contact in departmentalized classrooms in excess of one hundred thirty-five (135) students per day. In the 9th through 12th grade levels, bargaining unit members with six (6) teaching assignments shall not exceed a total student contact in departmentalized classrooms in excess of one-hundred fifty (150) students per day.
- 16.06 Exceptions shall include homerooms, study halls, band, orchestra, and choir (including Glee Club). Reasonable effort will be made to equalize the number of students assigned to homerooms and study halls in order to avoid disparities. In grades K-6, special area classes of art, music, and physical education shall not exceed twenty-seven (27) pupils per class; and in grades 7-12 physical education shall not exceed thirty-eight (38) pupils per class. For each student exceeding the above numbers, a stipend of seventy-five dollars (\$75) shall be paid per semester.
- 16.07 Secondary (7-12) curricular section preparations (excluding Special Education) are set at a maximum of four (4) per semester. Any teacher scheduled for more than four (4) curricular section preparations per semester shall receive a stipend of one hundred-fifty dollars (\$150) per semester.
- 16.08 Mainstreamed students shall count in determining the class size maximums defined above.
- 16.09 Class size shall be calculated effective with the first full week in October and in the second full week in February.
- 16.10 Every effort will be made to keep the BIA programs (Behavior Intervention) held at the junior and senior high schools at a safe and reasonable number of students on any given day.
- 16.11 Classroom teachers who submit a written request will be entitled to payment of the oversized class stipend during any time of the school year after the dates listed in 16.09 above, provided a student or students are placed and remain in a teacher's class for more than twenty (20) consecutive full school days.

ARTICLE 17 – LENGTH OF SCHOOL YEAR AND DAY

17.01 School Day

The length of the teacher work day shall be no more than seven (7) hours and forty-five (45) minutes for grades seven (7) through twelve (12), and no more than seven (7) hours and twenty-five (25) minutes kindergarten through six (6). Teachers shall have a thirty (30) minute duty-free lunch period.

17.02 School Year

Exclusive of orientation meeting days for new teachers, total length of each teacher's contract year shall be one hundred eight-four (184) days which shall include: one hundred eighty (180) days with students in attendance; two (2) days of staff development inservices; one (1) day for Pre-School Staff meetings; one-half (1/2) day semester Grades Day; and one-half (1/2) day Records Day.

The contract day before and after the student day will be devoted to building meetings and teacher preparation.

The Board agrees to solicit teacher input on professional staff development.

17.03 Staff Meetings

Staff meetings may be scheduled monthly and shall not exceed nine (9) meetings a year. Principals may call more meetings in emergencies as determined by the principal. Each meeting shall not exceed forty-five (45) minutes in duration.

17.04 Conference/Planning Period

A. Junior and Senior High Schools

All Junior and senior high school teachers shall have one (1) preparation per day equal in length to a regular class period. Every effort will be made to provide junior high school teachers who are involved in "teaming" with a team planning preparation period per day in addition to their individual planning period. In the event a teaming planning period cannot be accommodated, teachers will be pulled from the team on an equitable rotating basis.

B. Elementary Teachers

Elementary teachers shall have two hundred fifty (250) minutes of planning and conference time per week, at least two hundred (200) minutes of which shall be during pupil contact time.

C. An attempt will be made to schedule alternative planning/conference periods on those instructional days when required District meetings and District staff development sessions are planned. The building principal is responsible for

adjusting the planning/conference period schedule. The principal will develop an alternative schedule and solicit suggestions for any improvements for the alternative schedule from the Building Leadership Team. The alternative schedule will provide a minimum half-hour duty free lunch period. In the event that the alternative schedule cannot provide a teacher's planning/conference period accommodation for the given day, individual staff members so affected may request In-Service Flex-Time that must be requested through their building principal and scheduled over the next five (5) day period.

- D. In-Service Flex-Time is defined as time approved by the Superintendent, or his/her designee, granting teacher release time from the regular school day during nonpupil contact time for a normal contract day that does not require a substitute teacher and exempting all early release days. For alternative schedule school days, the total amount of In-Service Flex-Time made available to a teacher should be comparable to the time a teacher would be granted during a conference/planning period during the normal work day.

17.05 Compensation for Substituting During Conference or Planning Periods

Teachers who agree to substitute during a conference or planning period at the request of the principal shall be paid at a twenty dollar (\$20) hourly rate of pay rounded up to the nearest quarter hour. The time slip will be signed by the principal and teacher and turned in by the principal to the Treasurer for payment. Payment shall be within the next two (2) pay dates.

17.06 Calendar Committee

Prior to the first (1st) workday of November, the SEA President shall provide staff input to the Superintendent for consideration in the development of the school calendar options. By November 1st annually, the Superintendent and/or his/her designee and the SEA President and his/her designee will meet to develop at least two (2) alternative constructions in concert with the requirements of Ohio law on school year calendars. At least one (1) proposal option will start after Labor Day. The school calendars shall include one hundred eighty (180) days with students in attendance and the following staff days: a Pre-School Staff Meeting day (full day), a Semester Grades Day (8:00 – 11:30 A.M.) and an End of the Year Records Day (8:00 – 11:30 A.M.).

NEOEA Day is a non-contract, non-school day. (If NEOEA day falls on a Friday and interferes with the school's ability to calculate ADM, then the following Monday will be a non-contract, non-school day). The SEA President shall poll all SEA employees of the District regarding the alternative constructions of school calendars, with the SEA President tallying the results. The alternative receiving the most votes will be recommended to the Board by the Superintendent.

17.07 Miscellaneous

School and Department Open Houses, special programs for parents and students, department meetings, grade level and subject area meetings will not be subject to the provisions of this Article.

17.08 Special Duty Assignment

Assignments of teachers during the workday to lunch duty, yard or playground duty, hall duty, bus duty and other non-teaching functions shall be made on a fair and equitable basis. Itinerant teachers shall be assigned duties at their home school only.

ARTICLE 18 – TEACHER CERTIFICATION/LICENSURE

The parties agree that this section shall be changed as necessary to comply with any changes regarding mentoring in Ohio law.

18.01 Mentoring Program

A. Overview

The mentoring program is designed to help teachers who are new to the profession and it will be implemented for provisionally licensed entry year teachers. A mentor will consult and assist teachers new to the system but shall not evaluate them. A teacher who volunteers and is selected to be a mentor shall be compensated and shall receive release time as stated further in this section of the contract. Additionally a mentor may be required to attend training sessions/meetings outside of the regular school day. Mentors shall be selected and assigned by the District Mentoring Committee.

B. District Mentoring Committee

I. This committee is comprised of:

- a. Three (3) SEA members shall be appointed as lead mentors by the Association President who are trained by the Erie-Huron-Ottawa County Educational Service Center with one (1) from each level representing the high school, middle school, and the elementary school.
- b. Two (2) administrators appointed by the Superintendent or his/her designee.
- c. All members must be available to meet during the summer.

2. Responsibilities of the District Mentoring Committee
 - a. Selects, assigns, and provides for the training of mentors and mentees.
 - b. Mentors shall be matched to mentees based upon the following criteria in the following order:
 1. Same grade level/subject area
 2. Same teaching team
 3. Same department
 4. Same building
 - c. Periodically reviews the program's effectiveness.

C. Mentoring Criteria/Responsibilities

Teachers must meet the following criteria and accept the following responsibilities to be eligible as a mentor teacher:

1. Have at least three (3) years of teaching experience in the Sandusky City School District.
2. Have completed a state-approved Pathwise training program (or refresher if applicable) within the last three (3) years or agree to attend the state-approved Pathwise training program by October 31st of the ensuing school year.
3. Have applied and been accepted to be a mentor by the District Mentoring Committee.
4. Utilize Pathwise as a professional development instrument, including observations and follow-up meetings with all entry-year mentees.
5. Attend new teacher orientation with mentee and regularly scheduled mentor meetings to discuss the mentoring process. Meetings will be called by the District Mentoring Committee and/or Lead Mentors.
6. Complete all responsibilities outlined by the checklists in the Mentor Handbook. Completed checklists will be returned to the Lead Mentor.
7. Shall not participate in the evaluation of any new mentee. No mentor teacher shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No mentor teacher shall be requested or directed to divulge information from the Pathwise instrument, other written documentation, or confidential mentor/mentee discussions.

8. Understands that if problems develop between the mentor and mentee, the problems are to be brought to the attention of the Lead Mentor and/or District Mentoring Committee.

D. Mentors

<u>MENTOR</u>	<u>COMPENSATION</u>	<u>RELEASE TIME</u>
Each Entry Year Teacher	\$1000	As needed up to 20 hours
Lead Mentor	\$1000 + Mentoring Salary if also mentoring	20 hours + Mentor Hours if also mentoring

When the mentor determines the release time needed, he/she shall give at least three (3) days advance notice to the building principal so that substitute arrangements can be made.

E. Mentees

1. Entry-Year Teachers

- a. Attend new teacher orientation with mentor.
- b. Participate in staff development opportunities.
- c. Participate in sharing among entry-year teachers and mentors.
- d. Participate in Pathwise process with mentor.
- e. Participate in Praxis III assessment(s).
- f. Will be given release time up to a maximum of ten (10) hours to consult with mentors.
- g. Understands that if problems develop between the entry-year teacher and the mentor, the problems are to be brought to the attention of the Lead Mentor and/or the District Mentoring Committee.

F. Lead Mentor Criteria/Responsibilities

1. Have at least five (5) years of teaching experience in the Sandusky City School District.
2. Have completed a state-approved Pathwise training program (or refresher if applicable) within the last three (3) years.

3. Shall be compensated one thousand dollars (\$1,000) for the Lead Mentor role.
4. May be requested to have an additional assignment as a mentor of no more than two (2) mentees per school year. Lead Mentors will be paid one thousand dollars (\$1,000) for each mentee in addition to their Lead Mentor stipend.
5. Shall be provided same hours of release time as mentors for mentoring duties. The Lead Mentor will also be provided twenty (20) hours of release time to perform Lead Mentor duties. Additional release time for Lead Mentor duties may be granted at the Superintendent's discretion.
6. Shall maintain a separate file for each entry-year teacher, including complete checklists as well as other pertinent information.
7. Attend and inform mentors and mentees of workshops and meetings. The Lead Mentor will also provide support for the mentor teachers as needed.
8. Shall not participate in the evaluation of any new mentee. No Lead Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher. No Lead Mentor shall be requested or directed to divulge information from the Pathwise instrument, other written documentation, or confidential mentor/mentee discussions.

G. Entry-year Teachers Who Do Not Obtain Licensure

1. Entry-year teachers must successfully complete the entry-year program within two (2) school years. The entry-year teacher must produce a professional license or letter from the Department of Education verifying the teacher has met the licensure requirements. This must be produced at or before the beginning of school following completion of the entry-year program. An entry-year teacher who has failed to successfully complete the entry-year program within two (2) years will no longer be employed by the Board. Failure to complete the entry-year program during the first year of the mentee teacher's employment will not be grounds for non-renewal of the limited contract.
2. Upon submission of a professional license or verification of completion of licensure requirements, the teacher will no longer be subject to the entry-year mentoring program. Any teacher who has not completed the entry-year program within the first year will be expected to continue to participate in that program during the teacher's second year as an entry-year teacher.

H. Protections

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Entry-year Teacher can remain in an entry-year program for a period longer than two (2) school years.
3. A Mentor Teacher shall be held harmless in the event that an Entry-year Teacher fails or does not complete the entry-year teacher program.
4. Procedure to Resolve Concerns of a Mentor/Mentee

If the Building Principal determines the mentor/mentee situation is not constructive and/or appropriate and the concern is not resolved satisfactorily, the concern will be submitted to the District Mentoring Committee which shall have the authority to end the mentor appointment. In that event, the mentor shall be compensated for the portion of the school year he/she has served. An alternate mentor may be assigned by the District Mentoring Committee or the Building Principal. The Superintendent will intervene in any conflicts not able to be resolved by this procedure.

18.02 Local Professional Development Committee (LPDC)

In accordance with O.R.C. 3319.22 the parties agree to establish a committee called the Local Professional Development Committee.

- A. This Committee shall consist of three (3) teachers appointed by the Association President and two (2) Administrators appointed by the Superintendent. One (1) of the Superintendent's appointees will be a Principal employed by the District.
- B. These appointments shall be made annually on or before May 1st. When an appointee removes himself from the Committee during the year, a replacement appointment will be made by the Association President and the Superintendent for their representative members.
- C. The appointments shall be made by each party outlined above notifying the other members of those appointed.
- D. This Committee will be responsible for approving and reviewing Individual Professional Development Plans (IPDP) for course work, continuing education units, and/or other equivalent activities.
- E. This Committee will meet monthly and as necessary.

- F. The Committee will develop bylaws reflecting the applicable state statutes and in accordance with Amended House Bill 477.
- G. The Committee will normally meet after regular school hours; the members will be compensated at the rate of twenty dollars (\$20) per hour, not to exceed a one thousand five hundred dollar (\$1,500) annual budget for IPDP review (to be bargained if it becomes necessary to review an increase in the budget amount).
- H. All decisions of this Committee will be made by a majority vote of the Committee members present and voting within the parameters of the applicable statutes.
- I. If during the course of carrying out Committee responsibilities there is a requirement to have inservice or training, they may do so at no cost to the Committee or loss of pay. All necessary, actual and reasonable costs of training – including all registration costs, travel, meals, accommodations, and mileage – will be reimbursed by the Board of Education in accordance with the negotiated agreement.
- J. Appeal Process

Ohio Revised Code (Article 3319.22) allows educators to appeal Local Professional Development Committee decisions.

1. Reconsideration:

- a. Any applicant wishing to appeal rejection of their plan must submit a dated written request to the chairperson of the SLPDC within ten (10) working days to request reconsideration.
- b. The applicant shall be given a copy of the IPDP Review Criteria with the reasons for rejection clearly indicated. Applicants may then submit a revised plan within ten (10) days of receiving the IPDP Review Criteria, or as may be the case, submit additional documentary materials or explanation to justify the plan.
- c. Either the applicant or the SLPDC may request a conference to discuss any such concerns. All written appeals will be reviewed at the next regularly scheduled meeting of the SLPDC.

2. Third Party Review:

- a. If lack of approval still exists, the applicant may request in writing the formation of a three-person appeal panel. The panel will consist of one (1) licensed educator selected by the SLPDC; one (1) licensed educator selected by the educator; and one (1) licensed educator agreed upon by the above two (2). These three (3) individuals serve as a review panel to review the SLPDC decision

and either uphold or overturn the IPDP within the time frame on the appeals form.

b. This appeal panel is the final step in local resolution to the appeal.

3. Further Appeal:

a. If an educator chooses to appeal further, the Ohio Department of Education as the administrative agency of the Ohio State Board of Education is the issuing authority for educator certificates and licenses.

ARTICLE 19 – PROVISIONS CONTRARY TO LAW

19.01 If a Contract provision is invalidated by any law, all other provisions of this Contract shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

19.02 If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or federal law or valid rule or regulation adopted by federal agency pursuant thereto, which would invalidate any provisions of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

19.03 If, during the term of this Contract, there is a change in any applicable state or federal law or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that change the term(s), condition(s) of employment, or working condition(s), which are subject to bargaining as provided in O.R.C. 4117.08, then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.

ARTICLE 20 – WAIVER OF NEGOTIATIONS

20.01 During the terms of this Agreement, the Board and Association shall not be obligated to negotiate any subject or matter, whether or not specifically referred to or covered in the Agreement, except as follows:

A. The Board and Association mutually agree to negotiate a subject or matter.

B. The SEA may exercise any statutory right to request bargaining as to matters not covered by the Agreement if and when the Board determines to make a unilateral change in working conditions that is within the scope of bargaining.

- C. The subject matter is mandatory rather than permissive under O.R.C. Chapter 4117.

ARTICLE 21 – NO STRIKES

- 21.01 The Association and teachers covered by this Agreement agree that they will not strike during the life of this Agreement.
- 21.02 The Board agrees that Federal Mediation shall supersede the dispute resolution procedures of Section 4117.14 of the Ohio Revised Code. The Board further agrees that the members of the bargaining unit have the right to strike under law, provided that the Association has given a ten (10) day prior written notice of an intent to the Board and the State Employment Relations Board.

ARTICLE 22 – ENTIRE AGREEMENT CLAUSE

- 22.01 The Agreement supersedes and cancels all previous agreements, verbal or written. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Any Memorandum of Understanding shall not be binding upon either party unless executed in writing by the representative(s) of the parties. Any Letter of Concurrence shall not be binding upon either party unless executed in writing by affected unit representatives and representatives of the parties. Said documents shall have the same duration as indicated in Article 24.

ARTICLE 23 – EMPLOYMENT OF RETIREES AS TEACHERS

- 23.01 Definition of Retiree – A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- 23.02 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent.
- 23.03 A Retiree shall be paid in accordance with the negotiated salary schedule and will receive one (1) year of experience credit for each year of past experience with a minimum of seven (7) years and may grant up to a maximum of ten (10) years in addition to placement on the appropriate educational level column. This provision expressly supersedes Chapter 3317 of the Ohio Revised Code.
- 23.04 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Negotiated

Agreement regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

- 23.05 Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.
- 23.06 A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- 23.07 A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.
- 23.08 A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. §3313.53.
- 23.09 A Retiree shall not be eligible for benefits regarding purchase of service credit that may be provided in the Negotiated Agreement.
- 23.10 These provisions shall only apply to retired teachers hired on or after July 1, 2004.

ARTICLE 24 – DURATION

This Agreement between the Board and the Association shall become effective with the 2013 school year and shall continue in full force and effect until midnight, August 31, 2014.

Executed as of the 21st day of Sept, 2013.

FOR THE BOARD:

Felix A. Damsch
Board President

Eugene W. Anderson
Superintendent

Kevin J. Fisher
Treasurer

Dennis Munter
Assistant Superintendent

FOR THE ASSOCIATION:

J.P. Shubert
SEA President

Robert B. ...
SEA Negotiating Team Member

Deanne Major
SEA Negotiating Team Member

Sharon K. Ruggles
SEA Negotiating Team Member

SEA Negotiating Team Member

Anna G. ...
OEA Labor Relations Consultant

APPENDIX

SUPPLEMENTAL INDEX TABLE

POSITION	LEVEL I (0-3 yrs)	LEVEL II (4-6 yrs)	LEVEL III (7-9 yrs)	LEVEL IV (10-12 yrs)
Asst. to HS Ath Dir (0.75 FTE)	0.141	0.146	0.151	0.156
Intra: Ath Dir, JH Fall VB	0.015	0.018	0.021	0.024
Intra: Ath Dir, JH Winter BK	0.015	0.018	0.021	0.024
Ath Dir, Jr High	0.201	0.206	0.211	0.216
BB HS Var Asst	0.081	0.086	0.091	0.096
BB Var Head	0.132	0.137	0.142	0.147
BB, Asst Var, 9 th Head	0.084	0.089	0.094	0.099
BB, Asst Var, JV Head	0.086	0.091	0.096	0.101
BK Boys Elem Sat Morn Co-Supv (2)	0.017	0.020	0.023	0.026
BK Boys HS 9 th Asst	0.079	0.084	0.089	0.094
BK Boys HS 9 th Hd	0.091	0.096	0.101	0.106
BK Boys HS Var Asst (J.V./Reserves)	0.138	0.143	0.148	0.153
BK Boys HS Var Asst	0.138	0.143	0.148	0.153
BK Boys HS Var Hd	0.218	0.223	0.228	0.233
BK Boys JH 7 th Asst	0.065	0.070	0.075	0.080
BK Boys JH 7 th Hd	0.071	0.078	0.083	0.088
BK Boys JH 8 th Asst	0.065	0.070	0.075	0.080
BK Boys JH 8 th Hd	0.071	0.078	0.083	0.088
BK Girls HS 9 th Asst	0.079	0.084	0.089	0.094
BK Girls HS 9 th Hd	0.091	0.096	0.101	0.106
BK Girls HS Var Asst	0.138	0.143	0.148	0.153
BK Girls HS Var Asst (J.V./Reserves)	0.138	0.143	0.148	0.153
BK Girls HS Var Hd	0.218	0.223	0.228	0.233
BK Girls JH 7 th Asst	0.065	0.070	0.075	0.080
BK Girls JH 7 th Hd	0.071	0.078	0.083	0.088
BK Girls JH 8 th Asst	0.065	0.070	0.075	0.080
BK Girls JH 8 th Hd	0.071	0.078	0.083	0.088
CC HS Var Asst	0.074	0.079	0.084	0.089
CC HS Var Hd	0.115	0.120	0.125	0.130
CC JH 7 th & 8 th Hd	0.028	0.033	0.038	0.043
CC JH Asst.	0.020	0.023	0.026	0.029
Cheer Asst Adv	0.030	0.033	0.036	0.039
Cheer Hd	0.103	0.108	0.113	0.118
FT HS Hd Var	0.218	0.223	0.228	0.233
FT HS 9 th Asst (2)	0.086	0.091	0.096	0.101
FT HS 9 th Hd	0.100	0.105	0.110	0.115
FT HS Equip Mgr	0.125	0.130	0.135	0.140
FT HS Var Asst (4)	0.135	0.140	0.145	0.150
FT HS Var Asst & Hd JV	0.135	0.140	0.145	0.150
FT HS Var Defensive Coordinator	0.144	0.149	0.154	0.159
FT HS Var Offensive Coordinator	0.144	0.149	0.154	0.159
FT HS Var Special Team Coordinator	0.144	0.149	0.154	0.159
FT JH 7 th Asst (3)	0.065	0.070	0.075	0.080
FT JH 7 th Hd	0.081	0.086	0.091	0.096
FT JH 8 th Asst (3)	0.065	0.070	0.075	0.080
FT JH 8 th Hd	0.081	0.086	0.091	0.096
GO Asst (15+players)	0.044	0.049	0.054	0.059
GO Hd	0.087	0.092	0.097	0.102
GY Hd	0.084	0.089	0.094	0.099

SUPPLEMENTAL INDEX TABLE

POSITION	LEVEL I (0-3 yrs)	LEVEL II (4-6 yrs)	LEVEL III (7-9 yrs)	LEVEL IV (10-12 yrs)
Intra: Elem WR (3)	0.018	0.021	0.024	0.027
Intra: Elem Boys BK (4)	0.018	0.021	0.024	0.027
Intra: Elem Boys FT Supervisor (5)	0.027	0.030	0.033	0.036
Intra: Elem Girls BK & VB (4)	0.018	0.021	0.024	0.027
Intra: 8th VB	0.025	0.028	0.031	0.034
Intra: 7th VB	0.023	0.026	0.029	0.032
Intra: SHS – Boys BK	0.033	0.036	0.039	0.042
Intra: SHS Coed VB	0.022	0.025	0.028	0.031
Intramurals 7th – Girls’ BK	0.010	0.013	0.016	0.019
Intramurals 7th – Boys’ BK	0.010	0.013	0.016	0.019
Intramurals 8th – Boys’ BK	0.010	0.013	0.016	0.019
Intramurals 8th – Girls’ BK	0.010	0.013	0.016	0.019
SB Var Asst	0.086	0.091	0.096	0.101
SB Var Asst, Reserve	0.086	0.091	0.096	0.101
SB Var Hd	0.132	0.137	0.142	0.147
SO Boys Var Asst	0.075	0.080	0.085	0.090
SO Boys Var Hd	0.117	0.122	0.127	0.132
SO Girls Var Asst	0.075	0.080	0.085	0.090
SO Girls Var Hd	0.117	0.122	0.127	0.132
Sum Phys Fitness Coord	0.025	0.028	0.031	0.034
SW Diving, Boys/Girls	0.069	0.074	0.079	0.084
SW HS Var Asst (2)	0.116	0.121	0.126	0.131
SW HS Var Hd (Girls/Boys)	0.169	0.174	0.179	0.184
SW JH Asst	0.038	0.041	0.044	0.047
SW JH Hd	0.059	0.064	0.069	0.074
Ticket Mgr, Asst.	0.099	0.104	0.109	0.114
Ticket Mgr	0.137	0.142	0.147	0.152
TK Boys HS Var Asst (3)	0.095	0.100	0.105	0.110
TK Boys HS Var Hd	0.138	0.143	0.148	0.153
TK Boys JH Asst (2)	0.052	0.057	0.062	0.067
TK Boys JH Hd	0.068	0.073	0.078	0.083
TK Girls HS Var Hd	0.138	0.143	0.150	0.155
TK Girls HS Var Asst (3)	0.095	0.100	0.105	0.110
TK Girls JH Asst (2)	0.052	0.057	0.062	0.067
TK Girls JH Hd	0.068	0.073	0.078	0.083
TN Boys Asst	0.039	0.044	0.049	0.054
TN Boys Hd	0.084	0.089	0.094	0.099
TN Girls Asst	0.039	0.044	0.049	0.054
TN Girls Hd	0.084	0.089	0.094	0.099
VB HS 9 th Hd	0.071	0.076	0.081	0.086
VB JH 7 th Asst	0.047	0.052	0.057	0.062
VB JH 7 th Hd	0.066	0.071	0.076	0.081
VB JH 8 th Asst	0.047	0.052	0.057	0.062
VB JH 8 th Hd	0.066	0.071	0.076	0.081
VB Var Asst	0.108	0.113	0.118	0.123
VB Var Asst Reserve	0.108	0.113	0.118	0.123
VB Var Hd	0.146	0.151	0.156	0.161
Wgt Trng Coord	0.115	0.120	0.125	0.130
WR HS Var Asst (2)	0.120	0.125	0.130	0.135
WR HS Var Hd	0.191	0.196	0.201	0.206
WR JH Asst	0.058	0.063	0.068	0.073
WR JH Hd	0.079	0.084	0.089	0.094
Bowling Coach Hd (Boys and Girls)	0.074	0.079	0.084	0.089

SUPPLEMENTAL INDEX TABLE

POSITION	LEVEL I (0-3 yrs)	LEVEL II (4-6 yrs)	LEVEL III (7-9 yrs)	LEVEL IV (10-12 yrs)
Academic Competitive Team Advisor Jr. High	0.033	0.036	0.039	0.042
Academic Competitive Teams Advisor	0.064	0.067	0.070	0.073
Academic Competitive Teams Asst	0.030	0.033	0.036	0.039
Annual: Adv (Fram)	0.064	0.069	0.074	0.079
Annual: Bus Mgr (Fram)	0.037	0.040	0.043	0.046
Band Asst, Adams & SHS, Mar Bd (2 wks), Sum Prog (6 wks)	0.177	0.182	0.187	0.192
Band Asst, JH & SHS, Mar Bd (2 wks), Sum Prog (6 wks)	0.186	0.191	0.196	0.201
Band Dir, SHS, Mar Bd (2 wks), Sum Prog (6 wks) Pep Band	0.288	0.293	0.298	0.303
Band: Summer Program	0.029	0.032	0.035	0.038
Band: Summer Program	0.029	0.032	0.035	0.038
Band: Summer Program	0.029	0.032	0.035	0.038
Band: Majorette Adv	0.026	0.029	0.032	0.035
Blue Streak Jazz Band	0.026	0.029	0.032	0.035
Class Adv: Fr	0.026	0.030	0.034	0.038
Class Adv: Jr	0.045	0.050	0.055	0.060
Class Adv: Soph	0.026	0.030	0.034	0.038
Class Adv: Sr	0.053	0.058	0.063	0.068
Club Adv: School Newspaper SHS	0.036	0.039	0.042	0.045
Club Adv: Art	0.034	0.037	0.040	0.043
Club Adv: Computer	0.028	0.031	0.034	0.037
Club Adv: Drama Club, per play amount	0.037	0.040	0.043	0.046
Club Adv: Future Teachers of America	0.035	0.038	0.041	0.044
Club Adv: International	0.039	0.042	0.045	0.048
Club Adv: Math Enrich	0.033	0.036	0.039	0.042
Club Adv: Pep Club, Mills Adv	0.023	0.026	0.029	0.032
Club Adv: Pep Club, 7 th Adv	0.033	0.036	0.039	0.042
Club Adv: Pep Club, 8 th Adv	0.033	0.036	0.039	0.042
Club Adv: School Newspaper	0.036	0.039	0.042	0.045
Club Adv: School Newspaper	0.034	0.037	0.040	0.043
Club Adv: SHS Pep Club	0.033	0.036	0.039	0.042
Club Adv: Ski	0.033	0.036	0.039	0.042
Club Adv: Ski Asst (50+members)	0.029	0.032	0.035	0.038
Club Adv: Ski Jr High (Jackson)	0.033	0.036	0.039	0.042
Club Adv: Speech Team	0.038	0.041	0.044	0.047
Club Adv: Swan	0.066	0.071	0.076	0.081
Club Adv: Swan Asst	0.041	0.044	0.047	0.050
Club Adv: Teachers of Tomorrow (1 each)	0.030	0.033	0.036	0.039
Club Adv: UBS	0.040	0.043	0.046	0.049
Club Adv: VICA	0.036	0.039	0.042	0.045
Dept Chrmn: Art (4)				
Dept Chrmn: Bus (5)				
Dept Chrmn: Eng (10)				
Dept Chrmn: Family & Consumer Sci (5)		<u>No. of Teachers</u>	<u>Index</u>	
Dept Chrmn: For Lang (6)		10+	0.055	
Dept Chrmn: HPE (4)		8-9	0.049	
Dept Chrmn: IEP (10)		6-7	0.043	
Dept Chrmn: Ind Arts (5)		4-5	0.037	
Dept Chrmn: Math (11)		3+under	0.031	
Dept Chrmn: Music (3)				
Dept Chrmn: Science (9)				
Dept Chrmn: Soc Studies (8)				
Dept Chrmn: Voc T&I (11)				
Ext Time: Count (45 hrs) (4)	0.036	0.041	0.046	0.051

SUPPLEMENTAL INDEX TABLE

POSITION	LEVEL I (0-3 yrs)	LEVEL II (4-6 yrs)	LEVEL III (7-9 yrs)	LEVEL IV (10-12 yrs)
Flag Corps Adv	0.026	0.029	0.032	0.035
Guid Dir	0.065	0.070	0.075	0.080
Jazz Band, Jr High	0.026	0.029	0.032	0.035
NHS Adv	0.034	0.037	0.040	0.043
Orch Dir, Elem & JH (After School) (2)	0.116	0.118	0.120	0.122
Orch Dir, Elem & JH (Summer) (15 days) (2)	0.015	0.018	0.021	0.024
Orch Dir, SHS (After School)	0.195	0.200	0.205	0.210
Orch Dir, SHS (Summer)	0.015	0.018	0.021	0.024
Planet: Asst Dir (1)	0.025	0.029	0.033	0.037
Power of the Pen Adv	0.030	0.033	0.036	0.039
Psychologist Responsibility Factor				0.065
Psychologist Responsibility Factor				0.065
Psychologist Responsibility Factor				0.065
Safety Town (4)	\$1,025			
School Nurse, Sum Prog (\$16.16/hr.)				
School Nurse, Sum Prog (\$16.16/hr.)				
School Nurse, Sum Prog (\$16.16/hr.)				
Stage Mgr	0.118	0.123	0.128	0.133
Student Council Adv – HS	0.038	0.043	0.048	0.053
Student Council Adv – Jr High (1 each)	0.033	0.036	0.039	0.042
Student Council Asst Adv – HS	0.028	0.031	0.034	0.037
Student Council Elem Adv (1 each)	0.028	0.031	0.034	0.037
Technology Spc. (Hancock)	\$650			
Technology Spc. (Jackson)	\$650			
Technology Spc. (Mills)	\$650			
Technology Spc. (Ontario)	\$650			
Technology Spc. (Osborne)	\$650			
Technology Spc. (Venice)	\$650			
Technology Spc. (Adams)	\$650			
Voc Food Serv Jr: Brass Lantern	0.027	0.030	0.033	0.036
Voc Music Act – Jr High (1 each)	0.023	0.026	0.029	0.032
Vocal Music Act – SHS	0.175	0.183	0.191	0.199
Mentor of Entry Year Teacher	\$1,000			
Lead Mentor (3)	\$1,000			
Step Team	0.015	0.018	0.021	0.024

Note: Athletic Longevity Stipends are payable annually for 13+ years experience with Sandusky City Schools
for Head Coaches = \$500
for Assistant Coaches = \$250

Note: Supplemental contracts shall not be split.

	<u>Years of Experience</u>	<u>Percentage of BA-0 Base/Hour</u>
Summer School*	0-5	\$29.73/hr. indexed to BA-0 (.000875)
	6 or Higher	\$31.02/hr. indexed to BA-0 (.000913)

*The change in format in step designation from 1-5/6-10 to 0-5/6 or greater is not intended to advance summer school employees on the schedule but is merely intended to make the summer school schedule consistent with the step designation on the teacher salary schedule.

SANDUSKY CITY SCHOOLS
GRIEVANCE REPORT FORM

LEVEL _____

Name _____ Building _____

Alleged violations, misapplications, or misinterpretations of the Agreement _____

Statement of Grievance: (Include pertinent provisions of Agreement and date cause of grievance occurred) _____

Relief Sought: _____

Signature of Grievant _____ Date Filed _____

Disposition Rendered: _____

Signature of Person Rendering Disposition _____ Date _____

(Attach additional pages, if needed, for completion of any section)

SANDUSKY CITY SCHOOLS

APPLICATION FOR USE OF SICK LEAVE OR BEREAVEMENT LEAVE

Employee's Name _____ School Assigned _____

The undersigned hereby makes application for use of sick leave or bereavement in the negotiated agreement and affirms that the use of such leave is justified for the following reason:

REASON FOR USE OF SICK/BEREAVEMENT LEAVE:

- A. ___ Personal Illness or Injury
- B. ___ Pregnancy (Physical Disability)
- C. ___ Exposure to Contagious Disease
- D. ___ Physical Disability
- E. ___ Illness or Death in Immediate Family
- F. ___ Bereavement Leave

I hereby request ___ day(s) of (sick leave) (bereavement leave) beginning at ___ (A.M.) (P.M.) on _____, 20___, and ending _____ (A.M.)(P.M.) _____, 20___, and understand that falsification of any information on this application is grounds for suspension or termination of my employment under Section 3319.081 and 3319.16 of the Ohio Revised Code.

 (Date) Signature and S.S. Number of Employee

Date Submitted _____ Approved _____ Disapproved _____

If disapproved, reason for disapproval _____

By _____ Date _____

**SANDUSKY CITY SCHOOL DISTRICT
PERSONAL LEAVE REQUEST FORM
FOR CERTIFIED/CLASSIFIED EMPLOYEES**

Today's Date: _____

Teacher's Name *(Please Print)*

School

Dates of Requested Personal Leave:

Month Day/Date Year

Number of Days Requested: _____

I have read Article 7, Section 7.04 of the Negotiated Agreement and hereby certify that the above-requested personal leave is for personal business which cannot be conducted at a time other than the regular school day. I further certify that such personal leave will not be used for leisure, recreational activities, or to work another job, including self-employment. Falsification of this certification shall be grounds for suspension or termination.

Date

Employee

APPROVAL:

Date

Supervisor

Date

Superintendent or Designee

Section C: Organizing Content Knowledge for Student Learning

C1:	Becoming familiar with relevant aspects of students' academic background knowledge & experiences	S	NI	U	N/O
C2:	Establishing clear learning goals for the lesson that are appropriate for the students	S	NI	U	N/O
C3:	Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future	S	NI	U	N/O
C4:	Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson	S	NI	U	N/O
C5:	Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with goals of the lesson	S	NI	U	N/O

Comments/Recommendations:

Concluding Evaluator Remarks (if applicable):

Teacher Comments (optional):

Administrator's Signature

Date

My signature indicates that I have read this evaluation, participated in the conference and received a copy of the evaluation. It does not necessarily mean that I am in agreement.

Teacher's Signature

Date

(Use additional pages as necessary.)

EXHIBIT D-2 (Cont'd)

Section C: Organizing Content Knowledge for Student Learning

C1:	Becoming familiar with relevant aspects of students' academic background knowledge & experiences	S	NI	U	N/O
C2:	Establishing clear learning goals for the lesson that are appropriate for the students	S	NI	U	N/O
C3:	Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future	S	NI	U	N/O
C4:	Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson	S	NI	U	N/O
C5:	Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with goals of the lesson	S	NI	U	N/O

Comments/Recommendations:

Section D. Teacher Professionalism

D1:	Reflecting on the extent to which the learning goals were met	S	NI	U	N/O
D2:	Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students	S	NI	U	N/O
D3:	Communicating with parents or guardians about student learning	S	NI	U	N/O

Comments/Recommendations:

Section E. Professional/Personal Attributes

E1:	Complies with policies of the school	S	NI	U	N/O
E2:	Cooperates with the implementation of District initiatives	S	NI	U	N/O
E3:	Communicates with parents – written and/or oral	S	NI	U	N/O
E4:	Accepts constructive criticism and instructional guidance	S	NI	U	N/O
E5:	Punctual	S	NI	U	N/O
E6:	Maintains professional dress, manner, and language	S	NI	U	N/O
E7:	Uses correct English – both oral and written	S	NI	U	N/O

Comments/Recommendations:

Concluding Evaluator Remarks (if applicable):

EXHIBIT D-2 (Cont'd)

Teacher Comments (optional):

Administrator's Signature

Date

My signature indicates that I have read this evaluation, participated in the conference and received a copy of the evaluation. It does not necessarily mean that I am in agreement.

Teacher's Signature

Date

(Use additional pages as necessary.)

SANDUSKY CITY SCHOOL DISTRICT
TEACHER SUMMATIVE SELF EVALUATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale: A - Distinguished
 B - Commendable
 C - Satisfactory
 D - Needs Improvement
 E - Unsatisfactory
 NA - Non-Applicable

I. PROFESSIONAL QUALITIES

- _____ 1. Abides by adopted rules and regulations
- _____ 2. Meets procedural deadlines
- _____ 3. Helps develop and promote educational and related activities (i.e., academic, social, community, etc.)
- _____ 4. Establishes working relationships with students, staff, and parents
- _____ 5. Completes additional coursework, training, and/or inservices (credit or non-credit)
- _____ 6. Demonstrates proficiency in subject matter or area
- _____ 7. Is dependable and responsible (i.e., punctual, reliable)
- _____ 8. Takes reasonable measures to ensure student health and safety
- _____ 9. Demonstrates professional behavior (i.e., language, conduct)
- _____ 10. Projects a positive attitude and enthusiasm for the profession

II. INSTRUCTIONAL PROCEDURES

A. Atmosphere

- _____ 1. Prepares visual displays
- _____ 2. Arranges room in organized fashion
- _____ 3. Supervises material and equipment
- _____ 4. Identifies and explains classroom and/or lab rules.
- _____ 5. Disciplines consistently and fairly
- _____ 6. Convenes and dismisses classes in an orderly fashion
- _____ 7. Adapts to scheduling changes with flexibility

B. Techniques

- _____ 1. Prepares lesson plans that are organized, clear, and concise (with written objectives)
- _____ 2. Plans for specific activities and techniques to be used
- _____ 3. Addresses individual differences with enrichment and remediation where required
- _____ 4. Ensures substitute schedule and materials are available
- _____ 5. Documents parent/guardian contacts
- _____ 6. Utilizes a variety of methods, materials, and activities
- _____ 7. Provides explicit directions and a variety of examples
- _____ 8. Checks to ensure that directions are understood
- _____ 9. Ensures lesson objectives correlate to course of study
- _____ 10. Follows scope and sequence of adopted curriculum/text in order to teach to mastery
- _____ 11. Utilizes instructional time for instruction
- _____ 12. Deals with off-task behavior effectively
- _____ 13. Encourages students to embrace high academic expectations and cultivates self-discipline
- _____ 14. Demonstrates effective transition between lesson segments
- _____ 15. Maintains non-academic records accurately
- _____ 16. Identifies student instructional level to appropriately teach each student
- _____ 17. Makes reasonable/meaningful assignments
- _____ 18. Utilizes praise appropriately
- _____ 19. Implements and teaches toward the State Adopted Content Standards
- _____ 20. Uses relevant data in aligning instruction to the curriculum

D. Evaluation

- _____ 1. Utilizes oral or written tests with clear directions
- _____ 2. Keeps students apprised of their performance
- _____ 3. Explains grading policy to students
- _____ 4. Evaluates work turned in by students
- _____ 5. Keeps academic records accurately
- _____ 6. Communicates student progress to parents as required
- _____ 7. Provides quality and timely data needed to measure progress toward implementing the State Adopted Content Standards.

Administrator's Comments:

Teacher's Comments:

EXHIBIT D-3 (Cont'd)

This summative rating of the above-named teacher for this school year indicates by quantity how he/she rated in each category below:

_____ Distinguished	_____ Needs Improvement
_____ Commendable	_____ Unsatisfactory
_____ Satisfactory	_____ Not Applicable

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

**SANDUSKY CITY SCHOOL DISTRICT
2013-14 TEACHER SALARY SCHEDULE**

EXP	NON-DEG	BA	BA+12	BA+24	MA	MA+12	MA+24	TUTOR**
0	29,656	35,516	36,937	38,357	39,778	41,199	42,619	40,041
1	30,757	37,114	38,570	40,027	41,483	42,939	44,395	40,041
2	31,858	38,712	40,204	41,696	43,187	44,679	46,171	40,041
3	32,959	40,311	41,838	43,365	44,892	46,419	47,947	40,041
4	34,060	41,909	43,472	45,034	46,597	48,160	49,722	40,041
5	35,161	43,507	45,105	46,704	48,302	49,900	51,498	40,041
6	36,262	45,105	46,739	48,373	50,007	51,640	53,274	41,779
7	37,363	46,704	48,373	50,042	51,711	53,381	55,050	41,779
8	38,464	48,302	50,007	51,711	53,416	55,121	56,826	41,779
9	39,565	49,900	51,640	53,381	55,121	56,861	58,601	41,779
10	40,666	51,498	53,274	55,050	56,826	58,601	60,377	41,779
11	40,666	54,872	56,684	58,495	60,306	62,117	63,929	41,779
12	40,666	56,470	58,317	60,164	62,011	63,858	65,705	41,779
13	40,666	58,069	59,951	61,833	63,716	65,598	67,480	41,779
14	40,666	59,667	61,585	63,503	65,420	67,338	69,256	41,779
15	40,666	61,265	63,218	65,172	67,125	69,079	71,032	41,779
16	40,666	62,863	64,852	66,841	68,830	70,819	72,808	41,779
23	40,666	64,462	66,486	68,510	70,535	72,559	74,584	41,779
25*	41,216	65,012	67,036	69,060	71,085	73,109	75,134	41,779
27*	41,491	65,287	67,311	69,335	71,360	73,384	75,409	41,779
29*	42,041	65,837	67,861	69,885	71,910	73,934	75,959	41,779

*Steps 25, 27, and 29 include longevity pay paid pursuant to Section 14.13 of this Agreement.

**The change in format in step designation from 0-5/6-10 to 0-5/6 or greater is not intended to advance tutors on the schedule but is merely intended to make the tutor schedule consistent with the step designation on the teacher salary schedule.

SANDUSKY CITY SCHOOLS
ASSOCIATION LEAVE NOTIFICATION FORM
FOR SANDUSKY EDUCATION ASSOCIATION MEMBERS

SEA Member's Name _____

Number of Association Leave Days _____

Date(s) of Association Leave _____

I have read Article 7.09 of the Negotiated Agreement and hereby certify that the Association Leave on the date(s) above is in compliance with the parameters set forth in the Agreement.

SEA Member's Signature

Date

SEA President's Signature

Date

RECEIPT:

Building Principal

Date

Superintendent or Designee

Date

