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AGREEMENT

BETWEEN

THE SYLVANIA BOARD OF EDUCATION

AND

THE SYLVANIA EDUCATION ASSOCIATION

July 1, 2014-June 30, 2016

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**ARTICLE 1
NEGOTIATIONS AGREEMENT**

A. Parties to the Agreement

1. This Agreement is between the Board of Education of the Sylvania School District, and the Sylvania Education Association.
2.
 - a. The Sylvania Board of Education, hereafter referred to as the Board, recognizes the Sylvania Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as sole and exclusive bargaining representative of all the certificated personnel, including long-term substitutes (placed in a position and scheduled to work in it for at least sixty (60) days), school psychologists (case managers), school nurses employed by the Board, full-time certificated/licensed intervention specialists. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Directors, Supervisors, Treasurer, Managers, casual Substitutes, ABLE Staff, ASP teachers, St. Joseph's teachers and other off-school site personnel. Also excluded is the Director of Sylvania Challenge.
 - b. In the event one individual holds both a represented and an excluded position (e.g., certificated staff member who is also Director of Sylvania Challenge), he/she shall not perform any duties of the excluded position during the regular school day.
 - c. Hereinafter, all members of the bargaining unit shall be referred to as teachers or staff members unless specifically referenced otherwise.
 - d. The unrestricted recognition of the intervention specialists described in paragraph "a" above shall be effective as of September 1, 1993.

The recognition of other tutors as members of the bargaining unit shall be limited to the following specific provisions of this contract: Article III Sections D and E, IV, V, XI Section G, XII, XIII, XIV Sections C and E, and XV Section E, 2.
3. Membership in the Association shall not be required as a condition of employment.

B. Negotiations

1. Procedures for conducting negotiations shall be established at the initial session.
2. The scope of negotiations shall be wages, hours, fringe benefits, terms and conditions of employment and other matters related to professional responsibility.
3. Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code except that negotiations taking place during the term of the master Agreement shall take place pursuant to the provisions of Article I, Section 4, below.
4. The parties agree that, should mandatory provisions of legislation or amendments thereto or of new judicial interpretations affect wages, hours, terms, and other conditions of employment and/or require the modification or deletion of a term of this agreement, representatives of the Association and the Board will meet to negotiate in good faith the effects of those provisions. If an agreement cannot be reached after thirty (30) days, a third-party agreeable to both sides shall be appointed to hear and decide the subject. His/her decision will be binding on all parties. Each party shall pay its own expenses and the expenses of the third-party shall be shared equally by both parties.

C. Payroll Deduction of Fair Share Fee

1. The Employer shall deduct from the pay of employees who elect not to become or remain members of the Sylvania Education Association a fair share fee for the Association's representation of such non-members during the term of this Agreement. 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.

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of Fair Share Fee Deductions:

a. All Fair Share Fee Payers

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 employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

b. Termination of Membership During the Membership Year

The Employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee 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.

6. Entitlement to Rebate

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

7. Indemnification of Employer

The Association agrees to indemnify the Employer for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Employer shall give the Association a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
- b. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interests;
- c. The Employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
- d. The Employer shall permit the Association and/or its affiliates to intervene as a party;
- e. The Employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae;
- f. The Board must act in good-faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

ARTICLE II MANAGEMENT RIGHTS

Except as herein clearly and explicitly limited by express terms of this Agreement, the rights of the Employer in all respects to manage the entire operation of all phases of the school system including, but not limited to, the right to hire, fire, promote, dismiss, discipline for just cause, make and enforce rules and regulations, establish and modify working hours, plan, and transfer employees, shall be the sole and exclusive prerogative of the Employer. If the Employer chooses not to exercise the above functions in any given situation, such decision shall not be deemed to be a waiver of any such right nor shall it preclude the Employer from exercising the same in some other way.

Any and all rights, powers and authority the Employer had prior to entering into this Agreement with the Association are retained exclusively by the Employer except as expressly abridged, delegated, granted, or modified by this Agreement.

ARTICLE III RIGHTS AND RESPONSIBILITIES

A. Rights of the Association

1.
 - a. One copy of the Board of Education Policies and By-Laws Book will be placed in the teachers' lounge in each building. Updates of the Policy and the By-Laws Book will be sent to an SEA representative in each building (as identified by the Association) as soon as possible.
 - b. Two copies of this book will be provided for the Association with updates sent to the President of SEA and the Vice President-Communications of the SEA.
2.
 - a. The Board shall provide both the President and Vice Presidents with a copy of the Board agenda prior to the regular Board meetings and a copy of the minutes of said meetings. Addendums shall be sent to the aforementioned as soon as possible.

- b. Copies of the agendas shall also be sent through the principals to the building representatives (as identified by the Association) prior to regular Board meetings. Addendums shall be sent to SEA representatives as soon as possible.
 - c. A copy of all financial reports, curriculum reports, and/or related materials shall be provided for the Association at no cost and as quickly as possible.
 3. The Association may place an item on the agenda for a regular Board meeting. The Association President will submit agenda items to the Superintendent at least six days before the meeting.
 4. The Association will be given the opportunity to address any item on the agenda for a Board meeting by notifying the Treasurer before the meeting.
 5. In an attempt to promote good internal communications, the President of the Association or his designee and one representative will meet with the Superintendent of Schools or his designee at the request of the President of the Association at a mutually agreed upon time and place.
 6. The Board shall provide at Board's expense and in a professional manner this Agreement entitled "An Agreement Between the Board of Education of the Sylvania Schools and the Sylvania Education Association" in booklet form. Ten (10) printed copies of the contract will be placed in the high schools, 7 in the junior highs and Highland, and 5 in the remaining elementary schools and Burnham. Every certified/licensed member and all new members at the time of hire, will be provided with a copy of the contract on CD. The SEA shall be provided with twenty-five (25) additional paper copies for its own use.
 7. The Association, as bargaining agent, shall be entitled to the exclusive teacher organization right to use school buildings for meetings without charge so long as they do not obstruct regular school use or promote the obstruction of normal school activities.
 8. The Board of Education agrees to permit the SEA exclusive teacher organization right to use of bulletin board space in the teachers' lounge in each school building for the purpose of posting official notices. Authorized representatives of each building will be responsible for the posting of all such notices and contents thereof.
 9. The Board of Education agrees to permit SEA exclusive teacher organization right to the use of teacher receptacles and interschool delivery service. Authorized teacher representatives of each building will be responsible for the placing of such materials and contents thereof.
 10. The Association may make organizational announcements in faculty meetings, have announcements presented over the public address system provided public address announcement shall be limited to time, place and date of meetings, and insert information in regular teacher bulletins as provided for in individual school procedures and regulations.
 11. The second Monday of each month will be recognized as an Association meeting night. All Executive Committee Members of the Association may leave the building at the close of the school day after students are scheduled to leave and are safely out of the building, provided there is no conflict with fulfillment of supplemental contracts. No other administratively called meetings shall be scheduled on these dates.
 12. The Association building representatives and officers may have the use of individual school equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Any damage or loss resulting from such use will be paid by the Association. Any supplies used will be paid for by the Association.
 13.
 - a. The names, addresses, phone numbers and building assignments of all employed certificated staff members shall continue to be supplied to each certificated staff member as this information becomes available, but no later than November 1 of each school year. The Association President shall be provided with five (5) additional copies of such

directory. No employee of the Sylvania School District will release staff directories or the information contained therein, for commercial or political purposes.

- b. The names, addresses, and phone numbers of all substitutes shall be supplied to the Association within thirty (30) days following Board approval.
14. Upon request, principals shall provide the Association representatives from their buildings with the opportunity for a meeting with new teachers during the opening day of school for all teachers.
15. The President of the Association and building representatives shall be released to fulfill responsibilities to the Association and to the district in the administration of this agreement. Any absences other than those mutually agreed upon under this agreement would need to be approved by the immediate supervisor, as well as the Superintendent or his designee.
16. The Association President or a designated alternate will be granted up to a total of three (3) days leave, with pay, each school year, for UTP meetings and/or conferences.
17. Association Delegates:
 - a. Each delegate to the NEA Convention will be granted up to a total of five (5) days leave, if needed, with pay each school year.
 - b. Each delegate to the OEA Convention will be granted up to a total of three (3) days leave, if needed, with pay each school year.

The Association President will notify the Superintendent or designee two (2) days in advance and he/she will include the names of the Association officers or delegates who are attending. The total number of days used by all delegates and the Association President under (a) and (b) above shall not exceed the number in a school year to which the Association is entitled for representation at the conventions by the NEA or OEA.

18. An Association member who is an officer of an affiliate i.e., OEA, NEA, will be granted up to three (3) days leave per year to fulfill obligations of that office. This will be accomplished at no additional cost to the Board or SEA.
19. Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the local SEA members according to the SEA Constitution and Bylaws for their service in such offices for the SEA locally. The Association shall certify the stipend amounts to the Board's Treasurer/CFO, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board upon invoice from the Treasurer/CFO for the total cost of stipends, including any applicable retirement and other payroll costs.

B. Rights of Individual

1. Nothing in this document will prohibit any certificated staff member from presenting views or complaints which affect his/her status in the district to the Superintendent.
2. No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity herein provided for, nor on account of his membership or position in the Association and its lawfully related activities.
3. In the event that Board owned and insured transportation is not available for school activities, no staff member will be required to transport any student.
4. Staff members covered under this Agreement shall not be required, absent reasonable cause provided to the employee in writing, to participate in any type of testing procedure pertaining to drugs or alcohol.

5. No staff member will be required to accept administrative duties.

C. Teacher Protection and Support

1. It is the responsibility of the teacher, the administration, and the Board of Education to maintain a teaching-learning situation in which learning can take place and to abide by Board policy. Personnel decisions cannot be made for arbitrary or capricious reasons.
2. The teacher's authority and effectiveness in the classroom are undermined if there is insufficient support of the teacher. It is, therefore, the responsibility of the Board and administration to support and aid teachers' control in the classroom.
3. Teachers will not be required to work in an atmosphere of personal threat.
4. Staff members who have been intimidated or physically assaulted in connection with the performance of a work assignment have the right to defend themselves from physical harm and to obtain assistance.
5. A student accused of intimidating or physically assaulting a teacher shall be immediately removed from the situation pending a hearing pursuant to Board Policy 5320 (1), as adopted May 28, 1985, and pursuant to Board Policy 5330 as amended August, 1986. Under no circumstances will a student who has intimidated or physically assaulted a teacher be allowed to return to the teacher's class except by permission of the teacher, except where required by law. (IDEA) A lack of such permission will not be made a part of the teacher's record nor become an area of criticism concerning the performance of the teacher's duties.
6.
 - a. Whenever revisions are contemplated in Board policies dealing with teacher support and/or classroom control and discipline, a committee of not more than nine teachers (three from the elementary; three from the junior high; and three from the senior high) appointed by the Association and not more than nine (9) persons appointed by the Superintendent will be convened to make recommendations to the Superintendent relative to such policies.
 - b. The administration with input from SEA will establish procedures for emergency situations.
 - c. A staff member may remove a pupil from curricular or extra-curricular activities with the condition that the staff member submits written reasons for the removal to the principal in charge as soon as possible. This right applies when, in the judgment of the teacher, the "pupil's presence poses a continuing danger to persons or property and an ongoing threat of disrupting the academic process." (Use Emergency Removal of Student form in Appendix F.)
7.
 - a. The building principal will be responsible for the supervision of students returned by transportation. .
8.
 - a. Professionals may choose self referral to CAP or be referred to the program by their immediate supervisor.
 - b. The referred staff member will remain in the CAP program until mutually agreed upon between the staff member and the supervisor not to exceed one year.
 - c. Information obtained through the CAP program may not be used in the teacher evaluation process.
 - d. For CAP purposes the SEA President shall appoint two (2) teachers with previous CAP experience and/or training annually to serve with the appointed administrators as a CAP steering committee. Compensation will be at the hourly rate for meeting time.

D. Academic Freedom

1. Teachers not only will be free to teach knowledge directly related to their specialized fields and assigned courses but also will be free to teach facts, opinions, theories, and possibilities related to said specialized fields and assigned courses. Teachers will teach opinions as opinions, theories as theories and possibilities as possibilities. They will teach on levels within the reasonable comprehension of their students and with respect to students' bona fide religious and cultural differences. If a given assignment conflicts with a student's bona fide religious and/or cultural beliefs, alternative assignments/options, determined by the building administrator and teacher will be provided.
2. Teachers will have freedom of individual conscience, association and expression outside the job situation as are afforded other professional persons in the community.
3. Any parental complaints on the implementation of the course of study by the classroom teacher shall follow the complaint procedure as outlined in Article III, Section E.
4. Teachers shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Teachers will not be required to change student grades. No student grades will be changed by principals without consulting with the teacher and providing written rationale for said changes.
5. To ease concerns of teachers about the transportation, education, and safety of their children, the Board will communicate existing and potential day care opportunities through newsletters and via e-mail. The Board along with the SEA will establish a joint committee to study and expand day care opportunities and to seek affordable housing options.

E. Parent/Legal Guardian Complaints Against Professional Staff Members

1. A complaint is any questioning of or negative reference about a staff member's personal or professional performance while fulfilling contractual duties.
2. Complaints against professional staff members shall be handled in a consistent manner.
3. Complaints against professional staff members shall be handled using the following procedure:
 - a. All complaints received by an administrator or Board member shall be referred by the building administrator to the teacher(s) involved within two (2) working days. The building administrator shall indicate, in writing, on the appropriate form (Appendix D), the nature of the complaint.
 - b. The teacher(s) shall contact the complainant in an attempt to resolve the complaint(s). However, if the principal and teacher concur, the teacher(s) shall respond in writing to the complainant instead of making direct contact. The teacher shall then report the results of that contact back to the building administrator on the appropriate form (Appendix D). The teacher(s) shall have five (5) working days after receiving the complaint from the building administrator to report back to the building administrator.
 - c. If this does not resolve the complaint, the building administrator will reduce the complaint to writing on the appropriate form (Appendix E). The complainant and teacher(s) shall meet with the building administrator at a mutually convenient time. At the end of this meeting, a summary of this meeting shall be written by the building administrator on the appropriate form (Appendix E), and signed by the teacher, complainant, and building administrator. A copy of this summary shall be given to the teacher(s) and to the complainant.

- d. If this complaint is not resolved at that level, copies of all written complaints and responses will be forwarded to the Superintendent or his designee. The complainant, teacher(s), and building administrator will then meet with the Superintendent or his designee at a mutually convenient time. The Superintendent or his designee shall make written disposition of this complaint within five (5) working days of the hearing. Copies will be given to all parties involved.
- e. If it is not resolved at that level, the complaint may be appealed to the Board.
- f. If complaints are placed in a staff member's file said member shall have the right to rebuttal and shall receive a dated copy of all such insertions in said file immediately.
- g. The professional staff member shall have the right to up to two Association representatives at each step of this procedure.
- h. Any complaint that is not processed pursuant to provisions of this complaint procedure will be expunged and all records of it destroyed.
- i. Complaints received from students will be resolved by the teacher and the building principal and will not be subject to the complaint procedure.

F. Nondiscrimination

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

**ARTICLE IV
PERSONNEL FILES**

- A.
 - 1. All teachers have the right to view their own personnel file in the Board of Education building and their own personnel file in the office of the building administrator excluding pre-employment records.
 - 2. Materials to be placed in a teacher's file shall indicate the date of occurrence of the events contained therein. A copy of said materials will be forwarded to the teacher within five (5) working days of the date the materials are placed in the file. Such material may not be placed in a personnel file unless it is placed within ten (10) working days of its receipt by a Board member, Superintendent or other administrator. The teacher shall sign and date materials showing that a copy has been received. This paragraph does not affect timelines required by Article III, Section E and Article XVIII.
 - 3. All teachers shall have the right to attach written comments/rebuttals to all materials in their files within ten (10) working days of receipt of said materials and shall note such rebuttal/comments on the original copy in said file.
 - 4. Failure to follow the guidelines and timelines specified in A1, 2, and 3 above shall preclude reliance on such materials and/or rebuttals and such documents shall be purged from said files.
 - 5. With the exception of formal evaluation documents and misconduct reports that result in ODE action pursuant to Section 3319.314 of the Revised Code, all teachers shall have the right to purge written materials from their files after said materials have been in their files for two (2) years.
 - 6. Formal evaluation documents may be removed with the approval of the Superintendent.

- B. Teachers shall be notified in writing of all requests for information from their personnel files at the time of said requests, except for requests by Administrators. This notification shall include the name of the person seeking information and the nature of the information sought.
- C. The Board will maintain an up-to-date, non-computer copy of all personnel files.
- D. Computerized personnel files shall exclude college transcripts, teacher evaluations, disciplinary records, grievances, and complaints. The employer shall exercise state of the art precautions against unauthorized access to said files.

**ARTICLE V
PAYROLL DEDUCTION POLICY**

A. Association Dues

1. The SEA as bargaining agent shall be entitled to the exclusive right of payroll deduction for teacher organization dues.
2. Two weeks prior to the second payroll of each month, starting with October, the Association will deliver to the office of the Treasurer forms and, in accordance with directions supplied by the Treasurer, a listing of the employees and the amount to be deducted for each member. Once a staff member is on the list, his/her name need not be repeated.
3. One-twentieth of the annual amount will be deducted as a single deduction over twenty consecutive payrolls, beginning with the second payday after October 1. Members not enrolled by October 1, will have their dues deducted in equal installments over their remaining pay periods for that year.
4. If an employee does not have enough earnings to cover the deduction for dues on a particular payroll, it will be the responsibility of the Association to collect the missed installment from the employee.
5. In the event a teacher leaves active employment of the school district or goes on an approved leave of absence before the entire dues have been paid through payroll deduction, the Board will deduct the balance still owed to the extent funds are available from the final contract settlement paid to the teacher. If a teacher begins a school year but goes on unpaid leave before dues deductions are completed and then returns before the end of the school year, the remaining dues deductions shall be spread over the remaining pays for that school year. The President of SEA may determine a waiver of this provision.
6. The Board will mail dues that have been deducted to the Association within ten days. The Association will be responsible for the disbursement of the dues to its affiliates.
7. Any employee may cancel his/her authorization for the UTP dues deduction by giving written notice to the Association's Treasurer and the District Treasurer from September 1 - September 15, each school year. Unless written notification is received, UTP dues will be deducted automatically. Cancellation shall become effective with the second payday following receipt of such notice.
8. The Association will reimburse any employee for any dues that have been deducted in excess of the proper amount, provided that the Board has paid the excess to the Association. The Association agrees to hold the Board harmless from all claims of excessive dues deduction.
9. The Board will not be responsible for any Association errors or for any other financial liability in complying with the above.

B. Other Deductions

1. An employee shall have the right to request a deduction for a specific purpose as long as it is not inconsistent with A1 or 2 and meets current Board of Education policies and the requirements of federal and state law.

However, programs for which annuities are presently being deducted shall continue in effect and additional enrollees may be added.

All deductions will be forwarded to the employee's appropriate account within five (5) payroll office working days of deduction.

2. Employees may change said deduction at any time by filing a written request with the Treasurer. The change will become effective no later than the second payday after it is received.

**ARTICLE VI
SCHOOL CALENDAR**

A. Formation of Committee

A committee, appointed by the Superintendent, will meet during the month of February for the purpose of preparing a calendar. The committee will include three (3) representatives named by the Association (one from elementary, junior high and high school).

The calendar year shall consist of the following:

1. No more than 185 teacher workdays. Included in the 185 days will be:
 - a. Two (2) parent/teacher conference days for grades kindergarten through eighth.
 - b. One (1) parent/teacher conference day for teachers in grades nine through twelve.
 - c. Three (3) workdays for all staff consisting of one (1) day at the beginning and one (1) day at the end of the school year and a records day for elementary at the end of the first quarter and secondary at the end of the first semester or first trimester.
 - d. Two (2) additional days will be distributed within the school calendar which will consist of two (2) days of staff development. These two (2) days will be scheduled by the Calendar Committee.
2. Three (3) unpaid additional days for orientation may be added for new staff members.
3. The Director of Student and Community Services will meet with Special Education staff in March to schedule Parent Conferences and preparation days. Aide time for the following school year will be dealt with per Article VII, A, 18.
4. Kindergarten teachers will have two (2) paid days for Parent Conferences for each of the kindergarten sections. These conferences will be scheduled in November. Kindergarten teachers will also have one additional day without students for preparation for these conferences. This paragraph terminates for all-day kindergarten classes when all-day kindergarten is fully implemented.
5. Contingent upon receipt of state waivers, there shall be seven (7) late starts with two (2)-hour student delays during each school year (no late starts in October and January). The use of the two hour block created by late student arrival will be determined by a consensus of each building

committee and principal and must be related to that building's continuous improvement plan. The building committee will keep the Labor Management Committee informed of the building's use of the time. The Superintendent in consultation with the LMC shall determine the dates for late starts.

B. Procedures for Adoption

1. The Committee may survey the staff at any time during the process. The committee will submit no less than two (2), or more than three (3) proposals to the staff for input.
2. The prepared calendar will be submitted to the Superintendent for comments prior to its presentation to the Board of Education. The Board may, in turn, approve or disapprove, such calendar.
3. Suggestions for modification or amendment will be made and the calendar may be returned to the committee for revision. The revised calendar will be submitted to the Superintendent for comments prior to its presentation to the Board. The Board may, in turn, approve, disapprove, modify or amend such revised calendar.
4. Should the calendar have to be altered due to a crisis situation (i.e. energy, weather, school closing due to lack of funds) the calendar committee as outlined above will be consulted.

**ARTICLE VII
ASSIGNMENTS AND PROCEDURES**

A. Work Schedules and Procedures

1.
 - a. The building principal may schedule one (1) faculty meeting per month with one week's notice. Other meaningful meetings may be called if necessary, with a minimum of twenty-four (24) hours notice, except for emergencies.
 - b. When held in the afternoon faculty meetings will begin immediately after student dismissal time and will be completed within approximately one hour.
 - c. Meetings will be scheduled at the beginning of the school year whenever possible.
 - d. Routine announcements will be distributed in printed form to teachers instead of being on meeting agendas.
 - e. Building principals or other administrators may not require teachers to give up regularly scheduled planning time for the purpose of building meetings, subject meetings, study committee meetings, or any other type of organized meetings.
2. Assignments to a team-teaching situation will be voluntary.
3. Any teaching assignments and/or duties in addition to the normal teaching schedule during the regular school year shall not be obligatory.
4. When new non-negotiated extracurricular positions are sought during the term of this Agreement, they may be placed on the extracurricular salary schedule after a meeting between the Superintendent or his designee and the Association president. The salary for the new position will be mutually agreed upon at this meeting. If a mutual agreement is not reached, the matter will be submitted to expedited arbitration pursuant to the Voluntary Labor Arbitration rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on all parties.

5. Preference in contracting all extracurricular assignments will be given to regularly employed qualified teachers in the District.
 - a. Procedures for filling vacancies:
 1. The Superintendent or designee will notify all members of the certificated staff of all the certificated vacancies that occur. The Board will email notice of vacancies to all SEA members year round and, during the school year, post the notice in each building.
 2. Staff members will have three days to apply for an existing vacancy after the date of the notice. Applications for the vacancy are to be made in writing, including email, to the Superintendent or designee.
 3. Postings of supplemental positions shall refer applicants to the job descriptions on the District's website. Supplemental contracts shall contain the following sentence: The undersigned bargaining unit member acknowledges his/her review of the job description for this position and accepts the performance of the duties stated therein. No signature shall be required on a job description separate from the supplemental contract.
6. The building administrator with input from staff shall determine whether or not a sign-in sheet is necessary in his/her building.
7.
 - a. No secondary professional staff member shall be scheduled for restroom supervision.
 - b. No elementary professional staff member shall be scheduled for duties beyond their regular 7 hour and 35 minute day.
8. Teachers leaving the building during the lunch period will notify the principal, or designee, that they will be gone. Notification may take the form of signing in and out of the building on a form provided by the principal. Permission to leave the building during planning and preparation periods may be granted by the principal or his/her designee.
9. Teachers may leave the building at the close of the school day preceding holidays and vacations as designated on the official school calendar after students are scheduled to leave and are safely out of the building.
10. Whenever there is an absence of any staff member for a contracted position, a substitute, if available, will be called in, giving regard to preference requests of the absent staff member.
11. Classroom interruptions will be kept to a minimum. Special announcements over public address systems will be made during specified periods of time. Exceptions to this rule will be made only in case of emergency.
12.
 - a. All newly employed teachers shall be informed of their grade level, building and teaching assignments not later than August 10. In case of emergency, later assignments may be made.
 - b. Prior to April 1, all teachers will have the opportunity to provide input to the building principal, department chairperson or administrator responsible regarding their teaching assignment and/or schedule for the following year.
 - c. Notification of tentative grade level/subject assignment and/or class course assignments for the next school year will be available to each teacher at the buildings by June 15.
13. In cases where regular teachers of special subjects are used - - as in physical education, art and music - - the regular classroom teacher shall not be required to remain in the classroom, but will

use this time for planning and/or preparation. Kindergarten teachers will accompany the class if requested by special area teachers.

14. Assignments as facilitators, department chairpersons, unit leaders, etc., will be voluntary.
15. Teacher participation in the student aide program will be voluntary and in the event of problems with the assigned student aide, the teacher will notify the principal of same and he/she will be responsible for working out a solution. The continuance of a student aide in a particular classroom will be at the discretion of the cooperating teacher.
16. In cases where the staff member does not participate in overnight out-door education activities, he/she may be assigned other duties within the District.
17. Cooperation with college and universities in providing experiences for student teachers is encouraged. No preference to any one college or university will be given and student teachers assigned to Sylvania will be sent to the various schools on an equal basis. Once in the assigned school, each teacher in the receiving school will be given an equal chance for supervising a student teacher but will not be forced to do so.
18. Aide time will be dealt with in a consistent and equal manner, provided, that facilitating student education will be the primary consideration. Prior to assignment of a special education aide, the scheduling will be done with input from receiving teachers.
19. Any changes in kindergarten schedules will be done with input from kindergarten teachers.
20. Procedures for changing elementary special area assignments will be:
 - a.
 1. Each year, should it be necessary to change elementary special area assignments, every reasonable effort will be made to base changes on continuity and development of the existing program.
 2. Scheduling will be initiated at a meeting to which all affected teachers are invited before a final decision is made.
 3. If a change in an elementary special area assignment results in a change in home building, it shall constitute a transfer and the transfer provisions of Article IX shall apply. For the purposes of this Section, a "home building" is the building in which a special area teacher performs the majority of his/her assignments.
 - b. Elementary art, music, and physical education teachers will be notified in writing of proposed changes in building assignments (See Appendix "J"). Final scheduling of building assignments will not be done until input of all affected art, music, and physical education teachers has been sought at a meeting to be scheduled no later than five days prior to the beginning of the school year. Teachers will be notified of this meeting at least five (5) work days in advance. At this meeting, the parties will resolve schedules for elementary special area teachers that do not vary by more than two fifty-five minute equivalent sections among the teachers on a weekly basis, so long as the resulting schedules do not require the hiring of any additional employees or reassignment of employees from other than special area assignments for part or all of the day for special area instruction. If, due to unforeseen enrollment changes, sections are subtracted from or added to a building after the schedule of assignments is finalized at the meeting required by this subsection (20)(b) before school begins, the variance may be greater than two fifty five minute equivalent sections. It is management's sole discretion to employ additional personnel for whole or partial special area positions.

- c. Elementary principals shall request and consider the professional input of all art, music, physical education, and classroom teachers assigned to their particular building prior to establishing a building schedule.
21. Elementary Teacher in-Charge
- a. In the absence of the principal in those schools with only one administrator, a secondary principal or administrative substitute may be assigned to assume the administrative duties. If none are available a teacher may be designated as teacher-in-charge. Since the representative may also be absent at the same time the principal is absent, an alternate for the teacher-in-charge also shall be named. Each building will have a written plan/procedure in place to address when a principal is out of the building. This procedure will be placed in their safety plan.
 - b. The teacher-in-charge and alternate positions will be posted, if vacant, as supplemental positions.
 - c. An annual seminar will be sponsored and required through the Staff Development In-Service Program for all new teachers in-charge and new alternates prior to the beginning of the regular contract year.
 - d. The Superintendent or designee will issue a job description for teachers-in-charge and alternates before the positions are posted.
 - e. If the teacher-in-charge or alternate is designated to be responsible in the principal's absence and if the absence is expected to be one-half day or longer, then a substitute teacher will be provided for the teacher's class.
 - f. If the teacher-in-charge or alternate is designated to be responsible in the principal's absence, the teacher-in-charge or alternate shall have the responsibilities which that principal otherwise has for the dispensation and administration of prescription drugs in accordance with Board policy.
 - g. If the teacher-in-charge or alternate is designated to be responsible in the principal's absence, he or she will be paid at the rate of .0025 of the B.A.-zero salary per diem or proportionate part of a day.
22. Intervention specialists at the elementary and junior high levels will receive a total of three days of released time each school year for the preparation of individualized education programs (IEPs) and related duties. Intervention specialists at the high school level will receive a total of four days of released time for the preparation of IEPs and related duties.

B. Summer School

- 1. In the event a summer program is authorized by the Board of Education, the Association and the teachers will be advised of the anticipated vacancies.
- 2. The summer school director shall be responsible for posting notices of all such anticipated vacancies in an appropriate place in each school for not less than ten (10) teaching days prior to the closing date for filling such vacancies. Notice will include educational and experience requirements as well as instructions for filing application. The summer school director shall also mail notices to all teachers on the recall list or on leave of absence.
- 3. Applications will be made in writing to the director of the summer school program.
- 4. Provided the teacher is certified in the subject matter required, selection for participation in the summer school program will be based, in order of importance, as follows:

- a. Length of summer school experience in the subject matter required.
 - b. Length of summer school experience.
 - c. Length of system experience in the subject matter required.
 - d. Every effort shall be made to employ Sylvania teachers. If no Sylvania teacher is available, a qualified teacher will be hired from outside the system.
5. Teachers who develop and write a curriculum for a special interest or enrichment course will be given first consideration for summer school employment in the given program.
 6. Applicants will be notified by the end of the school year of all tentative appointments for which they have applied. Final appointments will be made when the minimum needed enrollment is reached or immediately after the close of the registration period. The decision of the Board relative to such an appointment will be final.
 7. Teachers of summer school will be entitled to use their accrued sick leave. Sick leave will be deducted in the following manner for summer school:

1 class @ 1/4 day]	
]	Elementary & Junior High
2 classes @ 1/2 day]	
]	
1 class @ 1/2 day]	
]	High School
2 classes @ 1 day]	
 8. Summer school teachers will be entitled to one (1) school day of personal leave per session. Unused personal days, to a maximum of five (5) days, may be accumulated and carried forward for use in subsequent summer sessions.
 9. When a substitute teacher is required it will be the responsibility of the summer school director to contact and secure the substitute.

C. Emergency School Closing

1. When the Superintendent closes the schools system-wide for emergency situations, staff members will not be required to report. However, if a weather-related emergency closing occurs on a Records Day, teachers may report to their schools or complete their grading/records duties at home. The Records Day will not be rescheduled.
2. In the event of the delayed opening of schools:
 - a. Teachers will be required to report as soon as possible unless health or safety conditions dictate otherwise.
 - b. Teachers will not be expected to accept duties more than the usual number of minutes before the pupils' school day.
3. In the event that an emergency energy shortage or any other unforeseen event makes it necessary to close schools, the Association will have input in determining the alternative to be used in making up the lost time.
4. Any individual on an approved paid leave when a calamity day occurs will not be charged time from his/her accumulated leave and, further, will not be docked for that day's pay.
5. In the event of an emergency closing of a building for a single day, teachers shall not be assigned duties in another building nor shall they be required to make up this time except as mandated by the State Department of Education.

D. Teacher Work Day

1. The teacher work day will not exceed seven (7) hours and thirty-five (35) minutes per day unless extended days are needed to make up days missed due to closing for lack of funds.

The Association will have input in determining the alternative to be used in making up the lost time.

Until the electronic grade cards are fully implemented at the elementary grade level, there will be no morning meetings for one week corresponding to the end of the 2nd, 3rd, or 4th quarter for the purpose of completing report cards.

2. All teachers shall have a minimum of thirty (30) minutes scheduled, uninterrupted, duty-free lunch period daily. A review of equity among the Junior High lunch time frames will be referred to LMRC.
3. The teachers at the elementary level shall be provided with a minimum of one hundred ninety five (195) minutes per week for planning and preparation during the student day.
 - a. At the elementary level, there will be no scheduled morning meetings one day per week, unless an urgent situation arises as determined by the building principal.
 - b. Reconfigure the elementary library schedule to eliminate teachers having two planning periods on the same day.
4. The teachers at the secondary level (grades 6-8) will be provided with one (1) period per day for planning and preparation.
5. With the agreement of the building principal, teachers can determine flexible work hours between 5:00 a.m. and 5:00 p.m. as long as they work the approved number of hours and meet the Board of Education policy. The Board will encourage a supportive and organizational culture that achieves its goals while accommodating individual needs for flexibility in the work schedule.
6. Secondary school teachers (grades 6-12) who are scheduled for less than five (5) periods of assignments (or in some cases more than six) will be paid in "sixths." This calculates as follows:

<u>ASSIGNMENTS</u>	<u>"PREP" TIME</u>	<u>% OF CONTRACT</u>
1 period	1/6 of a day	1/6 or 16.67%
2 periods	2/6 of a day	2/6 or 33.33%
3 periods	3/6 of a day	3/6 or 50%
4 periods	4/6 of a day	4/6 or 66.67%
5 periods	1 day	100%
6 periods	1 day	100%
7 periods	1-1/6 of a day	1-1/6 or 116.67%

This will also have the same impact if the employee is not full time and has to pay a portion of his/her insurance.

7. Effective with the start of the 2003-2004 Secondary teachers at Northview and Southview will be on the following schedule:
 - a. Both high schools will be on the nine (9) period day. If at any time during the duration of the contract, Administration, in consultation with a secondary scheduling committee, with at least 55% of SEA member secondary faculty support, proposes to pilot a daily schedule, Art. VII, (D)(7)(a) is suspended for a three (3) year trial period. At the end of

the second year of implementation, a vote for adoption of 55% of the SEA member secondary faculty (55% or more of faculty voting) will be required for full implementation. Failing that, the Administration, in conjunction with the secondary scheduling committee, shall explore alternatives to be approved by the same process.

- b. All teachers will have six (6) periods of assignments (classes) per day.
- c. One (1) period for conference per day.
- d. One (1) period for lunch per day.
- e. One (1) period of half conference and half duty. Duty could include study hall, proficiency tutoring, or another duty mutually agreed upon by the administration and teacher. Teachers assigned to these duties will be paired up and may be split as per agreement by the teachers involved.
- f. A teacher who agrees to teach an extra class beyond the 6 may elect to give up the daily planning period; pay will be calculated at 7/6.

E. Job Sharing

- 1. Upon request by two (2) or more members of the bargaining unit, the Board agrees to provide further consideration to dividing a bargaining unit position between those requesting it and to provide compensation and benefits on a pro rata basis.
- 2. If the administration requests and the teacher agrees to substitute for the other job-sharer, that teacher shall be paid at his or her daily rate of pay. The substituting teacher's eligibility for full-time benefits shall only occur after sixty (60) consecutive school days in substituting for the job-sharer.

F. Staff Development

A staff development committee consisting of at least four (4) bargaining unit members, appointed by the Association president, and at least four (4) administrators, appointed by the superintendent, will be appointed annually. The bargaining unit members will always make up 50% or more of the committee. The charge of the committee will be to determine the purpose, content, and direction of staff development activity. The committee will solicit input from each building and report to the superintendent and to the Association president. The staff development committee will consult with the LPDC.

G. Grade Card Committee

An elementary (K-5) grade card review committee with representation from each elementary school will be established to streamline and computerize grade cards. Such grade cards will be fully implemented at the elementary level no later than the beginning of the 2011-2012 school year.

H. Sylvania Local Professional Development Committee (LPDC)

- 1. The purpose of the Sylvania Local Professional Development Committee is to oversee, review and approve 1) the Professional Development Plans for course work, continuing education units, and/or other equivalent activities for renewal of licenses and certificates and 2) the renewal of licenses and certificates.
- 2. The term of office for members serving on this district committee shall be four years and shall be staggered.
- 3. The committee shall be composed of five members, three of whom are classroom teachers appointed by the Sylvania Education Association president and two of whom are administrators appointed by the Superintendent. The five-person membership of the LPDC will be adjusted so

that the majority of the membership will be the administrators when decisions are made for administrators' professional development and license/certificate renewal.

4. In the event of a vacancy, the committee member shall be replaced in accordance with #3.
5. The chairperson of the committee shall be a teacher and shall be determined by a majority vote of the committee members.
6. Decisions of the committee shall be made by a majority vote of those present. A majority of the members must be present for a vote, with at least one administrator and two classroom teachers present. For review and decisions involving administrators the majority would be at least one teacher and two administrators present.
7. Members of the Sylvania LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC's. Members of the LPDC shall be granted professional leave if the training is during the normal school day. Any and all fees required for this training shall be paid by the school district.
8. The Sylvania LPDC shall meet every month (September-May) from 1:00 p.m. to 4:30 p.m. Each teacher member shall receive ½ day (afternoon) release time on the designated meeting days. The Sylvania LPDC shall determine the dates for the meetings. The necessity for additional meetings shall be determined by the chairperson.
9. The association members of the Sylvania LPDC shall receive an annual payment as follows: 12% of the base teacher's salary for the chairperson and 6% of the base teacher's salary for each of the other two members, and shall be paid in accordance with Article XIV, Section E7.
10. Appeals shall be handled by an appeals process adopted by the committee in accordance with the Ohio State Department of Education regulations/guidelines.

I. Fractional Position Teachers

1. All FPTs should be scheduled as continuous time with no break in assignment longer than the duty free lunch or planning time as prescribed in this section and a duty free lunch proportionate to his/her contract if the scheduled teaching assignments span morning to afternoon.
2. The administration shall consult with the Association President prior to implementation of a new or significantly modified FPT position.

**ARTICLE VIII
CLASS SIZE**

A. Size Guidelines

The administrative procedures for class size will include the following guidelines:

K-3	23 District average
4-5	25 District average
6-8, 9-12	25 District average

B. Relief

1. Elementary Procedure for Regular Classes

When a class size exceeds the district average by 5 pupils as stated in A above, one of the following remedies will be exercised by the Superintendent or designee or the building principal, where applicable:

- a. Leveling at the appropriate grade level within a building.
 - b. Transferring students to the appropriate grade level at another building.
 - c. Employment of a certificated aide.
 - d. Employment of an additional teacher.
2. Elementary Procedure of Special Areas, i.e., Art, Music, Physical Education
- When a class size exceeds the district average by 5 pupils as stated in A above, one of the four options listed in B1 above, may be used.
3. Secondary Procedures for Regular Classes
- When the average class size for any teacher exceeds the district average as stated in A above by 5 pupils in grades 7-12, every effort will be made to remedy the situation by exercising one of the four options listed below:
- a. Leveling classes at the appropriate level and subject within a building.
 - b. Adding a section where needed.
 - c. Employment of a certificated aide.
 - d. Employment of an additional teacher.
4. Secondary Procedures for Special Areas, i.e., Art, Music, Physical Education, and Health
- When average class size for any teacher exceeds the district average as stated in A by 5 pupils in grades 7-12, every effort may be made to remedy the situation by exercising one of the four options listed in B3 above.

C. Educating Students with Special Needs (formerly: Integrating Special Needs Students)

1. Every effort will be made to provide students with special needs/disabilities the opportunity to receive an appropriate education within the least restrictive environment, in accordance with section 504 of the Rehabilitation Act, 1973, the Americans with Disabilities Amendments Act, 2009, the Individuals with Disabilities Act, 2004, and the Ohio Operating Standards for Students with Disabilities, 2008. Specifically, “to the maximum extent appropriate, children with disabilities are educated...with children who are non-disabled”. Legally, educators are required to provide services to a student in accordance with a 504 plan or an IEP.
2. The Ohio Operating Standards for Students with Disabilities, 2008 requires that students with disabilities access and progress in the general education curriculum, including aligning IEPs with curriculum content standards and student achievement. Therefore, collaborative teaching between regular education teachers and intervention specialists is necessary within a range of alternatives, including the following:
 - a. consultation – intervention specialist provides information and strategies to implement within regular classroom.
 - b. supportive teaching – regular educator takes the lead and intervention specialist and/or paraprofessional provides students with assistance within the regular setting
 - c. co-teaching – intervention specialist partners with regular educator, sharing space, planning, teaching, grading of students (a voluntary relationship)

In its staff development practices, the district will emphasize collaborative teaching and differentiated instruction at least annually.

3. The Board of Education and the SEA recognize their right and responsibility to maintain educational balance in regular classroom settings. Assignment of students to regular education classes shall be made judiciously, with special consideration for students with significant disabilities. As a general guideline, in a regular education class and not a co-taught class, the percentage of students with an IEP should not exceed 33% of the class membership. Every effort will be made to schedule students accordingly.
 - a. A regular education teacher at the appropriate level must be included at the initial IEP meeting, as well as annual IEP reviews.
 - b. The regular education teacher may request a meeting to discuss the student's needs and placement. This meeting should take place within 10 days of the request. A student may not have a change of placement without an IEP team decision.

Small groupings of students not covered in number 2 (above), may be designed cooperatively with teachers for instructional purposes, within the regulations of the ODE Operating Standards. Small groups or special classes must conform to the ratios and paraprofessional requirements of the Operating Standards. Documentation is required to justify the removal of a student from regular education.

The provisions of this subsection (C) of Article VIII do not create any right, benefit, or privilege for anyone other than bargaining unit members, and as to bargaining unit members, only with respect to their status as employees, not as parents, guardians, or residents of the District. No person outside the bargaining unit can rely on any language in this subsection (C) as evidence of any right, benefit, or privilege.

4. The Director of Special Education/Disability Services shall in August, 2012, circulate to building principals and SEA members the current transition plan for special education services from elementary to junior high, and from junior high to high school.

D. Special Groupings

Special groupings may arise which are not covered above, but are designed by teachers for instructional purposes. Such situations will be worked out cooperatively among the parties involved.

E. Class Size Committee

A committee composed equally of teachers and administrators (one each from the elementary, junior high, and high school; the Director of Student Services will be a non-voting member of this committee) will be formed. The task of the committee will be to study the issue of class sizes in Sylvania Schools and to formulate plans on how best to solve this issue. The committee shall also review class size data relevant to student performance on proficiency test(s) and data regarding effective intervention strategies. The report from this committee will be given to the Superintendent or designee no later than February 1, 2002. The Superintendent or designee will present the findings to the Board of Education at the next regularly scheduled meeting of the board.

F. English as a second language instruction

Students with English as a second language will be given tutoring sessions on a regular basis by a qualified instructor other than the regular education teacher as determined necessary by the classroom teacher and principal.

**ARTICLE IX
ASSIGNMENT AND TRANSFER**

A. Definitions

ASSIGNMENT -- Denotes initial teaching area and/or subject and/or grade level.

HOME BUILDING -- Is the building in which a majority of a teacher's assignments are located or the building in which the initial assignment on Monday is located when a teacher works equal time in more than one building.

REASSIGNMENT -- An instructional change in assignment from grade level to grade level, department to department or within a department by building principal.

TRANSFER -- A school building change.

1. VOLUNTARY -- A teacher requested building change.
2. INVOLUNTARY -- A transfer of a teacher to a different building because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure.

VACANCY -- A newly created certificated staff position or an existing position that is open.

SENIORITY -- The number of continuous years of service in the system including approved leaves of absence and periods of layoff if subsequently recalled to work. The "number of continuous years of service" means the total period of continuous service as described as follows and is not limited to whole numbers of complete years:

1. The seniority date for employees whose continuous period of service commenced with a regular teacher's contract shall be their first date of actual service under a regular limited or continuing teacher's contract. in the event of a tie, the provisions of Article X, Section A (3) will be applied in the order listed.
2. The seniority date for employees whose continuous period of service commenced with a full-time or regular part-time certificated in-school special education tutor's contract shall be the later of September 1, 1993, or their first date of actual service under a full-time or regular part-time certificated in-school special education tutor's contract. In the event of a tie, the provisions of Article X, Section A (3) will be applied in the order listed.
3. The seniority date for employees whose period of continuous service commenced with employment as long-term substitute teachers shall be the first day of service as such long-term substitute teachers followed by uninterrupted continuous service in the system including approved leaves of absence. in the event of a tie, the provisions of article x, section a (3) will be applied in the order listed.

QUALIFICATIONS -- Training, specialized experience and certification.

POSTING -- The listing of all vacancies that is sent to each school.

TEAM TEACHING -- Teachers who share a room together and teach students together in that room. Teachers sharing students, grouping students, sharing lesson plans, and /or cooperative planning in the implementation of the curriculum shall not be considered as team teaching.

B. Assignment and Transfer Initiated by the Superintendent

1. Initial instruction and building assignments and ensuing transfers will be for one year only and may be changed at the discretion of the Superintendent.

2. Should the Superintendent desire to transfer a teacher, a conference will be held with the teacher prior to the implementation of the transfer. At this conference the teacher will be given reason(s) for said transfer. The teacher may have up to two (2) Association representatives present at such conference. Upon request by the teacher, these reasons will be placed in writing and given to the teacher. Failure to receive written reasons upon request shall be grievable. Notice to the SEA of a transfer change by the Superintendent will be made in writing no later than June 1, except in cases of an emergency.

C. Reassignment

1. Should the principal desire to reassign a teacher, a conference will be held with the teacher prior to the implementation of the reassignment. At this conference the teacher will be given reason(s) for the reassignment. Upon request by the teacher, these reasons will be placed in writing and given to the teacher.
2. The teacher may have up to two (2) Association representatives present at said conference. Reassignments by the principal will be made in writing no later than June 1, except in cases of emergency.
3. Procedure for reassignment:
 - a. The staff will be informed of proposed changes and available positions in the building or departments for the next school year.
 - b. Interested staff members will have one week to apply in writing for this position.
 - c. The position will be filled on the basis of qualifications and seniority.
 - d. Should additional positions become open as a result of this process, the process will begin again at Step A.
4. Procedure for reassignment during the summer:

It shall be the responsibility of the teacher to notify the principal in writing indicating his/her desire to be reassigned.
5. No vacancy will exist for posting until reassignments have taken place.
6. A reassignment cannot cause a layoff, cause a layoff to continue, or block a recall.

D. Transfer

1. Voluntary
 - a. Definition - a teacher requested building change.
 - b. The procedure for a teacher to initiate a voluntary transfer will be a written request to the Superintendent or designee applying for a specific vacancy in another building or asking to be notified of, and considered for, any vacancy for which the applicant is certified. All transfer requests will be void at the beginning of each school year.
 - c. Procedures for initiating voluntary transfers and filling vacancies:
 1. The Superintendent or designee will notify all members of the certificated staff of all the certificated vacancies that occur. The Board will email notice of vacancies to all SEA members year round and, during the school year, post the notice in each building.

2. Staff members will have three days to apply for an existing vacancy after the date of the notice. Applications for the vacancy are to be made in writing, including email, to the Superintendent or designee.
3. Requests for transfer can be made at any time.
4. Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of that school year.
5. Letters or email requesting voluntary transfers will be considered before any vacancy is filled.
6. The Superintendent or designee and the administrators of the sending and receiving buildings involved in any transfer will review the transfer application and a final decision will be reached after they have conferred with the Superintendent. Notification will be made to the requesting parties concerning the disposition of the vacancy.
7. The following criteria will be used regarding certificated requests for transfer:
 - a) Qualifications of the applicant for the particular vacancy.
 - b) When the qualifications of more than one applicant are relatively equal, the order of priority in filling the vacancy will be:
 - 1) The applicant with the greatest seniority in the system.
 - 2) A member of the present teaching staff.
 - 3) A person not presently employed by the Board.
 - c) In a team-teaching situation, should a vacancy occur, efficiency of the team will have first priority.
8. If a teacher's request for transfer has been denied, he/she will upon request receive written reasons for the denial
9. In a team-teaching situation, should a vacancy occur, the building administrator and/or the Superintendent or designee will make every effort to involve the remaining team member(s) in the selection of a replacement.
10. A voluntary transfer cannot cause a layoff, cause a layoff to continue, or block a recall.

2. Involuntary

- a. Definition - a transfer of a teacher to a different building because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure.
- b. Procedures to be followed for involuntary transfer:
 - 1) No vacancy will be filled by means of an involuntary transfer if there is another qualified staff member willing to fill said position.
 - 2) Notice of an involuntary transfer will be given to teachers as soon as possible and no later than June 1, except in cases of emergency.

- 3) An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher will be notified in writing of the reason(s). The teacher may have up to two (2) Association representatives present at such meeting.
 - 4) The staff member in the affected building or department with the least district seniority will be transferred/reassigned to a vacancy for which he/she is certified.
 - 5) If no vacancy exists for which the person is certified, then he/she will be transferred to the position of the least senior staff member in the District who holds that position for which the staff member is certified.
 - 6) Placement of a staff member being involuntarily transferred will be done on the basis of seniority.
- c. Redistricting and relocation
- 1) Relocation includes the movement of a program from one building to another, and includes the relocation of one or more classes or grade levels as the result of redistricting or reorganization of grade levels among buildings.
 - 2) If a teacher's position is relocated to a different building, then the teacher will have a right of first refusal to a vacancy in the position upon its relocation before the vacancy is posted. When two or more teachers are affected by the relocation of the same grade level or same program, the right of first refusal shall be extended by seniority.
3. Building Closing Procedures:
- a. Reassignment procedures will be suspended.
 - b. In order for teachers in the closed buildings to be considered for voluntary transfers they must have a letter on file requesting a voluntary transfer.
 - c. Involuntary transfer procedures will be followed.
4. In unique or unusual situations involving assignment and transfer the Superintendent or designee and the Association President will meet to discuss the implementation of the contract language for that particular situation.

ARTICLE X LAYOFF AND RECALL

A. Governing Procedures

1. The Board will inform the Association concerning any potential layoff situations.
2. Teachers being laid-off for reasons of reduction in force will:
 - a. Be placed on the recall list.
 - b. Be given written reasons for the lay-off within ten (10) days of request.
 - c. Be given written information regarding their rights of recall at the time of the notification.

3. Seniority will be defined as in Article IX(A). Priority for establishing seniority will be:
 - a. Date of hire.
 - b. Date of letter of intent.
 - c. Date of first interview.
 - d. Date of most recent application.

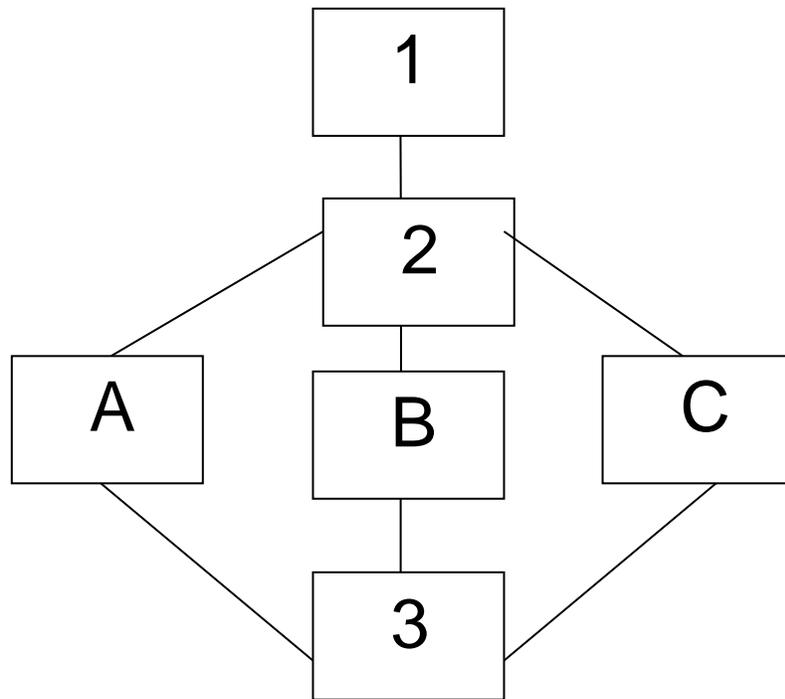
B. Reasons for Reductions in Force and Layoff and Recall

1. Reductions in force.
 - a. Decreased enrollment.
 - b. Insufficient operating funds.
 - c. Curricular changes as adopted by the Board of Education.

C. Reduction in Force Procedure

1. In-building re-organization (Reassignment)
2. Posting District wide vacancies
 - a. Displaced person bid on vacant positions until filled.
 - b. Displaced persons with multiple licensure must choose an option that does not result in a layoff.
 1. Vacancy for which you hold a license.
 2. Voluntary RIF is an option for those who feel unqualified for a vacancy.
 - c. Anyone left without a position goes on the RIF List
3. All transfers based on seniority and licensure and in accordance with Article IX, Section D-paragraph 10. "A voluntary transfer cannot cause a layoff, cause a layoff to continue, or block a recall."

FLOW CHART



D. Order of Layoff

1. Teachers under contract for less than one year by seniority and certification.
2. Teachers under contract for one year by seniority and certification.
3. Non-tenured teachers under two-year contracts by seniority and certification.
4. Non-tenured teachers under three-year contracts by seniority and certification.
5. Tenured teachers under continuing contract by seniority and certification. In the case of a layoff teachers who have completed the requirements for tenure preceding a layoff will be treated as having tenure status.
6. For a teacher whose contract is suspended or whose contract would be suspended if there wasn't a less senior position for him/her in which to move, - he/she has the opportunity to displace the least senior teacher from a position for which he/she holds certification. However, if he/she chooses not to displace that least senior person because of lack of experience in that area or because that position is less than full time, (or is full time in the case of a part time incumbent), he/she may choose to be laid off instead of displacing. A teacher electing this option to be laid off must give the Superintendent written notice of the exercise of this option within fourteen (14) calendar days of receipt of notice of reduction or suspension.

E. Order of Recall

1. Tenured teachers by seniority and certification.
2. Non-tenured teachers on three-year contracts by seniority and certification.
3. Non-tenured teachers on two-year contracts by seniority and certification.

4. Teachers under contract for one year by seniority and certification.
5. Teachers under contract for less than one year by seniority and certification.

F. Rights of Teachers on Recall

1. Teachers will remain on recall four years unless:
 - a. Reinstated.
 - b. Refuse recall.

Provided, however, that a refusal of recall will not remove a teacher from the recall list if he/she so refuses because of lack of experience in the area of the vacancy or because that position is less than full time or because it is full time in the case of a former part time teacher.
 - c. Submit a request for removal.
2. Teachers on recall will have group insurance participation rights exclusively as required by COBRA. The Board will pay one time \$1000.00 toward the cost of this participation.
3. If a vacancy exists teachers on recall will have the right to reimbursement for retraining as provided in Article XVI(B) if done within the summer following layoff.
4. Teachers on recall will have first choice of any vacancy for which they are certified before any new teachers are hired.
5. Persons on the recall list will be given first priority for substituting in daily or extended positions if they so desire according to their seniority and certification.
6. A teacher who refuses recall after July 10, because he/she is under contract with another district will remain on the recall list for one additional year.
7. An offer of recall will be made by mailing a written offer of recall by certified mail to the teacher's residence according to District records on the date of mailing. The teacher must give written notice accepting the offer of recall within ten (10) calendar days of receipt or thirty (30) calendar days from the date on which the recall notice is mailed, whichever occurs first.

- G. The Board shall not use seniority as a factor in layoff and recall under this Article unless it is consistent with ORC 3319.112 and 3319.17.

**ARTICLE XI
LEAVES AND ABSENCES**

A. Personal/Emergency Absence

1. Three (3) days per year with no deduction in pay will be granted each staff member for personal/emergency situations.
2. A leave form should be submitted to the building administrator at least forty-eight (48) hours prior to the intended date of absence, if at all possible. The original of this form will be forwarded to the Superintendent or designee and the duplicate will be kept in the staff member's personnel file in his/her building.

3. In order to make use of a leave day or of a portion of such day, the staff member will submit to his/her building administrator written notice of his/her intention to be absent on a form (in duplicate) provided by the Superintendent or designee. On this form the staff member will indicate the date of the intended absence, whether the absence is to be for a full or half day, and whether a substitute will be needed.
4. When requesting more than three consecutive work days whether or not in the same week written reasons must be submitted to the Superintendent or designee for approval.
5. No leave day, nor any portion thereof, will be granted to any staff member on the day immediately prior to or following a school holiday or vacation. The Executive Director of Human Resources may grant an exception to this restriction if written application is made to the Executive Director of Human Resources explaining the situation when the need for the leave day before or after the holiday or vacation is due to circumstances beyond the control of the staff member. The member may appeal a denial of leave to the Superintendent.
6. Personal leave shall not be used to extend holidays or recesses, to provide vacation for recreation, or for social functions. The Superintendent may allow personal leave at the beginning or end of holidays or recesses where the event giving rise to said leave cannot be otherwise scheduled.
7. For other personal convenience absences requiring an exception, a staff member may request to use two days of personal leave in exchange for the one requested day. Such request will be granted based on the availability of subs.
8. Unused Personal/Emergency Absence

a. Options

Teachers having unused personal/emergency days as of July 1 of each year may choose to have these days:

- 1) Credited to accumulated sick leave.
- 2) Accumulated up to ten (10) days.

Use of these days will be governed by procedures 2 through 6.

b. Procedure

- 1) The Superintendent or designee will:
 - a) Notify all certificated staff by June 15 of each year of the personal emergency days used during the preceding school year.
 - b) Provide each certificated staff member with a printed form where they can indicate which option they wish to utilize for that year.
- 2) All completed forms must be returned to the Superintendent or designee by July 1 of each school year. Forms not returned to the Superintendent or designee by July 1, will result in personal days being credited to unused sick leave.

B. Religious Absence

The Superintendent will grant religious leave with pay to a staff member upon application.

1. For a religious holiday as identified by a duly constituted religious body.
2. Applications must be submitted at least five (5) days prior to the holiday.

3. Absence for such will not exceed three (3) days per school calendar year.
4. Such days will not be deducted from any other leave.

C. Professional Leave

1. Professional staff members are encouraged to attend professional meetings that contribute to the educational program, including UTP sponsored conferences.
 - a. The Board will establish and maintain an account, in the amount of \$75,000 solely for the payment of expenses of teachers attending professional meetings.
 - b. Each building will be allocated a proportion of this money based on the number of teachers in a given building.
 - c. The staff and administration of each building will jointly determine the system of distribution of these funds in the building.

Any carryover in excess of \$500 at the end of the school year will revert to the general fund.
2. The following procedure will be used:
 - a. Written request will be submitted to the building principal for approval and forwarded to the Superintendent or designee. The Superintendent or designee will be the authority in granting such requests.
 - b. Written permission must be obtained before the staff member leaves to attend such meetings.
 - c. If authorized, transportation, lodging, meals and registration expenses will be paid in part or in total by the Board of Education. Registration will be prepaid by the Board of Education if requested one (1) month in advance.
3. In considering whether to grant permission to a teacher to attend a professional meeting which could result in the teacher's absence from the classroom, the Superintendent or designee will take the following factors into account:
 - a. The benefit that might result to the teacher.
 - b. The benefit which might result to the school system.
 - c. That one teacher might be selected to represent a number of teachers who could benefit by this same experience, in which case the one representing the group would be expected to bring a report back to the group.
 - d. In the event that two teachers request to attend the same conference and funding is available for only one, the teacher who has not had an opportunity to attend said conferences recently will be given priority.
4. The Superintendent or designee shall provide upon request to the President of SEA the following information and shall provide a written summary of this information at the end of each contract year.
 - a. List all applicants.
 - b. List all approved meetings.

- c. List the total expenses and balance in the account.

D. Absence Due to Legal Commitments

1. In case of absence from duty in response to a subpoena in a case in court or an administrative hearing in which the staff member is not a party, unless such proceedings are employment related, there shall be no deduction from the salary of the staff member.
2. In case of absence from duty for any court proceeding in which the staff member is a party, unless such proceedings are employment related, or administrative hearing in which the staff member is a party, no salary shall be paid to the employee for the period of absence, unless the staff member uses personal leave.
3. In case of absence from duty in response to jury summons, salary shall be paid to the staff member for the period of absence. The amount of jury pay will not be deducted from salary of staff member.

E. Leave of Absence

1. Definition - Requested Leaves

A leave of absence is understood to mean a period of extended absence from duty by a staff member, for which written request has been made and formal approval granted by the Board of Education.

- a. A staff member will be granted a leave of absence for the following reasons:

- 1) Illness and/or disability
- 2) Assault
- 3) Maternity and/or paternity and/or adoption
- 4) A call to active service in the Armed Forces of the United States

- b. A staff member may be granted leaves of absence for the following reasons:

- 1) Educational or professional purposes
- 2) Travel
- 3) Teacher exchange programs
- 4) Other valid reasons requiring extended leave which are approved by the Superintendent or his/her designee in his/her sole discretion

2. Length of Leaves

Leave of absence for any purpose will not exceed a period longer than twelve (12) months but may be requested for a shorter period. A leave of absence may be renewed for up to or less than an additional twelve (12) months upon written request to the Superintendent.

3. Return from Leave

A staff member will terminate his affiliation with the Board if, at the expiration of the specified period of leave, he declines a comparable position which has been offered. If a staff member plans to return, notification by letter shall be made to the Superintendent before April 1 prior to

the opening of school. When possible the staff member returning shall be placed in the same position and same school building as he/she previously held prior to the leave.

F. Sick Leave

1. Sick Leave - Definition

a. All full-time certificated staff members regularly appointed by the Board of Education will be granted sick leave without loss of pay for absence due to:

1) Personal illness, pregnancy, injury, and exposure to contagious disease which could be communicated to others. Adoption/Medical conditions related to pregnancy or childbirth are within the scope of illness for sick leave.

2) Family Illness or Injury

a) Sick leave benefits will be granted to all regularly scheduled certificated staff members for absence due to illness or injury in the immediate family without restriction.

b) Immediate family will be defined as mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, husband, wife, child, grandchild, or anyone who has virtually held the position of parent or child, or anyone who is a permanent member of the household of the staff member.

3) Bereavement

a) Absence from duty for five (5) consecutive working days will be allowed because of the death and burial of an immediate member of the family.

b) Immediate family will be defined as in 2b above.

c) Additional days for absence due to death in the immediate family may be granted by the Superintendent in extenuating circumstances.

d) In case of the death and burial of less than immediate family, absence will be allowed for one (1) day. Additional days may be granted by the Superintendent or designee in extenuating circumstances.

b. In case of such absence the days of absence will be deducted from the staff member's accumulated sick leave.

2. Accumulation of Sick Leave

Sick leave will be granted to certificated staff members at the rate of one and one-fourth days per month.

a. Sick leave credit will accumulate during paid leaves of absence.

b. The maximum number of sick days allowed to accumulate will be three hundred thirty (330).

c. No certificated staff member will lose his/her accumulated sick leave or personal leave allowance by reason of having been on leave of absence.

- d. The Treasurer will notify each employee as to his/her accumulated sick leave status on the paycheck stub.

3. Provisions - New Staff Members

- a. All staff members new to the system will automatically be granted five (5) days sick leave immediately upon appointment. The days are an advance and are a part of the fifteen (15) days per school year total.
- b. Teachers entering the system from other school systems in Ohio or from the service of any political subdivision in the State of Ohio have the responsibility of verifying any accumulated sick leave to the Treasurer. Teachers will receive full credit for the unused portion of Ohio accumulated sick leave subject to local accumulation limitations.

G. Assault Leave

Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the employer will grant assault leave to covered employee absent due to disability resulting from assault under the following conditions:

Any certificated teacher who must be absent from his or her duties due to disability resulting from an assault which occurs in the course of an employee's Board employment, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days. If permanently disabled the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

Before assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of victims and witnesses and a description of the injuries sustained by each victim of the assault, unless physically impossible to do so. If medical attention is required or sought, the teacher shall also furnish to the Superintendent, a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

Falsification of either the written, signed statement of the events or circumstances surrounding the assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O.R.C..

Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the teacher on leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C. or any other leave to which the teacher is entitled. Assault leave benefits shall not be paid if Workman's Compensation benefits are paid to the teacher.

H. Sabbatical Leave

Teachers who have continuously been employed by the Board for five (5) years may be granted a sabbatical leave for one (1) year. During a sabbatical leave, the teacher shall be considered to be in the employment of the Board, and shall be paid one-half (1/2) of his/her scheduled salary as set forth in Appendix A. Determination of teachers to be granted such leave shall be made by the Superintendent.

1. Qualifications

- a. The applicant must have been employed in the Sylvania City School District for at least five (5) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence without pay for professional improvement, restoration of health, or maternity/paternity shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total of five (5) required by this qualification.

- b. The applicant must not have been granted a sabbatical leave of absence from the Sylvania School District during the five (5) consecutive years of service immediately preceding current application.
- c. The applicant must sign an agreement to return to service with the Sylvania School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years (one year in the event of a half-year sabbatical leave), or to refund all or part of any compensation received during the sabbatical leave from the Sylvania City School District, according to the following schedule:

Years of Service Following Leave Refund

0	100%
0.5	75%
1	50%
1.5	25%
2	0%

An appropriate schedule shall be followed in the event of a half-year sabbatical leave. In the event of extenuating circumstances, the Board may, by special action, waive any obligation to refund compensation.

- d. All applications shall be reviewed for recommendation to the Board by the Superintendent. The Superintendent shall consider, among other qualifications, the following:
 - 1) The proposed program of the applicant as related to professional graduate study, writing or research.
 - 2) The value of the proposed program to the Sylvania School District, its pupils, and the individual applicant.
 - 3) The applicant's length of total service to the Sylvania Schools.
 - 4) Every effort will be made to insure a balance of the total number of teachers eligible for a sabbatical from the areas of elementary, secondary, and special education. The Superintendent would be responsible for maintaining this balance.

2. Application

- a. Applications shall be filed with the office of the Superintendent or designee by March 1 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.
- b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.
- c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement and shall include details either for graduate study in an approved college or university or a project (research and writing) to be pursued independently by the applicant.

3. Compensation

- a. Teachers on sabbatical leave will be paid one-half (1/2) their salary as set forth in Appendix A, on either twenty (20) or twenty-six (26) pays, as so indicated.
- b. A teacher granted such leave shall advance on the salary schedule the same number of steps had the teacher been on the staff in the Sylvania School District.

4. Status While on Sabbatical Leave

- a. A teacher on sabbatical leave shall be considered to be in the employ of the Sylvania School District and shall have a contract.
- b. Full insurance benefits as set forth in Article XV shall be provided teachers on sabbatical leave.
- c. Teachers on sabbatical leave shall be entitled to participate in payroll deduction as provided by the Agreement, accumulate sick leave and may be entitled to tuition reimbursement as determined by the Superintendent.
- d. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.
- e. Teachers shall be responsible for notifying the Treasurer of the Sylvania School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

5. Status Upon Return from Sabbatical Leave

- a. A teacher, when requesting a sabbatical leave, shall indicate a wish to be restored to the teacher's present position upon return. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent or designee shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.
- b. A teacher returning from sabbatical leave shall file with the Superintendent or designee within sixty (60) days a written report of the teacher's educational pursuits while on sabbatical leave and, in the event the leave was granted for graduate study, a transcript from the college or university attended.

I. Unpaid Leaves

1. A leave of absence will be granted for up to two (2) years for staff to complete elected duties of state and/or national affiliates and/or national professional organizations related to the field of education. Extensions of a leave may be granted at the discretion of the Superintendent or his designee.
2. Non-paid days will be granted at the discretion of the Superintendent or his designee for extenuating or extraordinary circumstances.
3. Should a member of the teaching staff so desire, he/she will be granted a leave of absence up to one (1) year without pay for childbirth or adoption.

J. Family Leave Act

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the

Family Leave Act mandates leave rights and benefits beyond those provided in this agreement, those incremental leave of absence rights and benefits shall be accorded to teachers eligible therefore under the act and regulations issued pursuant to it. FLMA shall begin upon the exhaustion of sick/personal days or at the request of the bargaining unit member.

K. Extended Medical Leave Form

Members anticipating a medical leave longer than 20 consecutive work days shall complete the form before the leave or as soon as possible in an emergency situation. The Extended Medical Leave Form should be obtained from the Human Resources Office.

**ARTICLE XII
FACILITIES AND MATERIALS**

A. Teacher Facilities and Privileges

1. a. Space will be provided where a teacher may store instructional materials, supplies and personal materials. The Board will utilize all available space to assure that each teacher will have a desk and filing cabinet for personal use.
- b. Classrooms and teachers' offices shall not be used as storage for voting machines.
- c. Reasonable Advance Notice (ordinarily at least two school days) will be given to elementary teachers of activities which are scheduled to meet in their assigned classroom.
2. A teachers' lounge will be provided in each building. Each school building will have a work area, which may be the lounge, for staff use containing equipment and supplies necessary for the preparation of instructional materials. The lounge will not be used for any other equipment or supply storage (including voting machines). Such lounge shall not be used as a conference room, tutorial room or meeting room (other than for teacher/staff meetings).
3. Separate teacher restrooms for men and women teachers will be provided in each building and kept in good working order.
4. Available telephones for staff's private use will be located in each building and shall be designated as faculty phones. Placement of such phones will be determined with input from the building staff.
5. Lunch facilities separate from the students will be provided in each building.
6. All teachers and immediate family members accompanying them will be entitled to attend, free of charge, all student activities including home athletic events but excluding fund raising projects.
7. Classrooms will be maintained at a level conducive to a good learning environment.
8. Each teacher will be provided a mailbox.
9. An answering service will be provided so that teachers shall be able to call in intended absence from school between 4:30 p.m. and 6:30 a.m. The telephone number of this answering service will be published and distributed to the members of the bargaining unit annually.

B. Textbooks

1. The officers and employees of the school district are responsible for maintaining the program of instruction in accordance with the provisions of the constitution of the state, the acts of the legislature, and the rules and regulations of the Board of Education.

2. The basic unit responsible for the development, implementation, and evaluation of the curriculum in a specific discipline will be curriculum team committees consisting of teachers and administrators.
3. Consistent with the curriculum development cycle, the curriculum team committees will recommend the adoption of textbooks or curriculum materials to the Superintendent or his designee, who will in turn, in cooperation with administrators responsible for curriculum, recommend the adoption of the recommended textbooks/materials to the Board of Education. In the event that the Board does not adopt the recommended textbook/materials, the curriculum team committee that made the recommendation will be called back into session for another recommendation.
4. Teachers will have the right to participate in the development and modification of curriculum courses of study and the selection of textbooks/curriculum materials and supplementary materials.
5. When a new textbook series is being considered for adoption system wide, a pilot study of the series will be considered by the Textbook Adoption Committee before its adoption.

C. Resident Educator Program

The Resident Educator Program attached to this Agreement as Appendix I, will be implemented with the beginning of the 2012-2013 school year.

D. Use of Charter Buses

1. Contingent on the OAPSE contract, where external sources of money exist, the use of charter buses for student travel to participate in trips dealing with unique lifetime experiences may be allowed.
2. Contingent on the OAPSE contract, school funds may be used to charter buses for student travel when economically beneficial to the school district.
3. Upon the conclusions of the OAPSE negotiations, the use of Charter Buses for student travel will be referred back to LMRC for further review.

ARTICLE XIII GRIEVANCE PROCEDURE

A. Definition

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

B. Purpose

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

3. To encourage teacher expression regarding conditions that affect him/her.
4. To build confidence in the sincerity of the procedure.

C. Informal Procedure

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

D. Formal Procedure

STEP 1

No later than twenty (20) days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed Grievance Report form, Step I. A copy of the completed form shall be given to the grievant and to the Association Building Representative. Within five (5) days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within five (5) days after such meeting.

STEP 2

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step I, within ten (10) days of receipt of the administrative decision in Step I, the grievant and/or the Association representative shall complete a written Grievance Report Form, Step II, and submit the same to the Superintendent. Within ten (10) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within ten (10) days of the meeting the Superintendent shall indicate in writing his disposition and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP 3

If the grievant and/or Association is not satisfied with the disposition or if no disposition has been made within the above stated time limits, the Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent or designee within thirty (30) days a request for arbitration. Within ten (10) days after the request the Association representative and a representative of the Administration shall meet to select the arbitrator. If no arbitrator is selected within said ten (10) days, the matter shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and Association. All additional expenses shall be borne by the parties incurring them. The arbitrator may determine if he has jurisdiction. There will be no decisions contrary to law.

E. General Provisions

1. Grievances that relate to more than one building shall commence at Step II. At the request of the Superintendent an informal hearing may be held within five (5) days before any formal action occurs.

2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.
3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to the grievance procedure except that the Association will be informed of any result that affects the Agreement.
4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing. When the grievant is not represented by the Association, the Association shall have the right at its request to have its representative present to state the views of the Association at all stages of the grievance procedure. In no case shall the administration bypass the Association representative, once selected by the grievant, and communicate directly with the grievant.
5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
6. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.
7. Day shall be defined as a work day.

**ARTICLE XIV
COMPENSATION**

A. Base salaries effective on the following:

Effective July 1, 2014	\$37,290
Effective July 1, 2015	\$38,222

B. Extracurricular Salary

1. The joint committee to develop a process for adding and/or deleting supplemental positions reported that the Sylvania Schools extra-curricular activities, athletics, and clubs should meet the needs of the students and remain cognizant of financial resources of the district. The following guidelines are in place:
 - The administration has the right to establish a supplemental contract.
 - Supplemental contract salaries will be negotiated with SEA, per current contract language
 - Criteria used to establish or delete a supplemental contract for activity/club is in each building office and includes forms A and B.
 - Only athletic activities recognized by the Ohio High School Athletic Association will be considered for approval.
 - Athletic activities must be approved by both high school athletic directors and both principals for all athletic related supplemental contracts to forward the request to Superintendent for action.
2. Extracurricular salaries are to be calculated by multiplying the respective index by the base gross salary in Appendix A (B.A.:0 years experience) in effect. The extracurricular salaries reflected in Appendix B shall be based on the following schedule:

Effective July 1, 2014	\$37,290
Effective July 1, 2015	\$38,222

C. Summer School and Tutoring

Summer school teachers and hourly paid tutors will be paid at the hourly rate of

Effective July 1, 2014	\$35.00
Effective July 1, 2015	\$37.00

D. Salary Schedule Application and Placement

1. The schedule provides that the basic salary classifications of the teacher shall be determined by professional certification, training and experience. The Board is only obligated to give placement credit for the combination of a, b, c, and d below, of three (3) years but may, at its discretion, give more, but only up to ten (10) years except in areas of teacher shortage for the type of license. Placement on the salary schedule shall provide for:

- a. All years of teaching service in another public school. All years of teaching service in a chartered, non-public school located in Ohio.
- b. All years of active military service to a maximum of five (5) years.
- c. Years of substitute experience within the Sylvania Schools wherein 120 days in a given year would constitute one (1) year of experience.
- d. All years of teaching service in a chartered school or institution.
- e. All years of teaching service in the school district.
- f. Upon the receipt by the Board of a copy of the teacher's transcript showing that the teacher has met the requirements necessary to change placement on the salary schedule, along with the teacher's completed form requesting the change in placement, the Board will make the change. The changes will be effective immediately and will be reflected in the second pay following receipt of requirements by the Human Resource Office.
- g. Vocational Teachers

Vocational teachers in a position that does not require a college degree in education shall have their previous training and experience evaluated by the Superintendent or designee and shall then be placed in a specific experience bracket in the proper class of the salary schedule. Advancement to a higher classification on the salary schedule may be achieved by meeting the yearly credit requirements for certification required by the State of Ohio and by completion of the following educational requirements:

(If the certification requirements for a vocational program are changed, then the teachers in that program will be re-evaluated for placement on the salary schedule.)

1) B.A. Column (I)

- a) one (1) year vocational certificate and no degree.
- b) four (4) year vocational certificate and no degree.
- c) B.A. + one (1) year vocational certificate.

2) B.A. + 15 Column (II)

- a) eight (8) year vocational certificate and no degree.

- b) four (4) year vocational certificate + B.A. degree.
 - c) B.A. + 15 semester hours and vocational certificate.
 - 3) M.A. Column (III)
 - a) eight (8) year vocational certificate + B.A.
 - b) 165 college semester hours, no Master's degree and permanent vocational certificate.
 - c) M.A. + at least one (1) year vocational certificate.
 - 4) M.A. + 15 Column (IV)
 - a) M.A. + 15 graduate semester hours or 22 graduate quarter hours + vocational certificate.
 - 5) M.A. + 30 or Specialist Column (V)
 - a) M.A. + 30 graduate semester hours or 45 graduate quarter hours + vocational certificate.
 - b) M.A. + Specialist degree + vocational certificate.
- h. Regular Placement on Salary Schedule
 - 1) B.A. Column
 - a) B.A.
 - b) Life or permanent certificate - no degree.
 - 2) B.A. + 15 Column
 - a) B.A. + 15 graduate semester hours or 22 graduate quarter hours.
 - b) B.A. + 30 undergraduate semester hours or 45 quarter hours.
 - 3) M.A. Column
 - a) M.A.
 - 4) M.A. + 15 Column
 - a) M.A. + 15 graduate semester hours or 22 graduate quarter hours.
 - 5) M.A. + 30 Graduate Hours or Specialists
 - a) M.A. + Specialist
 - b) M.A. + 30 graduate semester hours or 45 graduate quarter hours.
 - 6) Doctorate
- i. For the purpose of D.1, a, c, d, e, f, and g, 120 days shall constitute a year's service. For the purpose of b, eight (8) months of service shall constitute a year.

2. Placement on the salary schedule in the 2012-2013 school year and thereafter shall occur as though the 2011-2012 step freeze did not occur.

E. Pay Dates

1. Pay dates for the 2014-2015 school year shall be:

August 29; September 12, 26; October 10, 24; November 7, 21; December 5, 19; January 2, 16, 30; February 13, 27; March 13, 27; April 10, 24; May 8, 22; June 5, 19; July 2, 17, 31; August 14.

Supplemental Pay Dates: FALL 11/14/14, WINTER 3/20/15, SPRING 6/12/15.

Longevity Severance Dates: 7/18/14, 1/30/15, 7/31/15.

2. Pay dates for the 2015-2016 school year shall be:

August 28; September 11, 25; October 9, 23; November 6, 20; December 4, 18, 30; January 15, 29; February 12, 26; March 11, 24; April 8, 22; May 6, 20; June 3, 17; July 1, 15, 29; August 12

Supplemental Pay Dates: FALL 11/13/15, WINTER 3/18/16, SPRING 6/10/16

Longevity Severance Dates: 7/17/15, 1/22/16, 7/22/16

Direct Deposit

Direct Deposit will be offered as an option for all certified employees. Effective 8/1/04 all new hires will be required to have Direct Deposit. Any employee hired before 8/1/04 wishing to opt out of Direct Deposit must notify the payroll department in writing by June 1st of each year.

All earnings will be included in the regular pay except supplemental pay. In order to process Direct Deposit there will be a two-week lag in payment for hourly, extra duty pay, etc.

Direct Deposit notices will be sent to the employee's district e-mail address. Paychecks will be mailed by US Mail during holiday periods and summer break. Adjustments for payday may be made in holiday circumstances.

Teachers who are not on Direct Deposit will have the right to exercise the option of receiving the remainder of their escrowed monies on July 10 of each year.

4. All deductions will be figured according to their regular bi-weekly gross pay.
5. One year prior to any change required by the Auditor of State to reconcile pay periods, a written schedule of payments will be given to each affected employee by the Treasurer.
6. a. Payment of supplemental contracts shall be made in either one separate pay check at the end of the activity (payable at one (1) of three (3) times a year), or spread out over regular pay periods. This option is to be exercised upon signing the contract. Past practices regarding this Section (E)(6) are eliminated effective September 1, 2000.

Supplemental Contracts pay dates for the 2014-15 school year shall be:

FALL	WINTER	SPRING
11/14/14	3/20/15	6/12/15

Supplemental Contracts pay dates for the 2015-16 school year shall be:

FALL	WINTER	SPRING
11/13/15	3/18/16	6/10/16

- b. With no stated preference on the signed contract, payment will be spread out over regular pay periods.
 - c. The administration will take timely administrative actions necessary for bargaining unit members to sign and return supplemental contracts to Human Resources by August 1 before school begins for those supplemental contracts that can be approved before August. If bargaining unit members return their signed supplemental contracts by August 1, those bargaining unit members whose supplemental pay will be paid over the 26 regular payrolls can have their supplemental pay begin with the first pay date of the annual pay cycle.
 - d. Supplemental contracts returned to Human Resources with a bargaining unit member's signature after August 1 shall be paid in approximately equal installments over the number of payrolls remaining in that year's pay cycle (after a reasonably prompt time for processing) unless the bargaining unit member has opted for the lump sum payment under Section (E)(6)(a) of this article.
 - e. Longevity Severance pay dates –2014-15 Retirement

7/18/14	1/30/15	7/31/15
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Longevity Severance pay dates – 2015-16 Retirement

7/17/15	1/22/16	7/22/16
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7. Summer school pay will be included in the regular bi-weekly check.
 8. Any error in paycheck and/or deduction in the regular pay of an employee shall be corrected by the Board within three (3) working days following discovery of the error and written notification thereof to the treasurer. Errors in the paycheck for extended time, supplemental pay, extra duty pay and the like, will be made on the next bi-weekly payroll.
 9. Supplemental pay errors
 - a. For bargaining unit members not opting for the lump sum payment, errors in supplemental pay or delay in supplemental pay contrary to sections (6)(c) and (d) shall be treated as errors in pay under section (8) above.
 - b. If the delay in spreading supplemental pay over 26 pays is attributable to the employee, the supplemental pay will be spread over the remaining pays in the pay cycle.
 - c. In all other cases, if the bargaining unit member raises the error by the close of business on the Tuesday after the payday, a separate check correcting the error shall be issued within three (3) working days. If the bargaining unit member notifies the Treasurer/designee of the error later in the week than the close of business on the Tuesday after payroll (the "payroll blackout period") the Treasurer/designee shall send the bargaining unit member an email acknowledging receipt of the error notice and that the error will be addressed and, if accurate, corrected when the payroll blackout period has ended.
 10. Employees who have their legal residence in another taxing district will have the appropriate state and local taxes deducted from their pay upon request.
 11. Any employee can, at any time, request a payroll deduction for annuity or IRA purposes as long as the individual meets Board of Education policy.
 12. Any time there is a variance in the amount of gross or net pay a teacher will receive, the Treasurer will include a notice in with the paycheck explaining the reason for the difference.

13. Substitute of Supplemental Assignment

Bargaining unit members who are placed on medically documented sick leave will be asked to relinquish all employment duties with the Sylvania Schools Board of Education including supplemental limited contracts. Employees on an absence due to a medical condition shall not perform duties nor be compensated for the supplemental contract duties during the time they are off per doctor's orders. The SEA and the administration agree to place substitute employees into supplemental limited contract positions for the duration of the supplemental limited contract. Upon medical release to return to all employment duties with the Sylvania Schools Board of Education, the member will resume duties of the supplemental limited contract. Payment for duties will be prorated per the contracted salary.

F. Extended Time Allowance

1. The recipients of extended time allowances will be determined by the Superintendent of Schools.
2. The time period for extended days will be the day after school ends and the day before school begins for the next school year.

Secondary counselors will get 15 extended days per year.

Five (5) of the 15 extended days will go towards closing the current school year and must be completed by June 30th of each year. Ten (10) of the 15 extended days will go to complete the new upcoming school schedule and must be completed by the day before the new school year begins. The 10 extended days must be worked before the first teacher workday of the new school year.

Effective September 1, 2001, the 15 extended days will be paid as a supplemental paid over 26 pays or can be taken as a lump sum. This lump sum payment is to be paid in the regular July payroll after the July "draw down" checks have been run.

Principals will report the 5 day and 10 day "extended days worked" to the Treasurer's Office before: 1) the end of the 5 extended day period as defined above as "June 30th of every year", 2) the end of the 10 extended day period as defined above will be "the day before the 1st teacher workday. The 10 extended day period will be between July 1st and before the first teacher workday of the succeeding new school year".

3. Supplemental contracts for extended time shall be issued to each school psychologist (case manager) for not less than twenty (20) days. Opportunities to perform needed psychological services during the summer must first be offered to Sylvania staff psychologists at the extended contract rate.
4. To the extent possible, extra extended-day opportunities will be offered equally among qualified staff members.
5. Extended time days shall occur on non-scheduled workdays between July 1 and June 30.
6. This paragraph provides additional regulations for extended time for vocational education teachers. Each vocational teacher employed for the 2003-2004 school year shall retain the number of extended time days he or she had in the 2003-2004 school year so long as he or she continues uninterrupted in the same vocational education position.

Job descriptions will be developed for vocational education extended time. The job description shall specify the duties required for each position.

Vocational Extended time shall be as follows:

Horticulture	20 days
OWE/OWA	15 days

Agri Business	0 days
Science/Agri Business	20 days
Marketing	15 days
Career in Education	5 days
Career in Education (Early Childhood Education)	10 days
Mentorship	10 days
GRADS	5 days

Vocational education teachers who are not grandfathered for extended time above shall be allowed the number of extended time days provided above with the provision that the number of days shall be reduced by one (1) day for each enrollment number below the benchmark of 15 juniors and/or 12 seniors. The OWE/OWA programs are exempted from this provision. However, no reduction shall be made in the extended time allowed during the first two (2) years of a vocational education teacher's employment.

G. Extra Duty Pay

1. Every effort will be made to secure substitutes in the absence of a regular classroom teacher or special education paraprofessional. Teachers who cover a class when substitutes are unavailable will be compensated in the following manner:

Effective July 1, 2014	\$35.00
Effective July 1, 2015	\$37.00

Extra duty compensation will also apply when a substitute is not available for a special education paraprofessional or teacher in a co-teaching arrangement. Prior approval by the principal is required for extra duty pay.

2. Beginning with the sixth consecutive day of a counselor's absence, any other counselor who is required to perform extra work shall be compensated for the extra work pursuant to Article XIV, Section I, Paragraph 1. Prior approval shall be required for all extra compensation.
3. Teachers who serve on a committee formed under the provisions of this Agreement or a District Committee formed by the administration shall be compensated at the rate of \$35.00 per meeting effective July 1, 2014 and \$37 per meeting effective July 1, 2015.
 - a. A district committee is one formed by the Administration on which staff members serve.
 - b. A voucher listing the teachers to be compensated will be provided to the Treasurer by the Administrator calling a District Committee Meeting.
 - c. Compensation will be paid no later than the second pay period following the meeting.
4. Any IEP Meeting extending beyond thirty minutes after the teacher work day or starting thirty minutes or more after the school day shall be compensated at the hourly rate (extra-duty scale).

H. Payment of Unused Sick Leave

1. Any certificated staff member with five (5) years of professional experience in the Sylvania School System will at the date of retirement (retirement is defined as when an employee leaves the Sylvania Schools and receives lifetime income from STRS based on contributions to the retirement system and those of the Board of Education) receive a lump sum payment equivalent to the lesser of his/her accumulated sick leave days or ninety-one days at the employee's current base salary. To be eligible for severance pay, the employee must start receiving retirement benefits from STRS within forty-five (45) days of his/her effective date of resignation for retirement purposes. Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached as Appendix H, or if none to the

surviving spouse of the employee if permitted by law, or if not permitted by law to be so paid then to the estate of the deceased employee.

2. If feasible from a legal and tax standpoint, the Board shall implement the option for an employee to use or trade severance pay for the purchase of STRS service credit.

I. Compensation During Requested Leaves

1. Compensation during leaves of absences will be dependent upon the type of leave and will be determined by the Superintendent.
2. When a staff member is on an approved leave of absence he/she may continue participation in any group insurance plan notwithstanding Article XV E, 1, 4, 5, so long as the Treasurer receives a check from the employee before the first day of each month as an advance payment of the premium(s) for that month.
3. Increment credit on the salary schedule will be granted during leaves of absence for military duty or for exchange teaching.

J. Longevity Severance

1. Statement of Severance

Participation in this plan is voluntary. Teachers who achieve age fifty-five (55) and twenty-five (25) years of teaching experience, age sixty (60) and ten (10) years of experience, or any age and thirty (30) years of teaching experience during the term of this agreement may retire under this plan.

This plan does not apply to:

- a. Those applying for and/or receiving disability retirement.
- b. Those terminated by the Board for cause or where contracts are otherwise discontinued or suspended involuntarily.

2. Eligibility for Benefits

The certificated employee:

- a. Must have ten (10) or more years of service with the Sylvania City Schools in order to be eligible under this Plan; and
- b. Must meet all eligibility requirements for service retirement under the State Teachers Retirement System. To be eligible for severance pay, the employee must start receiving retirement benefits from STRS within forty-five (45) days of his/her effective date of resignation for retirement purposes.

3. Procedure for Acquiring Benefits

- a. In order to obtain this special retirement incentive benefit, a teacher who will be eligible to retire during the year, or at the close of the school year, must submit a letter of resignation and intent to retire by February 28 of the-school year of retirement.
- b. After receipt of the letter from the certified employee exercising this retirement option, the Superintendent or designee will verify that the applicant meets all of the requirements of the Plan, the Board will approve the retirement if the applicant is eligible, and the Superintendent or designee will issue a notice of approval within sixty (60) days of

application. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

4. Benefits

- a. In addition to the severance pay currently provided under Article XIV(I), all teachers meeting the requirements of and who retire in accordance with this Article XIV(K), shall receive an additional amount calculated as follows: the number of sick leave days in excess of ninety-one (91) accumulated by the employee at the effective date of his/her service retirement multiplied by twenty-five hundredths (.25) multiplied by his/her regular contract per diem salary immediately before the effective date of retirement.
 - b. Payments shall be made in a lump sum combined with the regular severance payment under Article XIV(J) and paid in three installments: one at 25% of the total amount in July of the year of retirement, the second at 50% of the total amount in January of the year following retirement, and the third at 25% of the total amount in the following July.
5. Payment pursuant to this Article shall be made only once and shall eliminate all accrued and unused sick leave to the teacher's credit at the time of retirement.
 6. The benefits provided above are exclusive and may not be included in salary computations for the purpose of determining STRS benefits.
 7. Employees retiring at the end of a school year and desiring to defer a portion of their severance payment to a Tax Sheltered Annuity (TSA) must provide a new salary reduction form that has been fully completed. In addition, a maximum exclusion allowance (MEA) calculation must be completed for both the year of retirement and the subsequent year by a qualified TSA tax consultant or insurance representative. The salary reduction forms and the special MEA calculations, meeting all Federal and IRS guidelines, must be received by the Treasurer at least sixty (60) calendar days prior to the effective date of retirement, but in no event later than February 28. Any employee who would retire at any other time during the school year must also provide a 60-day notice in writing to the Treasurer's office along with the aforementioned documentation.

K. Accumulated Leave Plan

All teachers turning 55 in the calendar year in which they retire or older will take part in the Accumulated Leave Plan that is offered by the District's selected provider.

1. If a retiring member is a participant in the accumulated leave plan, the employer contribution shall be made in a lump sum to the provider on his/her behalf under the accumulated leave plan in an amount equal to the lesser of:
 - a. The total amount of the Participant's Severance Pay (sections (H) and (J)), or
 - b. The maximum contribution amount allowable under the terms of the accumulated leave plan.
2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.

3. If a member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

L. National Board Certification Stipends

1. The Board shall pay a stipend, beyond any stipend provided by the State of Ohio, in the amount of \$1,500 annually to teachers who obtain National Board Certification before the beginning of a school year. Such NBPTS teachers shall each have the responsibility to provide two (2) staff development presentations during each school year as determined by the Director of Curriculum and Assessment with concurrence with the Superintendent or designee. The Director of Curriculum and Assessment shall coordinate the delivery of such presentations with the scheduling needs of the teacher and the district. The Sylvania School District agrees to pay NBPTS receiving and presenting their certification prior to the first day of the second semester, a half year stipend amount of \$750 and agreed to the assignment of one staff development activity from Director of Curriculum and Assessment for the second semester.
2. In addition to the stipend above, when a teacher volunteers and agrees before March 1 to be assigned the next school year at the Superintendent's sole discretion, and the Superintendent exercises this option, the Board shall pay an additional stipend of \$1,500. This paragraph (2) shall become effective for the school year. In the event a teacher no longer desires to participate in this provision, such shall be conveyed to the Superintendent not later than the last day of February every year, thereafter to take effect the following school year.
3. A teacher who completes the school year in compliance with (1) or (2) above shall be paid the appropriate lump sum stipend(s) on the June Supplemental Pay date.
4. A teacher working on National Board Certification shall receive up to four (4) days professional development time throughout the process.
5. The Board shall reimburse 50% of the certification fee, which is not covered by another source, upon receipt of certification.

M. Criminal background checks

The Board of Education shall pay for the cost of criminal background checks required by O.R.C. 3319.291 of members of the bargaining unit (excluding the background check for initial employment by the Board).

N. Elementary and Secondary Standards Leadership Team

The SEA members of the Elementary and Secondary Standards Leadership Team shall each be paid a stipend of \$500 for their work in the 2012-13 school year (\$250 in December and \$250 in June).

**ARTICLE XV
FRINGE BENEFITS**

A. Medical Insurance

The Board shall purchase, from a carrier licensed by the State of Ohio, basic hospital/surgical insurance coverage and major medical insurance for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications listed in Appendices K-1, K-2, K-3 and K-4. From time to time the Board may elect to change carriers and coverage. It is authorized to do so but such change shall not in any event reduce coverage below the specifications listed in Appendices K-1, K-2, K-3 and K-4.

- During the annual open enrollment period (or if the employee experiences a qualifying event under federal law), each full-time employee may enroll in one of the four health benefits plans described in Appendices K-1 through K-4 for the employee, spouse and eligible dependents. The “Flex” and “Flex Plans” are abolished after midnight, December 31, 2014. The monthly premium costs of each plan shall be borne as follows:

<u>K-1</u>	<u>K-2</u>	<u>K-3</u>	<u>K-4</u>
Employee pays 15%, the Board pays 85%.	Employee pays 10%, the Board pays 90%.	Employee pays 7.5%, the Board pays 92.5%.	The Board pays the full dollar amount of the premium as of 1/1/2015 and then if it changes, the full dollar amount of the premium as of 1/1/2016.

- When a certificated employee reaches age 65 the Board will continue to purchase the same hospital/surgical and major medical insurance provided other certificated employees.
- When legal to do so, the Board shall implement a Section 125 premium-only plan to tax shelter employee contributions to insurance, with the Board to pay the administrative fee. Members of the bargaining unit will attend an annual meeting with the Section 125 plan administrator as required to stay compliant with the Section 125 plan and IRS laws and regulations. The Board also shall implement a flexible spending account for designations by employees of their earnings, with employees to pay any administrative fees for maintaining such accounts.
- The Board shall offer a smoking cessation program for those members that wish to participate, free of charge.

B. Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio group term life insurance for each certificated employee in the face amount of forty thousand dollars (\$40,000), plus an equal amount of accidental death and dismemberment coverage. Those members of the bargaining unit currently receiving more than \$40,000 in coverage will continue to receive the current coverage. The full cost of life and accident insurance and any increases thereof shall be paid by the Board.

There will be a 35% reduction in the amount of coverage at age 65 and termination of coverage at age 70.

The Board shall allow individual employees to purchase additional amounts of coverage through payroll deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the carrier.

Said life insurance shall be effective as soon as possible after adoption and ratification of this Agreement.

C. Dental Insurance

The Board shall purchase through a carrier licensed by the State of Ohio family dental insurance protection for each certificated employee equal to or exceeding the specifications below. The full cost of this program and any increases thereof shall be paid by the Board. Consistent with a managed care plan, said program is a full, reasonable and customary plan in all classes of covered expenses.

Specifications:

Maximum Benefits Per Covered Person	\$1,000 per year
Deductible - Individual	\$ 25 per year

Deductible - Family	\$ 50 per year
Co-Insurance Amounts	
1) Diagnostic * Preventive Services	100%
2) Routine Dental Services	80%
3) Major Dental Services	50%
4) Orthodontic Services	50%
(maximum \$1,500 lifetime per person)	

Coverage for unmarried children to age 19, however, dependent unmarried children who are full time students will be covered to age 25. The aforementioned deductible amounts for single and family do not apply to Class #1 and #4. Effective Plan date, January 1, 2004.

D. Miscellaneous

1. Teachers receiving approval for an unpaid leave of absence shall have their surgical, hospitalization, major medical, dental, and prescription drug paid for by the Board on a prorated basis depending upon the number of days taught in that school year.

The formula for prorating shall be:

$$\begin{array}{rcl} A & = & B \\ 185 & & 365 \end{array}$$

A = number of paid days in current school year contract for the teacher having the approved leave.

B = number of days in the same 365-day calendar year for which benefits will be paid by the Board of Education to the teacher on approved leave.

2. All fringe benefits for part-time teachers and tutors shall be prorated on the same basis as their regular salary.
3. Teachers shall be given a copy of completed enrollment forms for fringe benefits.
4. If an employee begins a leave on the first day of the month, the Board will not pay the premiums that are payable during that month.
5. If an employee begins a leave other than on the first day of a month, notwithstanding Section D 1, the Board will pay the premiums that are payable during that month.
6. If two employees of Sylvania Schools are married to each other, each can take a single plan or one can take a family plan. Both cannot take a family plan. This applies only to hospitalization, surgical, major medical, dental and prescription drug.
7. A new employee will be given an opportunity to enroll for coverage effective the first day of employment.
8. An employee returning from leave of absence will be given an opportunity to enroll for coverage, if said coverage had been dropped during the leave, effective the first day of his/her return to active service.
9. Upon demonstration of substantial need the Superintendent may certify to a carrier the enrollment of an employee who initially chose not to participate in said plan.
10. If an employee is on an approved leave of absence, he/she may continue participation in the group coverage, notwithstanding Section D 1, 4, 5 so long as the Treasurer receives a check from the employee before the first day of each month as advance payment of the premium(s) for that month.

11. An employee shall notify the Treasurer as soon as possible concerning a change in dependents.
12. Each insurance will contain coordination of benefit measures to insure appropriate coordination of benefits for Sylvania School subscribers, spouses and dependents carrying multiple insurance.

E. Committee

A continuing committee composed of representatives of Sylvania Education Association, Chapter 227 of the Ohio Association of Public School Employees, and Administration shall meet to promote Health Care cost containment.

The committee shall be structured as follows:

- 4 teachers appointed by SEA
- 4 administrators
- 4 OAPSE members

The committee will promote:

1. a. The study of current developments in the health care industry.
- b. Monitoring current benefits, premiums, and carriers.
- c. Continuing educational program for all staff on benefit usage for maximum cost effectiveness.
2. Meet quarterly. Minutes published to all staff.
3. All costs for programming will be borne by B.O.E. as approved by the Superintendent or designee.
4. Chair and recorder to be elected from the members of the committee.
5. The committee will study and recommend to the Board and the Associations cost saving measures which, if agreed to by all parties, may be implemented.
6. Review potential carriers for insurance.

F. Employee Assistance Plan

1. The Board of Education shall continue to provide an Employee Assistance Plan. A bargaining unit member's use of /or referral to the EAP shall be voluntary and the communications between the employee and the EAP shall remain confidential and may not be used by the Board of Education, Association, or employee in any proceeding.

**ARTICLE XVI
REIMBURSEMENT**

A. Mileage

1. Employees will be reimbursed for necessary and authorized usage of their automobiles at the IRS rate per mile in effect on July 1 of the current school year.
2. Necessary usage of an automobile will include any and all workday functions in which a staff member is obliged or committed to use his/her personal automobile to carry out school duties.

3. Staff members with supplemental contracts, whether curricular or extracurricular, will be included fully in these provisions but will not include their travel to and from home or other instances when their car is used by choice not necessity.
4. The Treasurer will notify staff annually concerning the procedure for reimbursement.

B. **Additional Training Stipend**

1. The Board of Education will reimburse staff members for the cost of tuition for successfully completed college work related to the education field of up to \$300 per semester hour of credit for a total of nine (9) semester hours per year, defined as Sept. 1 through Aug. 31 of the following year, upon presentation of appropriate receipts and transcripts.
2. Payment for additional college hours will not be paid for attending an institute or workshop to which the school district contributes to the stipend or tuition payments thereby providing a stipend and/or tuition free institute or workshop for the employee.
3. In the event that the state required C.E.U. credits for maintenance of certification, upon prior approval by the Superintendent or designee, the Board will reimburse the staff member for all class costs. In the event that required classes are held only at locations outside of the Toledo Metropolitan Area, the Board will also reimburse the staff member for mileage. The Board will not be required to release a teacher for more than three (3) days in one school year pursuant to provisions of this Article. The teacher must file the request for reimbursement with the Board within one year after completion of the course for which reimbursement is sought.

**ARTICLE XVII
SEQUENCE OF CONTRACT ISSUANCE**

A. Regular limited contracts shall be offered in the following manner:

1. Upon initial employment a one-year contract will be issued by the Board.
2. The second contract issued by the Board will be for two years with the Board reserving the option of issuing a second one-year contract. Should a second one-year contract be issued written reason(s) will be provided at time of issue. The reason(s) shall not be subject to review under the grievance procedure.
3. The third contract issued by the Board and thereafter will be for three years except to employees who have received a second one-year contract. The third contract for these employees will be for two years and the fourth contract and thereafter shall be for three years.
4. Continuing contracts shall be granted by the Board in keeping with the Ohio Revised Code, provided, however, that any teacher who expects to be eligible for continuing contract by April of any school year must give written notice to the Executive Director of Human Resources by the previous October 1. If the teacher is on a multiple-year limited contract and is not awarded a continuing contract that year it is without prejudice to a future notice from that teacher.
5. Teacher contracts shall begin July 1 and end June 30.

B. **Replacement Teachers**

The Board may hire a replacement teacher for up to two (2) years on limited one (1) year contracts for the purpose of replacing a teacher who is temporarily taking a position for curriculum support. At the end of the temporary assignment, the curriculum support teacher may return to the position left. If the curriculum support teacher elects not to return to the original position, the job shall be filled via standard contract procedures.

If the replacement teacher is not hired to fill a vacancy at the end of the 1st year, and a 2nd one year contract is offered, that person will be considered to have two years experience and will have bidding rights for vacancies as stipulated by the contract at the end of the 2nd one year limited contract.

C. Rehiring Retirees

1. A rehired-retiree is a properly certified or licensed person who has taken service retirement under a state retirement system. Retirement is a break in services. The rehired-retiree has zero seniority and no prior sick leave accumulation by virtue of retirement except for any accumulation acquired since returning to employment after service retirement. A rehired-retiree shall not accrue seniority for service as a rehired retiree but shall earn and accrue sick leave in accordance with Article XI, Section (F).
2. Rehired-retirees shall be given a minimum of five years total service credit and may, at the Board's discretion, be given more. The rehired-retiree shall be given training credit for salary column placement pursuant to Article XIV, Section (D).
3. A rehired-retiree shall be hired only on a one-year limited contract which automatically will expire at the end of the particular school year without further action by or notice from the Board. The rehired-retiree, if rehired again, shall receive one year's service credit on the salary schedule for each year (minimum 120 days) under rehired-retiree contract with the Board.
4. Unused personal leave at the end of a school year shall be transferred to the rehired-retiree's sick leave accumulation, in lieu of the options of Article XI, Section (A) (7).
5. In order to provide health insurance coverage to the rehired-retiree for single coverage on the most cost-effective basis, the Board shall have the following options:
 - a. Paying the monthly premium cost of the rehired-retiree's single enrollment participation in a health plan of the retirement system; or
 - b. Including the rehired-retiree on the District's health plan on single enrollment; or
 - c. Paying the monthly premium cost of having the rehired-retiree on his or her spouse's health plan through another employer.
6. The payroll period for rehired retirees will begin with the second payroll in September. (This allows for the two month, mandatory exit from service. Also, this allows for enough working days to earn a pay check.) The rehired retiree will have their salary prorated over a twenty pay cycle. This twenty pay cycle will allow the rehired retiree to have final separation from employment status with Sylvania Schools by the end of June. This coincides with the one year, limited contract status in Article XVII, C, 3.

**ARTICLE XVIII
EVALUATION OF NON-OTES TEACHERS**

- A. Professional improvement is the concern of every member of the teaching profession and the Board of Education. The purpose for teacher appraisal is to point out specific strong points and weaknesses, giving suggestions for improvement when necessary, and providing follow-up in the listed areas of weakness. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Electronic monitoring systems will not be used without the written permission of the teacher.
- B. Evaluation as provided in Appendix C shall supersede Section 3319.111 Ohio Revised Code.

- C. Failure to follow the procedures outlined in the District Evaluation Instrument is grievable. The Grievance Process will commence at Step II of the Grievance Procedure.
- D. In order for the Board to adopt an evaluation procedure in compliance with HB 153 by July 1, 2013, the parties establish an ad hoc evaluation committee. The committee is created for the 2012-13 school year only and will consist of no more than five (5) teachers appointed by the SEA and five (5) administrators appointed by the Superintendent. The teacher members will have up to five (5) paid release days (and additional days if approved by the Superintendent) for the committee's meetings. The committee shall be authorized to utilize consultant(s) (examples may include but are not limited to educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate (with the Superintendent's consent if there is a cost), and the cost, if any, shall be borne by the Board. The committee by consensus shall recommend forms and procedures in compliance with HB 153 to the Association and Board.
- E. The new evaluation procedure shall replace the procedure in Appendix C effective July 1, 2013.
- F. Paragraphs A & B above become ineffective on June 30, 2013.

**ARTICLE XXIV
EVALUATION (OTES)**

A. Philosophy of Evaluation:

The Board and Association acknowledge that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. Who Will be Evaluated:

1. All teachers shall be formally evaluated annually using the Sylvania Evaluation System as outlined in ORC.
2. Bargaining unit members not required to be evaluated using the OTES Model, shall be evaluated pursuant to Article XVIII, EVALUATIONS, NON-OTES TEACHERS, OF THIS Collective Bargaining Agreement. A Joint Committee shall be established to recommend changes to the evaluation process for Non-Otes Teachers. Should changes be recommended, they will be implemented if approved by the District and the Association.

C. Evaluators:

Evaluators shall be full-time administrative employees of the Sylvania City Schools or an alternative agreed upon between the Superintendent and the Association. After the first formal observation a teacher shall have the option to change evaluators if approved by the Superintendent and the Association. The evaluator must be credentialed as follows:

- a. has completed all state-sponsored mandatory evaluation training; and
- b. has passed all state-mandated evaluation assessments and received Evaluation Certification through the State of Ohio;
- c. No bargaining unit members shall evaluate a bargaining unit member.

D. Evaluation Instrument/Instrument Training:

1. The Sylvania Evaluation System shall be the process and forms outlined in this Article XVIII and in Appendix C-1, which are in compliance with ORC.
2. Training on the use of the Sylvania Evaluation System shall be provided to all teachers.

3. No later than September 30, or in the case of a new teacher no later than thirty (30) days after initial employment with the district, the employer shall provide orientation all processes, procedures, tools, and forms used in the evaluation system.

E. Teacher Performance Evaluation Procedures:

1. Assignment of Evaluators:

- a. Not later than September 30 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of their evaluator(s). If the evaluator(s) need to be changed, teachers will be notified in writing.
- b. A teacher reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

2. Criteria for Evaluation:

- a. A teacher shall be evaluated on criteria set forth in the Teacher Performance Evaluation Rubric, Appendix C-1, pp. 12-19.
- b. Peer, student, and parent surveys or evaluations cannot be used to gain evidence in this evaluation process.
- c. No evidence shall be collected by electronic monitoring or recording (audio or video) devices. Forms in Appendix C-1 may be documented on electronic devices.

3. Schedule for Evaluation:

- a. The teacher shall complete the Professional Growth Plan Form (Appendix C-1, p. 3) by September 30.
- b. Teachers shall be evaluated annually through two formal observations, as well as walkthroughs.
- c. A teacher who receives a rating of “Accomplished” on his/her most recent evaluations shall be evaluated once every three (3) school years, as long as the teacher’s Student Growth Measure for the most recent school year, for which data is available, is rated Above or Expected, as determined by the Sylvania Evaluation System.
- d. A teacher who receives a rating of “Skilled” on his/her most recent evaluations shall be evaluated once every two (2) school years, as long as the teacher’s Student Growth Measure for the most recent school year, for which data is available, is rated Above or Expected, as determined by the Sylvania Evaluation System.
- e. In any school year that a teacher is not formally evaluated as a result of section c or d above, a credentialed evaluator shall conduct an observation of the teacher and hold one conference with the teacher.

4. Schedule for Formal Observations:

- a. Teachers shall be observed formally twice during the school year. The first formal observation shall occur no later than the end of the first semester, the second formal observation shall occur no later than May 1.
- b. A teacher who is under consideration for renewal or nonrenewal and with whom the Board has entered into a limited contract or extended limited contract pursuant to section 3319.11 of the Revised Code, must be formally observed at least three (3) times using the procedures, timelines, and deadlines set forth in this Article. The Superintendent shall have the right to waive the third observation.
- c. The teacher and evaluator will use their best efforts to mutually agree on a date, time, and class in which each formal observation will occur.

- d. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.
- e. If the teacher or evaluator is absent, the deadlines and timeframes of this Article shall be modified.

5. Schedule for Pre- and Post-Observation Conferences:

Pre- and post- evaluation observation conferences shall be held during the contractual work day.

a. Pre-Observation Conference:

- 1) Each formal observation shall include a pre-observation conference. The date of the pre-observation conference should be scheduled after the date of the formal observation has been scheduled. Teachers should be given at least 48-hours notice in order to prepare for the pre-observation conference.
- 2) The purpose of the pre-observation conference is to provide the evaluator and the teacher with an opportunity to discuss the following:
 - i. The written lesson plan and unit objective(s);
 - ii. Evidence that supports the Teacher Performance Rubric;
- 3) Due to the fluidity of lesson plans and classroom timing, should lesson plans need to be adjusted prior to the actual observation, the teacher shall inform the evaluator and supply new written plans and unit objectives.

b. Post-Observation Conference:

- 1) A post-observation conference shall occur within ten (10) contractual work days of the formal observation. During the post-observation conference:
 - i. The evaluator and teacher will review and discuss all rubrics, forms, evidence, and data collected.
 - ii. The evaluator will provide the teacher with copies of all rubrics, forms, evidence, and data collected.
 - iii. The evaluator will provide the teacher with a copy of the teacher's progress in each category of the rubric based on all data and evidence collected to date.
 - iv. Any areas of refinement noted by the evaluator during the formative assessment that may lead to an ineffective rating, shall be developed into a plan of action by the evaluator.

6. Documented Walkthroughs

- a. Documented walkthroughs are unannounced, but must occur during the teacher's contractual day. At least two (2) documented walkthroughs shall occur for an evaluation, one each semester. A documented walkthrough shall be no more than fifteen (15) minutes.
- b. Any data collected during the documented walkthrough that will be used as evidence on the rubric must be placed on the form designated in Appendix C-1, pp. 20-21.
- c. The completed form must be shared with the teacher within five (5) contractual workdays.
- d. Teachers shall be given the opportunity to meet with the evaluator to provide evidence that may refute any deficiencies identified on the documented walkthrough form. That evidence must be entered on the Teacher Evaluation Rubric and become part of the teacher's evaluation portfolio.

F. Student Growth Evaluation Procedures:

The joint committee formed under Section (I) of this Article shall recommend changes in student growth measures used by the District if needed. Student growth measure results and value added data shall not be used during the term of this Agreement in any decision to non-renew a teacher, terminate a teacher, determine any teacher's compensation, or to suspend a teacher for reduction in force purposes.

G. Completion of Evaluation Process

1. A copy of the final evaluation report, that includes the holistic performance rating and the student growth measure rating, shall be given to the teacher at the final post-observation conference or at another conference scheduled no later than May 10.
2. All applicable documents and forms shall be signed by the evaluator and the teacher. The teacher's signature shall not be evidence that the teacher agrees with the contents of the evaluation report.
3. The teacher shall have the right to make a written response to the evaluation and to have their response attached to the evaluation report placed in the teacher's personnel file.
4. The following statements are in accordance with compliance with Framework of the Ohio Department of Education (ODE):
 - a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator (within their building) for the evaluation cycle.
 - b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on the credentialed evaluator for the evaluation cycle.
 - c. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.
5. Due Process:
 - a. A teacher shall be entitled to Association representation at any conference held during the evaluation process which the teacher believes may result in discipline.

H. Deadline for Non-renewal:

The Superintendent (or designee) shall notify any teacher being non-renewed for the next school year by June 1.

I. Sylvania OTES Committee:

1. Committee Authority
 - a. The Association and the Board agree to create a Joint Committee whose charge will be to create and revise, as necessary, the policy, procedures, instrument, and forms for teacher evaluation.
 - b. All recommendations for changes in the evaluation system shall be submitted to the Association and the Board for review.
 - c. The Association and the Board must approve any changes to this Article XVIII.
 - d. The Board and the Sylvania Education Association have agreed to a system of evaluation pursuant to the framework established by the Ohio Department of Education and Ohio Revised Code 3319.111 and 3319.112. If the framework and/or the statutes are amended during the term of this Agreement in a way that makes the evaluation requirements less burdensome for teachers and administrators, those changes shall be approved by the Association and Board.

2. Composition

- a. The Committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Superintendent. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings. Committee members serve for one year; however, for the sake of continuity and proper development and revision of the evaluation system, members may be asked to serve more than one year.

3. Operational Procedures

- a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
- b. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- c. Committee agendas will be developed jointly by the co-chairpersons of the Committee.
- d. All decisions of the committee will be achieved by consensus.
- e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- f. At each committee meeting the group will select an individual to act as the recording secretary for that meeting.
- g. Members of the committee will receive release time for committee work and training.

J. Miscellaneous

1. Teachers are not required to be evaluated if they have provided a written resignation for retirement purposes by December 1 that has been accepted by the Board. Teachers are not required to be evaluated if they are absent for half or more of their contracted work days for a particular school year.
2. If an employee believes the evaluator has violated the procedure established in this Agreement or that the evaluator's rating is arbitrary, capricious or unreasonable, the employee may file a grievance within ten (10) days of the employee's receipt of the signed and final version of a written evaluation for the particular school year.
3. Nothing in this Article prohibits or limits the administration's right to observe classrooms and document those observations and provide directions/recommendations to teachers separate from the formal OTES process of this Article.

ARTICLE XX FAIR DISMISSAL

A. Termination

1. The contract of a teacher may be terminated by the Board of Education for good and just cause. The procedures the Board of Education must follow in terminating a contract of a teacher are outlined in Ohio Revised Code, Section 3319.16.

B. Non-Renewal

1. Following the completion of the first limited contract, any teacher who is being considered for disciplinary and/or discharge action shall be provided reasons in writing for such action at least

thirty (30) days prior to official Board action. This paragraph supersedes Section 3319.11 Ohio Revised Code.

2. No teacher shall be disciplined and/or discharged without just cause.
3. Any grievance filed by an employee alleging disciplinary action or discharge has not been for just cause may be filed at the third step on the grievance procedure.

C. Intermediate Performance Reviews

1. Reasonable disciplinary action may be taken for non-compliance with the terms of the bargaining contract, the provisions of 3319.16 ORC, and the policies of the Board of Education.
2. Actions taken must be done privately with the immediate supervisor, the employee and, if the employee wishes, up to two (2) Association representatives. Reasons for disciplinary action will be clearly stated.
3. If written records are kept, these records must be destroyed within twenty-four (24) months except as required by section 3319.314 of the Ohio Revised Code.
4. A disciplinary action is an action taken by the Superintendent or designee or his designee which, in the opinion of the employee, results in negative consequences.

**ARTICLE XXI
PROVISIONS CONTRARY TO LAW**

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law in a court or other tribunal of competent jurisdiction, such provision or application shall not be deemed enforced or applied except to the extent permitted by law by such determination, but all other provisions or applications shall continue in full force and effect.
- B. The parties agree that, should any section(s) of this Agreement be declared invalid or unenforceable. The subject matter effected may be committed to negotiations pursuant to Article I, Section B (4) at the request of either party.

**ARTICLE XXII
STRIKE AND LOCKOUT PROHIBITION**

The Association shall not cause, engage in, nor sanction any strike or refusal to perform the duties of employment by a certificated teacher or specialist and the Board of Education agrees to a no lock-out provision for bargaining unit members during the life of this entire Agreement.

**ARTICLE XXIII
WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject. This Agreement supersedes and cancels all prior Agreements and expresses the entire understanding of the parties.

**ARTICLE XXIV
MAINTENANCE OF STANDARDS**

All terms, conditions, and benefits of employment not controlled by other provisions of this Agreement shall be maintained, within the resources available, at not less than the level in effect as of the effective date of this

Agreement and, to the extent that any actions are taken by the Board and/or its designees which will reduce such terms, conditions, and benefits of employment, said actions will be negotiated with the Association upon this demand by the Association.

**ARTICLE XXV
EFFECTIVE DATE - DURATION OF CONTRACT**

This Agreement shall become effective as of July 1, 2014 and shall remain in full force and effect through the 30th day of June, 2016, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties hereto. Salary increases in 2014-15 shall be retroactive to earnings on or after July 1, 2014; provided, however, the hourly rate increases provided in Article XIV above, notwithstanding any other provision of this Agreement, shall be effective the day after the Board of Education approves this Agreement after ratification by the Association.

In witness whereof, the parties hereto authorize their names to be subscribed to duplicates hereof by their officer duly authorized to do so.

In witness hereof:

SYLVANIA BOARD OF EDUCATION

SYLVANIA EDUCATION ASSOCIATION

By: _____
Board President

By: _____
President

Date: _____, 2014

Date: _____, 2014

APPENDIX “A” Salary Index

	BA	BA+15	MA	MA+15	MA+30	PH.D.	PSYCH
YRS	I	II	III	IV	V	VI	VII
0	1.000	1.030	1.090	1.111	1.133	1.154	1.200
1	1.045	1.080	1.145	1.166	1.188	1.209	1.255
2	1.090	1.130	1.200	1.221	1.243	1.264	1.310
3	1.135	1.180	1.255	1.276	1.298	1.319	1.365
4	1.180	1.230	1.310	1.331	1.353	1.374	1.420
5	1.225	1.280	1.365	1.386	1.408	1.429	1.475
6	1.270	1.330	1.420	1.441	1.463	1.484	1.530
7	1.315	1.380	1.475	1.496	1.518	1.539	1.585
8	1.360	1.430	1.530	1.551	1.573	1.594	1.640
9	1.405	1.480	1.585	1.606	1.628	1.649	1.695
10	1.450	1.530	1.640	1.661	1.683	1.704	1.750
11	1.495	1.580	1.695	1.716	1.738	1.759	1.805
12	1.540	1.630	1.750	1.771	1.793	1.814	1.860
13	1.585	1.680	1.805	1.826	1.848	1.869	1.915
14	1.630	1.730	1.860	1.881	1.903	1.924	1.970
15	1.675	1.780	1.915	1.936	1.958	1.979	2.025
16		1.830	1.970	1.991	2.013	2.034	2.080
20	1.720	1.880	2.025	2.046	2.068	2.089	2.135
21	1.765	1.930	2.080	2.101	2.123	2.144	2.190
25	1.810	1.980	2.135	2.156	2.178	2.199	2.245
27+	1.855	2.030	2.190	2.211	2.233	2.254	2.300

APPENDIX "A" (CONT'D) – July 1, 2014
Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	PH.D.	PSYCH
YRS	I	II	III	IV	V	VI	VII
0	\$37,290	38,409	40,646	41,429	42,250	43,033	44,748
1	38,968	40,273	42,697	43,480	44,301	45,084	46,799
2	40,646	42,138	44,748	45,531	46,351	47,135	48,850
3	42,324	44,002	46,799	47,582	48,402	49,186	50,901
4	44,002	45,867	48,850	49,633	50,453	51,236	52,952
5	45,680	47,731	50,901	51,684	52,504	53,287	55,003
6	47,358	49,596	52,952	53,735	54,555	55,338	57,054
7	49,036	51,460	55,003	55,786	56,606	57,389	59,105
8	50,714	53,325	57,054	57,837	58,657	59,440	61,156
9	52,392	55,189	59,105	59,888	60,708	61,491	63,207
10	54,071	57,054	61,156	61,939	62,759	63,542	65,258
11	55,749	58,918	63,207	63,990	64,810	65,593	67,308
12	57,427	60,783	65,258	66,041	66,861	67,644	69,359
13	59,105	62,647	67,308	68,092	68,912	69,695	71,410
14	60,783	64,512	69,359	70,142	70,963	71,746	73,461
15	62,461	66,376	71,410	72,193	73,014	73,797	75,512
16		68,241	73,461	74,244	75,065	75,848	77,563
20	64,139	70,105	75,512	76,295	77,116	77,899	79,614
21	65,817	71,970	77,563	78,346	79,167	79,950	81,665
25	67,495	73,834	79,614	80,397	81,218	82,001	83,716
27+	69,173	75,699	81,665	82,448	83,269	84,052	85,767

Appendix "A" (CONT'D)- July 1, 2015
Salary Schedule

	BA	BA+15	MA	MA+15	MA+30	PH.D.	PSYCH
YRS	I	II	III	IV	V	VI	VII
0	\$38,222	39,369	41,662	42,465	43,306	44,108	45,866
1	39,942	41,280	43,764	44,567	45,408	46,210	47,969
2	41,662	43,191	45,866	46,669	47,510	48,313	50,071
3	43,382	45,102	47,969	48,771	49,612	50,415	52,173
4	45,102	47,013	50,071	50,873	51,714	52,517	54,275
5	46,822	48,924	52,173	52,976	53,817	54,619	56,377
6	48,542	50,835	54,275	55,078	55,919	56,721	58,480
7	50,262	52,746	56,377	57,180	58,021	58,824	60,582
8	51,982	54,657	58,480	59,282	60,123	60,926	62,684
9	53,702	56,569	60,582	61,385	62,225	63,028	64,786
10	55,422	58,480	62,684	63,487	64,328	65,130	66,889
11	57,142	60,391	64,786	65,589	66,430	67,232	68,991
12	58,862	62,302	66,889	67,691	68,532	69,335	71,093
13	60,582	64,213	68,991	69,793	70,634	71,437	73,195
14	62,302	66,124	71,093	71,896	72,736	73,539	75,297
15	64,022	68,035	73,195	73,998	74,839	75,641	77,400
16		69,946	75,297	76,100	76,941	77,744	79,502
20	65,742	71,857	77,400	78,202	79,043	79,846	81,604
21	67,462	73,768	79,502	80,304	81,145	81,948	83,706
25	69,182	75,680	81,604	82,407	83,248	84,050	85,808
27+	70,902	77,591	83,706	84,509	85,350	86,152	87,911

APPENDIX "B"
EXTRACURRICULAR SALARY SCHEDULE

	0-3 YEARS	4-6 YEARS	7 + YEARS
Assistant Athletic Directors (H.S.)	.134	.140	.146
Activities Coordinator (J.H.)	.134	.140	.146

ATHLETICS

	HEAD COACH			ASSISTANT			J. VARSITY			FRESHMAN			EIGHTH/SEVENTH		
	0-3	4-6	7+	0-3	4-6	7+	0-3	4-6	7+	0-3	4-6	7+	0-3	4-6	7+
Football	.205	.211	.217	.140	.146	.152	.140	.146	.152	.105	.111	.117	.093	.099	.105
Wrestling	.140	.146	.152	.095	.101	.107							.093	.099	.105
Baseball	.140	.146	.152	.095	.101	.107							.093	.099	.105
Hockey	.140	.146	.152	.095	.101	.107	.109	.115	.121						
Equip. Mgr.	.095	.101	.107												
Trainer	.249	.255	.261												

Weight Training Supervisor (.030 per season)

**APPENDIX "B" (CONT'D)
EXTRACURRICULAR SALARY SCHEDULE**

ATHLETICS

	HEAD COACH			ASSISTANT			J. VARSITY			FRESHMAN			EIGHTH/SEVENTH		
	0-3	4-6	7+	0-3	4-6	7+	0-3	4-6	7+	0-3	4-6	7+	0-3	4-6	7+
Volleyball	.130	.136	.142				.095	.101	.107	.070	.076	.082	.073	.079	.085
Softball	.140	.146	.152	.095	.101	.107				.093	.099	.105			
Gymnastics	.140	.146	.152												
Cheerleader	.095	.101	.107							.075	.081	.087	.070	.076	.082
Soccer	.140	.146	.152	.095	.101	.107	.070	.076	.082						
Track	.140	.146	.152	.095	.101	.107							.070	.076	.082
Assistant Track (JH)													.065	.071	.077
Swimming	.195	.201	.207	.125	.131	.137									
Cross Ctry	.105	.111	.11	.070	.076	.082							.070	.076	.082
Golf	.095	.101	.107				.052	.058	.064						
Tennis	.095	.101	.107				.052	.058	.064						
Basketball	.205	.211	.217	.140	.146	.152	.140	.146	.152	105	.111	.117	.093	.099	.105

Notes:

1. Supplemental salaries shall be calculated on the base salary for each schedule in Appendix A.
2. The 7+ experience column only applies to Sylvania Education Association bargaining unit members.

APPENDIX "B" (CONT'D)
EXTRACURRICULAR SALARY SCHEDULE

MUSIC	0-3 YEARS	4-6 YEARS	7+YEARS
Band Directors	.170	.176	.182
Assistant Band Director	.097	.103	.109
Eighth Grade Band Director	.032	.038	.044
Seventh Grade Band Director	.032	.038	.044
Orchestra Director (H.S.)	.112	.118	.124
Orchestra Director (J.H.)	.032	.038	.044
Vocal Director (H.S.)	.156	.162	.168
Vocal Director (J.H.)	.052	.058	.064
Vocal Director-Musical (H.S.)	.0733	.0793	.0853
Instrumental Director-Musical (H.S.)	.045	.051	.057
Accompanist-Musical (H.S.)	.034	.040	.046
Choreographer-Musical (H.S.)	.034	.040	.046
Technical Director-Musical (H.S.)	.054	.060	.066
Harmony Road Show Choreographer	.045	.051	.057
Chorus Accompanist	.300	.306	.312
a cappella choir accompanist (for both choirs)			
SPEECH			
Speech Director	.185	.191	.197
Assistant Speech Director	.068	.074	.080
Debate	.097	.103	.109
Drama (2 plays)	.097	.103	.109
JOURNALISM			
Newspaper	.097	.103	.109
Yearbook (H.S.)	.097	.103	.109
Yearbook (J.H.)	.039	.045	.051
Newspaper Advisor	.039	.045	.051
Power of the Pen (Competitive Writing)	.039	.045	.051
DEPARTMENT HEADS			
High School	.0793	.0853	.0913
Career Tech (reclassified to a Liaison upon vacancy)	.0793	.0853	.0913
Junior High	.0342	.0402	.0462
LIAISONS			
Special Ed. Liaison (HS)	.0793	.0853	.0913
Special Ed. Liaison (JH)	.04	.046	.052
Counselor Liaison (HS)	.05	.056	.062
Supporting Disciplines Liaison (HS)	.05	.056	.062
Career Tech Liaison (HS) (SV) (NV upon vacancy as defined above)	.05	.056	.062

ADVISORS

Student Council (H.S.)	.045	.051	.057
Student Council (J.H.)	.034	.040	.046
Student Council (Elem.)	.034	.040	.046
Senior Class	.045	.051	.057
Junior Class	.034	.040	.046
Sophomore Class	.034	.040	.046
Freshman Class	.034	.040	.046
Elementary Crossing Guards	.034	.040	.046
Youth to Youth (H.S.)	.034	.040	.046
Youth to Youth (J.H.)	.034	.040	.046
Math Counts	.039	.045	.051
National Honor Society	.034	.040	.046
Art Club	.030	.036	.042
French Club	.030	.036	.042
German Club	.030	.036	.042
Spanish Club	.030	.036	.042
P.E.A.C.E. Club	.030	.036	.042
Science Olympiad Team	.034	.040	.046
Cougar Review	.045	.051	.057
Cat's Meow	.045	.051	.057
Drill Team	.075	.081	.087
High School Quiz Bowl	.068	.074	.080
Junior High Quiz Bowl	.024	.030	.036
Saturday School Supervisor	Hourly tutor rate		
Finance Directors*	.030	.030	.030
	*(of each director's current salary)		
Sub. Abuse (HS Coordinator)	.0615	.0675	.0735
Sub. Abuse (JH Coordinator)	.0344	.0404	.0464
IAT Coordinator (HS)	.0615	.0675	.0735
IAT Coordinator (JH/ELEM)	.0344	.0404	.0464
Lead Mentor	.120		
Mentor	.06		
SIIC Committee Member*	.03		

* The operation of the SIIC is suspended for the term of this Agreement or until activated by the parties.

Notes:

1. Supplemental salaries shall be calculated on the base salary for each schedule in Appendix A.
2. The 7+ experience column only applies to Sylvania Education Association bargaining unit members.

APPENDIX "C"

THIS INSTRUMENT IS INCLUDED FOR INFORMATION PURPOSES ONLY AND

IS NOT OTHERWISE A PART OF THIS AGREEMENT

Staff Evaluation

The Sylvania Board of Education recognizes that the kind and quality of education program and school environment experienced by the school children in this district depend, to a large degree, upon the performance of the teaching personnel. The Board believes that periodic evaluation of these important contributors to our children's education and personal growth is both desirable and necessary.

Plan for Staff Evaluation

Evaluation of teaching service should serve the following purposes:

1. to provide opportunities for self analysis and self development so that the individual staff member may develop his/her professional skills and performance.
2. to provide an opportunity for the evaluator to analyze the strengths and weaknesses of the staff member and to use the knowledge to provide assistance when needed for professional growth.
3. to guide decisions relative to continued employment and personnel assignments.

Evaluator

The evaluation and observations will be conducted by the building principal or by an administrator he/she designates. In the case of traveling staff members, the evaluation will be conducted by a building principal(s) as coordinated by the Superintendent or designee.

Criteria

The criteria for evaluation will include but not be limited to, the major topics contained in the Performance Review Guide as listed below:

- A. Teacher Plans For Student Learning
- B. Creating an Environment For Student Learning
- C. Teaching For Student Learning
- D. Professional Responsibilities

Observation Procedures

The evaluation of a teacher's performance will be based upon formal and/or informal observations.

Formal observation includes a pre-conference, the observation, and a post-conference.

Informal observation, by definition: any observation which is not pre-planned, may be conducted at the discretion of the evaluator. If written comments are made, a copy will be given to the teacher and a post-conference will be held.

Frequency of Observation

Teachers employed under a one-year contract will be observed a minimum of three times per year, one of which must be a formal observation, except for long-term substitutes hired after October 1. The form used for additional observations will be at the discretion of the evaluator.

Teachers employed under a two-year contract will be observed a minimum of two times per year, one of which must be a formal observation. The form used for additional observations will be at the discretion of the evaluator.

Teachers employed under a three-year or continuing contract will be observed a minimum of one time per year. The form used for this observation will be at the discretion of the evaluator.

Teachers employed under a three-year or continuing contract will be formally observed a minimum of every three years on a cycle as established by the evaluator.

Time Line

Staff members will be reminded that the above mentioned observation forms are contained in the Teacher Handbook which is issued to each staff member.

Formal observations will be completed by the end of the first semester for all staff members employed under a one-year contract, except for long term substitutes hired after October 1. A copy of all evaluation forms will be forwarded to the personnel office.

Final evaluations will be completed by April 1 for all teachers not on a continuing contract or being considered for non-renewal or termination with copies of the evaluation forms forwarded to the personnel office. All other evaluations are to be finalized by the end of the school year.

43560

Teacher Evaluation

NAME:

EVALUATION DATE:

EVALUATION TYPE: OPTIONS

BUILDING: OPTIONS

YEARS IN PRESENT ASSIGNMENT:

EVALUATOR:

YEARS IN SYLVANIA SCHOOLS:

TENURED: YES

TOTAL YEARS OF EXPERIENCE:

NO

CERTIFICATION/LICENSE HELD:

EXPIRATION DATE:

1.

OPTIONS

2.

OPTIONS

3.

OPTIONS

4.

OPTIONS

CURRENT COURSE/GRADE LEVEL ASSIGNMENT(S):

	1yr	2yrs	3yrs	4-10yrs	11-14yrs	15-19yrs	20+ yrs
1.	<input type="checkbox"/>						
2.	<input type="checkbox"/>						
3.	<input type="checkbox"/>						
4.	<input type="checkbox"/>						

EVALUATION TYPE REQUIREMENTS:

	Minimum Number of Annual Observations (pages 2 and 3)	Minimum Number of Formal Evaluations (pages 1-13)	Send Final Evaluations to Human Resources by:
1 Year Contract	3 (1 – must be completed by the end of the first semester)	1	April 1 st
2 Year Contract	2	1	April 1 st
3 Year Contract		1 every 3 years	April 1 st
Continuing Contract		1 every 3 years	June 1 st

TEACHER EVALUATION FORM (Page-2)

PRE-CONFERENCE

NAME _____ **PERIOD** _____ **DATE** _____

1. What have your students been studying in class during the past week and how is this related to your grade/subject course of study?
2. What content will you be going over in the class I'll be observing?
3. What materials will be used during the lesson?
4. What are the goals of the lesson and how are these goals reflected in the objectives of your course of study?
5. To what extent do you want students to participate in the lesson?
6. Do you expect all students to be able to handle the lesson? If not, how do you plan to alter or accommodate the lesson to certain students' needs?
7. How will you know whether or not students have achieved the goals of the lesson?
8. How is the content of this lesson related to past and/or future lessons?
9. While in class, I will be taking notes. Is there anything you specifically want me to concentrate on during the observation?

Employee Signature

Evaluator Signature

TEACHER EVALUATION FORM (Page-3)

CLASSROOM OBSERVATION

NAME _____ DATE OF OBSERVATION _____

TIME/CLASS PERIOD _____ SUBJECT/GRADE _____

DATE RECEIVED _____

Key areas to look for during the observation:

- | | | |
|--|---|---|
| <input type="checkbox"/> Fairness | <input type="checkbox"/> Rapport | <input type="checkbox"/> Expectations |
| <input type="checkbox"/> Discipline | <input type="checkbox"/> Physical setting | <input type="checkbox"/> Structure and pacing |
| <input type="checkbox"/> Learning goals and procedures | <input type="checkbox"/> Student engagement in lesson | <input type="checkbox"/> Instructional time |
| <input type="checkbox"/> Extending thinking | <input type="checkbox"/> Monitoring understanding | |

This text box will expand as you type in your observations.

If you prefer to hand write your observations, just expand this text box to fit the length of what you would like to hand write and write your observations in here.

Teachers have the right to attach comments.

If there are comments attached sign here:

Employee's Signature

Evaluator's Signature

If there are no comments attached sign here:

Employee's Signature

Evaluator's Signature

TEACHER EVALUATION FORM (Page-4)

SECTION A: TEACHER PLANS FOR STUDENT LEARNING

* If the first box of any numbered item is marked then documentation and suggestions are required.

1. Goals for Instruction	Pre-Conference
---------------------------------	----------------

- Goals are not clear or are inappropriate for the student. Observations:
- Goals are clear and concise and are directly correlated with the lesson. Suggestions:
- Goals are clear, concise, directly correlated with the lesson and with the district course of study and are at a developmentally appropriate level.
- Goals are clear, concise, correlated with lesson and the district course of study, developmentally appropriate, and include some goals involving higher order thinking.

2. Preparation for Instruction	Pre-Conference
---------------------------------------	----------------

- Teacher's lesson is disorganized and unstructured. Observations:
- Teacher's lesson is organized and structured in an efficient manner. Suggestions:
- Teacher's lesson is well organized and aligned with the goals of the lesson.
- Teacher's lesson is well organized, aligned with the goals and uses strategies and activities appropriate to the age and level of the student.

3. Preparation of Materials	Pre-Conference
------------------------------------	----------------

- Materials are unprepared, ill prepared or inappropriate to the lesson. Observations:
- Materials are all prepared prior to the lesson. Suggestions:
- Materials are prepared that address the objectives of the lesson.
- Materials are prepared that address the objectives of the lesson and are appropriate to the age and level of the student.

TEACHER EVALUATION FORM (Page-5)

4. Connections	Pre-Conference
-----------------------	----------------

- Teacher is unable to adequately explain how the content of the lesson is connected to previously-learned content or content to be learned in the future. Observations:
Suggestions:
- Teacher accurately explains how the content of the lesson is connected to the content of previous or future lessons.
- Teacher accurately explains how the content of the lesson is connected to previous or future lessons and how the content fits within the structure of the discipline and the major objectives of the district course of study.
- Teacher accurately explains how the content is connected to the content of previous or future lessons, and how the content fits within the structure of the discipline and with the district curriculum.

5. Assessment	Pre-Conference
----------------------	----------------

- Teacher has made no assessment plans. Observations:
- Teacher has a plan for assessing student learning that is aligned with the goals of the lesson. Suggestions:
- Teacher has a plan for assessment that is aligned with the goals of the lesson and the abilities of the students involved.
- Teacher has an appropriate plan for assessment that is aligned with the goals of the lesson and the abilities of the students, and the teacher also has a plan to use that assessment in planning future lessons.

TEACHER EVALUATION FORM (Page-7)

4. Discipline	Observation
----------------------	-------------

- Teacher's attempt to correct behavior is ineffective. Observations:
- Teacher consistently follows established classroom management policies of the school. Suggestions:
- Teacher demonstrates a positive respect for the students and classroom behavior is appropriate.

- Teacher's lesson plans incorporate proactive classroom management, which generates classroom behavior that is consistently appropriate.

5. Physical Setting	Observation
----------------------------	-------------

- Teacher ignores general safety concerns.
- Teacher has posted safety rules and effectively instructs students to use proper safety procedures.
- Teacher makes provisions to accommodate all students within the physical environment and safety procedures are prominently displayed and discussed.
- Teacher effectively utilizes the physical environment as a teaching tool. Safety procedures are prominently displayed and discussed. The room is attractive and conducive to learning.

Observations:

Suggestions:

TEACHER EVALUATION FORM (Page-8)

SECTION C: TEACHING FOR STUDENT LEARNING

* If the first box of any numbered item is marked then documentation and suggestions are required.

1. Learning Goals and Procedures	Observation
---	-------------

- Teacher provides students limited or confusing information about the learning goals and instructional procedures in the lesson. Observations:
Suggestions:
- Teacher provides students with clear, accurate information about the learning goals and instructional procedures in the lesson.
- Teacher provides clear directions during the lesson, which ensures students can understand and complete the tasks in the instructional plan.
- Teacher provides clear, concise instruction that enables students to understand the purpose of the lesson, how they are expected to participate in the learning activities and how the instructional procedures are related to the desired learning goals.

2. Student Engagement in Lesson	Observation
--	-------------

- Teacher is unaware that the content is incomprehensible to the students. Observations:
Suggestions:
- Teacher connects the new content with information that is already familiar to the students.
- Teacher actively builds on the students' background knowledge by reviewing, questioning, and discussing in order to engage them in a relevant processing of the content.
- Teacher engages students in a process which actively involves them in the application of the knowledge they have acquired in order to solve a relevant problem.

TEACHER EVALUATION FORM (Page-9)

3. Structure and Pacing	Observation
--------------------------------	-------------

- Lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.
- Lesson has a recognizable structure, but it is not maintained throughout the lesson; pacing is inconsistent.
- Lesson has a clearly defined structure around which the activities are organized; pacing is consistent.
- Lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate to students' needs.

Observations:

Suggestions:

4. Extending Thinking	Observation
------------------------------	-------------

- Teacher's approach is limited to recitation of information and concrete thinking.
- Teacher uses content to encourage independent, creative or critical thinking skills.
- Teacher encourages independent, creative or critical thinking skills and recognizes and uses opportunities to stimulate and extend students' thinking.
- Teacher plans activities or uses strategies that are specifically designed to encourage students to think independently, creatively or critically.

Observations:

Suggestions:

TEACHER EVALUATION FORM (Page-10)

5. Monitoring Understanding	Observation
------------------------------------	-------------

- Teacher makes no attempt to determine whether students are understanding and gives them no feedback.
- Teacher monitors the students' understanding of the content. The students receive feedback as necessary.
- Teacher monitors students' understanding of the content and makes appropriate instructional adjustments if necessary. When appropriate, students receive substantive and specific feedback.
- Teacher involves students in assessment activities, assisting them to become aware of their strengths and needs, and encourages them to set personal learning goals.

Observations:

Suggestions:

6. Instructional Time	Observation
------------------------------	-------------

- Teacher permits a substantial amount of instructional time to be spent on activities of little instructional value.
- Teacher keeps time for non-instructional procedural matters held to a minimum.
- Teacher provides students with activities of instructional value for the entire instructional time period and non-instructional procedures are performed efficiently.
- Teacher exhibits flexibility in teaching with activities of educational value being provided during the entire instructional time. Non-instructional procedural duties have little impact on instructional time.

Observations:

Suggestions:

TEACHER EVALUATION FORM (Page-11)

SECTION D: PROFESSIONAL RESPONSIBILITIES

* If the first box of any numbered item is marked then documentation and suggestions are required.

1. Reflection	Post-Conference
----------------------	-----------------

- Teacher does not know if a lesson achieved its goals or misjudges the effectiveness of the lesson. Observations:
- Teacher has an adequate perception of lesson's effectiveness and makes general suggestions about how to improve the lesson. Suggestions:
- Teacher can clearly assess the strengths and weaknesses of the lesson and understands which elements of the lesson should be retained and/or which should be altered.
- Teacher accurately assesses whether students achieved learning goals, which elements of the lesson contributed to the success of the goals, and can explain how he/she can utilize the lesson in future instruction.

2. Communication	Post-Conference
-------------------------	-----------------

- Teacher demonstrates little knowledge of the methods of communication to be used to inform parents or guardians of students' progress. Observations:
- Teacher utilizes approved methods of communication to inform parents or guardians regularly and is available as needed to respond to parental concerns. Suggestions:
- Teacher communicates both positively and negatively with parents or guardians regularly and is available as needed to respond to parental concerns.
- Teacher employs a variety of methods to regularly inform parents and students of student progress and is available as needed to respond to parental concerns.

TEACHER EVALUATION FORM (Page-12)

3. Collegiality	Post-Conference
------------------------	-----------------

- Teacher demonstrates no knowledge of resources and personnel available in the school or district.
- Teacher demonstrates knowledge of the resources or personnel available in the school and district and attempts to use them when necessary.
- Teacher utilizes the resources and personnel available in the building and district and actively seeks the advice of colleagues on matters related to learning and instruction.
- Teacher actively collaborates with colleagues in the building and the district in order to coordinate learning activities and address concerns related to teaching.

Observations:

Suggestions:

4. Professional Development	Post-Conference
------------------------------------	-----------------

- Teacher frequently fails to attend district required professional development.
- Teacher participates in professional development activities during building or district in-services only.
- Teacher participates in professional activities by attending college classes, conferences, or workshops outside of the school day.
- Teacher participates in professional activities such as classes, conferences, or workshops and utilizes the skills learned to enhance instruction in the classroom.
- Teacher uses skills learned in professional development activities to enhance instruction and actively participates in activities that contribute to the profession such as sharing information with and/or training colleagues, mentoring new teachers, or writing articles for publication.

Observations:

Suggestions:

The Collaborative Assistance Program (CAP) is available to any educator. The program may be self referred or administrator referred.

TEACHER EVALUATION FORM (Page-13)

If on initial contract I recommend:

One-year Contract

Two-year Contract

Three-year Contract

Non-renewal

Reasons stated below for issuance of one-year contract:

This text box will expand as you type in your reasoning.

*I certify that this report has been discussed with me and I have received a copy. I understand that my signature does not necessarily indicate agreement.

Teachers have the right to attach comments.

If there are comments attached sign here:

Employee's Signature*

Evaluator's Signature

If there are no comments attached sign here:

Employee's Signature*

Evaluator's Signature

APPENDIX C-1

Teacher Evaluation – Sylvania Schools

NAME:

EVALUATION DATE:

EVALUATION TYPE: Choose One

BUILDING:

YEARS IN PRESENT ASSIGNMENT:

EVALUATOR:

YEARS IN SYLVANIA SCHOOLS:

TENURED: YES

TOTAL YEARS OF EXPERIENCE:

NO

LICENSE/CERTIFICATE HELD:

EXPIRATION DATE:

- 1.
- 2.
- 3.
- 4.

CURRENT COURSE/GRADE LEVEL ASSIGNMENT(S):

- 1.
- 2.
- 3.
- 4.

	1yr	2yrs	3yrs	4-10yrs	11-14yrs	15-19yrs	20+yrs
1.	<input type="checkbox"/>						
2.	<input type="checkbox"/>						
3.	<input type="checkbox"/>						
4.	<input type="checkbox"/>						

TEACHER PERFORMANCE STANDARDS REQUIREMENTS:

**Formal Observation,
Walkthrough, Informal Observation**

Pre-conference

Observations – by May 1

Post-conference

Completed Performance Rubric

Written report – by May 10

Each evaluation shall include:

- ❖ Two (2) cycles of formal observations of at least thirty (30) minutes each
- ❖ Periodic classroom walkthroughs by the evaluator

Ohio Teacher Evaluation System

Self-Assessment

Self Assessment Summary Tool

Name:

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column. Date:

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> - Knowledge of how students learn and of student development - Understanding of what student know and are able to do - High expectations for all students - Respect for all students - Identification, instruction, and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> - Knowledge of content - Use of content-specific instructional strategies to teach concepts and skills - Knowledge of school and district curriculum priorities and Ohio academic content standards - Relationship of knowledge within the discipline to other content areas - Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> - Knowledge of assessment types - Use of varied diagnostic, formative, and summative assessments - Analysis of data to monitor student progress and to plan, differentiate, and modify instruction - Communication of results - Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> - Alignment to school and district priorities and Ohio academic content standards - Use of student information to plan and deliver instruction - Communication of clear learning goals - Application of knowledge of how students learn to instructional design and delivery - Differentiation of instruction to support learning needs of all students - Use of activities to promote independence and problem-solving - Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> - Fair and equitable treatment of all students - Creation of a safe learning environment - Use of strategies to motivate students to work productively and assume responsibility for learning - Creation of learning situations for independent and collaborative work - Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaborate Communicate	<ul style="list-style-type: none"> - Clear and effective communication - Shared responsibility with parents/caregivers to support student learning - Collaboration with other teachers, administrators, school and district staff - Collaboration with local community agencies 			
Standard 7: Professional Responsibility & Growth	<ul style="list-style-type: none"> - Understanding of adherence to professional ethics, policies and legal codes - Engagement in continuous, purposeful professional development - Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as is identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher:

Evaluator:

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher</p>	<p align="center"><u>Date</u></p> <p align="center">Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u></p> <p align="center">supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p>Goal 1: Student Achievement/Outcomes for Students</p> <p>Goal Statement:</p> <p><i>Evidence Indicators:</i></p>		
<p>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</p> <p>Goal Statement:</p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name:

Grade Level/Subject:

School Year:

Building:

Date of Improvement Plan Conference:

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement – List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)**Section 3: Specific Plan of Action**

Describe in detail the specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence That Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to be Evaluated:

Teacher' Signature:

Date: _____

Evaluator's Signature:

Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name:

Grade Level/Subject:

School Year:

Building:

Date of Evaluation:

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrates the following action to be taken;

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

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

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

Teacher' Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency – specifically in Years 1 through 4 – are expected to perform at the Developing level or above. Experienced teachers – with five or more years of experience – are expected to meet the Proficient level or above.

Name:

Period:

Date:

PRE-CONFERENCE PLANNING FORM

Section 1 – The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation

INSTRUCTIONAL PLANNING

FOCUS: (Standard 4: Instruction) What is the focus of the lesson? What content will students know/understand? What skills will they demonstrate? What standards are addressed in the planned instruction? Why is this learning important?

ASSESSMENT DATA: (Standard 3: Assessment) What assessment data was examined to inform this lesson planning? What does pre-assessment data indicate about student learning needs?

INSTRUCTIONAL PLANNING (continued)

PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS:

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

What prior knowledge do students need? What are the connections to previous and future learning? How does this lesson connect to students' real-life experiences and/or possible careers? How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS: **(Standard 1: Students)** What should the evaluator know about the student population? How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY: (Standard 2: Content ; Standard 4: Instruction)

How will the goals for learning be communicated to students? What instructional strategies and methods will be used to engage students and promote independent learning and problem solving? What strategies will be used to make sure all students achieve lesson goals? How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION: (Standard 1: Students / Standard 4: Instruction) How will the instructional strategies address all students' learning needs? How will the lesson engage and challenge students of all levels? How will developmental gaps be addressed?

RESOURCES: (Standard 2: Content / Standard 4: Instruction) What resources/materials will be used in instruction? How will technology be integrated into lesson delivery?

INSTRUCTION AND ASSESSMENT (continued)

CLASSROOM ENVIRONMENT: (Standard 1: Students / Standard 5: Learning Environment) How will the environment support all students? How will different grouping strategies be used? How will safety in the classroom be ensured? How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING: (Standard 3: Assessment) How will you check for understanding during the lesson? What specific products or demonstrations will assess student learning/achievement of goals for instruction? How will you ensure that students understand how they are doing and support students' self-assessment? How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION: (Standard 6) How do you cooperate with colleagues? How do you work with others when there is a problem? What is your communication style with students? With families? With colleagues? In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH: (Standard 7) How do you apply knowledge gained from other experiences into your teaching? Discuss ways you reflect and analyze your teaching? What are some proactive ways you further your own professional growth?

Employee Signature

Evaluator Signature

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means the evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>FOCUS FOR LEARNING (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
	Evidence				
	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of student’s knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p align="center">PRIOR CONTENT KNOWLEDGE/SEQUENCE/ CONNECTIONS (Standards 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p align="center"><i>Sources of Evidence:</i> Pre-Conference</p>	The teacher’s lesson does not build on or connect to students’ prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how content connects to previous and future learning	The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.	<p>The teacher makes clear and coherent connections with students’ prior knowledge and future learning – both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards</p>	<p>The teacher uses the input and contributions of families, colleagues, and learner’s prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standards 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' background and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Proficient	Accomplished
	<p>LESSON DELIVERY (Standards 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussions techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	The teacher matches, strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				
	RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instruction purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs Informal Observations	Ineffective	Developing	Proficient	Accomplished
		Evidence	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behavior occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher make eye contact and connects with individual students.</p> <p>Routines and procedure run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evident of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)	Ineffective	Developing	Proficient	Accomplished
		<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs Informal Observations Post-Conference</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher used assessment to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustment to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examine classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjust quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

PROFESSIONALISM					
PROFESSIONALISM		Ineffective	Developing	Proficient	Accomplished
	<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-Conference; Post-Conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teachers uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulation at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and work effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short and long-term professional goals and take action to meet these goals.</p>	<p>The teacher communicates effectively with student, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	Evidence				

Informal Observation: General Form

Teacher Name:

Grade Level/Subject:

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

Directions: This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS

<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

Teacher Name:

Grade Level/Subject:

School:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

Date:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

PLANNING FOR THE POST-OBSERVATION CONFERENCE

TEACHER REFLECTION: How do you think the lesson went?

AREA OF REINFORCEMENT: (Relative Strength)

AREA OF REFINEMENT: (Relative Improvement)

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50 %	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	PROFICIENT	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX D

NOTICE OF
NATURE OF PARENTAL/LEGAL GUARDIAN COMPLAINT

TO: _____ FROM: _____
(STAFF MEMBER) (PRINCIPAL)

BUILDING: _____ DATE COMPLAINT RECEIVED: _____

COMPLAINT FROM: _____ TELEPHONE: _____

IN CONFORMITY WITH SEA CONTRACT LANGUAGE (ARTICLE III E) YOU ARE HEREBY BEING MADE AWARE OF A (POSSIBLE) COMPLAINT AGAINST YOU.

THE COMPLAINT CONCERNS: _____

PLEASE CONTACT THE COMPLAINANT IN AN EFFORT TO RESOLVE THE PROBLEM. BY CONTRACT YOU HAVE FIVE (5) WORKING DAYS TO RESPOND AND TO RETURN THE SECOND COPY OF THIS NOTICE TO THE OFFICE. EXPLAIN BRIEFLY THE RESULTS OF THE ACTION YOU TOOK.

DATE OF RESPONSE (IF POSSIBLE): _____

RESULTS: _____

WHITE: TEACHER

YELLOW: PRINCIPAL, AFTER COMPLETION

STAFF MEMBER'S SIGNATURE AND DATE
(FORM HAS BEEN COMPLETED)

APPENDIX E

PARENTAL/LEGAL GUARDIAN COMPLAINTS AGAINST STAFF MEMBERS'
(MEETING FORM)
(ARTICLE III SECTION E)

TO: _____
(STAFF MEMBER)

BUILDING: _____

PRINCIPAL: _____

DATE OF MEETING: _____

PERSONS PRESENT: _____

FORMAL COMPLAINT: _____

STAFF MEMBER'S STATEMENT: _____

SUMMARY OF MEETING: _____

COPIES TO:
TEACHER

SIGNED:
TEACHER _____

COMPLAINANT

COMPLAINANT _____

PRINCIPAL

PRINCIPAL _____

APPENDIX F

SYLVANIA CITY SCHOOLS
SYLVANIA, OHIO 43560 882-7901

EMERGENCY REMOVAL OF STUDENT

Name of Student

Date

This pupil's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process in a curricular/extracurricular activity under my supervision and I have ordered the student's removal from the activity for the following specific reasons:

Date of Pupil Removal _____ Time of Pupil Removal _____

Activity Pupil Removed From _____

Signature of Teacher

Building

Received by _____ Date _____

Time _____

cc:
Principal
Teacher
Student's file

APPENDIX G

LABOR MANAGEMENT RELATIONS COMMITTEE

The Board and the Association agree to continue a Labor Management Relations Committee to meet at least four times each school year to discuss matters of mutual concern. Each party shall assign its own members to this committee and all meeting arrangements will be made by mutual consent.

APPENDIX H

Designation of Beneficiary for Receipt of Severance Benefits in the Event of Death

I, _____, designate the following beneficiary(ies) for receipt of payment of any severance benefit under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

<u>Name</u>	<u>Relationship</u>	<u>Address</u>	<u>Telephone No.</u>	<u>Percentage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total for all beneficiary(ies) should equal 100%)

In the event none of the foregoing survive me, I hereby designate as secondary beneficiary(ies) the following person(s):

<u>Name</u>	<u>Relationship</u>	<u>Address</u>	<u>Telephone No.</u>	<u>Percentage</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiaries named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Dated _____

Employee

Appendix I

Resident Educator Program for Sylvania Schools

This Resident Educator Program is in accordance with the handbook created for the Ohio Revised Code and Ohio Department of Education requirements for the Resident Educator Program.

I. Definitions of Roles as per Ohio Department of Education (ODE) guidelines

The Sylvania Schools Resident Educator Program provides new teachers with a transition into teaching and an opportunity to develop their teaching style. It strives to enhance the skills and communication between teachers and thus, add to the community environment common to all of Sylvania Schools.

A. A **Resident Educator** is a teacher who holds a 4-year resident educator license and is working in their area of licensure in Sylvania Schools as per ODE guidelines. The qualifications of a resident educator meet all six (6) of the following criteria:

1. Hold a valid Resident Educator license of any type or alternative Resident Educator license of any type, or a one-year out of state educator license.
2. Be employed by Sylvania Schools.
3. Teach at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license.
4. Be responsible for planning and delivering standards-based, pre K-12 curriculum to students and evaluating their progress.
5. Work 120 days as defined by Ohio Revised Code.
6. Be assigned an ODE-certified, trained mentor by Sylvania Schools

***ODE will consider special situations on a case-by-case basis.

B. A **mentor** is an exemplary teacher who is assigned to provide structured support the resident educator and trained in the Resident Educator (RE) Program requirements.

C. A **principal** is the Principal, Assistant Principal or person in charge of a school site.

D. **District leaders** are superintendents, assistant superintendents, principals, directors or other staff responsible for overseeing professional development and residency activities.

- E. A ***Resident Educator Liaison*** is the person designated or hired by a school/district to manage the Resident Educator Program.
- F. ***Program leaders*** are district leaders and/or program coordinators who are responsible for residency activities.
- G. ***Educational Service Centers*** are regional centers and staff that provide Ohio school districts with professional development, technology, support, planning and administrative services.
- H. ***Higher education faculty and staff*** are personnel working in regionally accredited Ohio private and public colleges and universities.
- I. ***Facilitator*** is a person designated to Mentor Resident Educators through the RESA.

II. Purpose

The purpose of the Sylvania Schools Resident Educator Program is to provide non-evaluative support and mentoring to Resident Educators in a way that encourages and models effective teaching methods and techniques in their teaching and professional performance. The program is designed to assist new Resident Educators to experience success and professional growth. Successful completion of the Resident Educator Program will be required to qualify for a 5-Year Professional license.

III. Roles and Responsibilities

Each Resident Educator shall be involved in the Resident Educator Program for four (4) years, working collaboratively with an assigned mentor for at least one (1) year.

A. Administrators

- 1. Assist in selecting and assigning mentors.
- 2. Ensure mentors attend state training.
- 3. Collaborate with the mentor and the Resident Educator to align Resident Educator goals.
- 4. Provide release time for mentor/resident educator collaboration.
- 5. Provide opportunities for observation for both the mentor and the resident educator.
- 6. Provide opportunity for the resident educator to engage in confidential communication with the administrator.
- 7. Discussions with the mentor should focus on ensuring goals for the resident educator are appropriate and aligned to the expectations of Resident Educator Program and school/district priorities.
- 8. Shall not request, direct, coerce a mentor to provide any evaluative information regarding the resident educator except in situations where the safety of students,

teacher or others in the school is at risk.

9. Provide assistance for orientation for resident educators on the following matters:
 - a. The pupils and community to be served.
 - b. School policies, procedures and routines.
 - c. Courses of study, competency-based education programs, responsibility for lesson plans.
 - d. The layout of facilities of the assigned school building(s).
 - e. The nature of the Resident Educator Program which will be provided.
 - f. Any specific information a resident educator may need to be adequately prepared for a specific assignment.
10. Provide materials and resources to assist mentors and resident educators.

B. Mentors

The mentor teacher, in concert with the resident educator shall develop a formative assistance plan for the assigned resident educator. Such a plan shall focus on effective teaching skill development following ODE guidelines.

1. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with Resident Educator as developed by the Ohio Department of Education.
2. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.), and protocols to support the resident educator.
3. The mentor will attend regional mentor network meetings.
 - The mentor shall not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.
 - Year 3 Facilitators shall serve as mentors for the third year of the Resident Educator Program. Year 3 Facilitators will be selected, compensated, and have the same duties as mentors. Each Year 3 Facilitator shall have no more than ten (10) Year 3 Resident Educators assigned to them at any one time.

IV. Mentor Support—Collegial and Financial

- A. Both personal and professional support shall be given to the mentor.

1. Personal

- a. Opportunities shall be provided on a regular basis for mentors to interact socially, share experiences and obtain emotional support as needed from their respective colleagues.
- b. Administrators will be cognizant of the extra responsibilities which accompany mentorship.

2. Professional Support

- a. All letters attesting to the service of the mentor will be placed their respective file.
- b. Appropriate staff development activities will be planned to assist the mentor in affective and cognitive areas related to mentoring.
- c. During a year in which a teacher is performing mentoring responsibilities, they will not be expected to serve as a cooperating teacher.

B. Financial Support-Collegial and Financial

- 1. An appropriate amount of release time (up to a maximum equivalency of five (5) days) to the mentor to perform their respective mentor responsibilities. (Release time is **not** to include normal preparation period).

V. Mentor Selection

A. Resident Educator and Educational Personnel Mentorship

1. Criteria for selection- any person selected as a mentor must:

- a. Be a full-time, regularly employed teacher or educational personnel with Sylvania Schools.
- b. Have a minimum of seven (7) years teaching experience per ODE.
- c. Possess Standard Certification/Licensure for the appropriate assignment.
- d. The principal may consider only those candidates who fulfilled the above criteria for recommendation to the Superintendent or Designee.

2. Procedure for nominating mentor candidates:

- a. Any individual interested in becoming a mentor should submit an application to the RE Liaison or Steering Committee for pre-approval.
- b. Be willing to complete required training by ODE.
- c. The principal may consider only those candidates who fulfilled the above criteria for recommendation to the Superintendent or

Designee.

3. Assignments

- a. Mentor and Resident Educator must be from the same building whenever possible.
- b. Mentors may have a right to refusal.
- c. Attempts should be made to rotate mentor responsibilities within the building.
- d. Each mentor should not be assigned more than one (1) Resident Educator per year, except as provided in this Appendix for Year 2 and Year 3.
- e. Not later than six (6) weeks after initiation of the mentorship, the mentor and/or the Resident Educator may exercise the option to request a new assignment from the building principal.

4. Length of Service

- a. Each mentor shall serve for a period of one (1) year or in accordance with ODE standards with the option to request a new assignment from the building principal.
- b. The co-teacher/mentor will perform such duties three (3) to four (4) hours per month per ODE and will be paid at the hourly rate.
- c. Notwithstanding anything in this Appendix to the contrary, a Year 1 mentor will complete the Year 2 required observations and meetings for their Year 1 Resident Educator in Year 2. The mentor shall be compensated at the hourly rate for up to two (2) hours of pay.

B. Work Year

1. One (1) additional day prior to the first teacher workday.
2. Conduct a minimum of three (3) and a maximum of five (5) full days of observation/supervision of the Resident Educator.
3. Following each day of observation/supervision meet with the Resident Educator after school to discuss observation.

C. Compensation

The mentor will receive a stipend of 6% of the base.

VI. Program Budget

In the absence of state funding for the district resident educator program, a budget cannot be totally developed at this time. Necessary items that may be included in a budget for the resident educator program include but are not limited to the following:

- A. Substitute pay for mentor's workshop time.
- B. Substitute pay for resident educator workshop(s).
- C. Released time for mentoring.
- D. Professional meeting expenses.
- E. Stipends or tuition reimbursement for workshops.

VII. Job Description for Sylvania Resident Educator Liaison

A. Salary for Program Coordinator will be 12% of the base salary.

B. Qualifications:

Same as mentor qualifications listed in Appendix I and have current ODE mentor training and has been a mentor teacher or RE Liaison.

C. Coordinator Job Duties:

1. Work under/with district curriculum director and in conjunction with the staff at the Educational Service Center of Lake Erie West (ESCLEW) to coordinate the district responsibilities for the ESCLEW resident educator program, serving as the direct contact for mentors and resident educators in the district. Attend meeting as necessary.
2. Help principals if needed, to select and assign mentor teachers to resident educators.
3. Remind and provide notice to mentors and resident educators of the opportunity to attend mentor and resident educator training provided by LCESC.
4. Guide resident educators in future years of the RE program by coordinating their participation through district cohort groups.
5. Help to provide necessary resources for support and professional development to both resident educators and mentors when needed.
6. Facilitate and check progress assessments for the resident educator to verify they are meeting the summative assessment requirements for the program.
7. Be an "in-between" person for the resident educator and/or mentor if issues arise and be able to provide guidance for both individuals, through the ODE resident educator recommendations and guidelines.
8. Meet regularly with the curriculum director to be up to date on any changes or additional responsibilities our school district needs be aware of as part of the requirements from ODE.

9. Serve as the Year 3 Facilitator for up to nine (9) Resident Educators.

VIII. Steering Committee

A. Selection:

1. Interested parties may submit names to the SEA President by March 1 of each year.
2. Teacher and educational personnel will be appointed by the SEA President by May 30 of each year. The committee shall be comprised of three (3) SEA members plus the RE Liaison.
3. Committee members should have a minimum of (5) years experience in the position they hold.
4. The Superintendent will appoint two (2) administrators to serve on the committee.
5. The RE Liaison for the 2012 school year will be selected by the current (2011-2012) SIIC committee members.

B. Duties:

1. Send out Mentor applications to all teachers.
2. Screen and pre-approve applications.
3. Select RE Liaison.
4. Maintain an up to date list of pre-approved mentors and a list of trained mentors.
5. Support the needs of the program.
6. Meet twice (2) a year and at other times as approved by the Superintendent.

C. Compensation:

RE Committee members will receive the district hourly rate.

**APPENDIX J
GUIDELINES
FOR
DEVELOPING BUILDING SPECIAL AREA SCHEDULES**

1. Special area teachers shall be provided with a minimum of one hundred and ninety five (195) minutes per week for planning and preparation during the student day.
2. Block scheduling does not have to result in equal time allotments at one time for the special areas involved. Lack of separate gyms and cafeterias, art, or music rooms must be considered a limitation in block scheduling.
3. As the purpose of block scheduling is to gain common planning time for teams or grade level if such time is not to be used for such common planning, then block scheduling does not have to occur.
4. Art teachers should be scheduled with time allotted for cleanup-preparation activities.
5. All special area teachers should have a schedule which permits some time between classes, especially when they must prepare for a different level of instruction.
6. Special area instruction should end at a reasonable time prior to the end of school dismissal time.
7. Neither classroom nor special area teachers should be expected to account for meaningful use of valuable instructional time following a classroom party.
8. In cases of conflict in scheduling between special areas and recess, the special area instruction shall take precedence.
9. Every effort shall be made to hold the class size of a special area class to no larger than that of the largest regular class size of a classroom teacher, including students who are mainstreamed.
10. Special area teachers may be provided for instruction to kindergarten students, and if provided, such instruction shall be under the following conditions:
 - a) Students will receive one 25 minute special education period per week on a rotating basis, e.g. week 1 - art, week 2 - music, week 3 - physical education.
 - b) Appropriate facilities will be available, e.g. physical education to take place in gym or multi-purpose room.
 - c) Each kindergarten section shall count as one-half class period.
 - d)

APPENDIX K.1

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
	PARAMOUNT 100% HMO
Child Age	End of month age 26 or age 28, if full time student or Ohio resident
Deductible	Does not apply
Coinsurance	Does not apply
Maximum Out-of-Pocket	\$1,500 (Single) / \$3,000 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services:	
<ul style="list-style-type: none"> Wellness Visits, Annual Physicals and Immunizations (from age 9) 	Covered in full
<ul style="list-style-type: none"> Routine Sick Visits 	\$15.00 Co-pay
<ul style="list-style-type: none"> Wellness Visits, Annual Physicals and Immunizations (Age 0-9) 	Covered in full
Specialists Services:	
<ul style="list-style-type: none"> Office Visit 	\$15.00 Co-pay
<ul style="list-style-type: none"> OB/GYN Visits 	\$15.00 Co-pay
<ul style="list-style-type: none"> Annual OB/GYN Exam 	Covered in full under preventive services
<ul style="list-style-type: none"> Maternity Care 	Covered in full under preventive services
<ul style="list-style-type: none"> Sterilization/Contraceptive Services 	Covered in full

<p>Diagnostic Services (including lab, x-ray, mammograms, etc.)</p> <ul style="list-style-type: none"> • At Physician's office • At Diagnostic facility 	<p>\$15.00 Co-pay</p> <p>Covered in full</p>
<p>Inpatient Hospital Services:</p> <ul style="list-style-type: none"> • Facility • Physician Visits • Surgeon Fees <p>Hospital Based Physicians:</p> <ul style="list-style-type: none"> • ER Physician • Anesthesiology • Pathology • Radiology <p>Outpatient Hospital Services:</p> <ul style="list-style-type: none"> • Outpatient Surgery 	<p>Covered in full, after \$150.00 co-pay per admission</p> <p>Covered in full</p> <p>Covered in full</p>

Skilled Nursing Facility	Covered in full, 100 day limit per contract year****
Podiatry Services	\$15.00 Co-pay
Hospice Care/Home Health Care (In lieu of hospitalization)	Covered in full
Emergency Conditions	\$125.00 Co-pay, waived if admitted
Urgent Care Facilities	\$15.00 Co-pay
Emergency Transportation	\$25.00 Co-pay
Supplemental Accident	Does not apply
Eye Exam/Refraction	\$15.00 Co-pay every 12 months
Therapy Services: • Inpatient Rehabilitation	Covered in full, up to 60 days per contract year
Therapy Services	
• Outpatient Physical /Occupational	Covered in full for 30 visits per contract year
• Speech	Covered in full up to 30 visits per contract year
Chiropractic	Not Covered
Prosthetic Devices	Covered in full
Durable Medical Equipment (DME) • Orthotic Devices	Covered in full
Private Duty Nursing	Covered in full
Infertility Treatment	Diagnostic and Medical/Surgical Treatments are covered in full, Rx up to \$2000 per member per contract year
** Mental Health/Substance Abuse	
Inpatient	Covered in full
Outpatient	\$15.00 Co-pay
Student Coverage Rider	
Student Coverage Rider	Students Out-of-Area are covered for Urgent and Emergency Services
Vision Hardware	\$150.00 Rebate every 24 months

TMJ	***Covered
Human Organ Transplant	Covered in full, after \$150.00 Co-pay
Second Surgical Opinion	Not Required

- ****Mental Health/Substance Abuse is combined benefit for maximum days or visit**
- *****TMJ treatment covered for organic disease or physical trauma only**
- *****Contract year is defined as the period from January 1 – December 31**

Prescription Drug Benefit Summary

Prescription Drug Summary	
I. Co-payment Structure	\$10.00 Generic \$20.00 Brand
II. Dispensing Situations	
A. Generic drug is dispensed	\$10.00 Co-pay
B. No generic drug available, brand drug dispensed	\$20.00 Co-pay
C. Generic drug is available, physician prescribes brand drug with a “DAW” and a brand drug is dispensed	\$20.00 Co-pay
D. Generic drug is available, member chooses brand drug (no “DAW”) and a brand drug is dispensed	*\$20.00 Co-pay, plus the difference in cost between generic and brand name
III. Mail Order Structure	\$20.00 Generic \$40.00 Brand Name (Up to 90 Day Supply)

*In the case of a member requesting a brand name drug when a generic is available, the member will be responsible for the difference in cost between the generic and the brand plus the brand name co-pay. The exception to this rule is when the difference in cost plus the co-pay exceeds the actual cost of the drug, the member would then be responsible for the lesser of, the co-pay or the cost.

APPENDIX K.2

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
PARAMOUNT HMO – 90% Coinsurance	
Child Age	End of month age 26 or age 28, if full time student or Ohio resident
Deductible	Does not apply
Coinsurance	90%/10% to \$1,500/\$3,000 (Maximum Out-of-Pocket (OPM))
Maximum Out-of-Pocket	\$1,500 (Single) / \$3,000 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services:	
<ul style="list-style-type: none"> • Wellness Visits, Annual Physicals and Immunizations (from age 9) 	Covered in full
<ul style="list-style-type: none"> • Routine Sick Visits 	\$15.00 Co-pay
<ul style="list-style-type: none"> • Wellness Visits, Annual Physicals and Immunizations (Age 0-9) 	Covered in full
Specialists Services:	
<ul style="list-style-type: none"> • Office Visit 	\$15.00 Co-pay
<ul style="list-style-type: none"> • OB/GYN Visits 	\$15.00 Co-pay
<ul style="list-style-type: none"> • Annual OB/GYN Exam 	Covered in full under preventive services
<ul style="list-style-type: none"> • Maternity Care 	Covered in full under preventive services
<ul style="list-style-type: none"> • Sterilization/Contraceptive Services 	90% coinsurance to OPM

<p>Diagnostic Services (including lab, x-ray, mammograms, etc.)</p> <ul style="list-style-type: none"> • At Physician's office • At Diagnostic facility 	<p>90% coinsurance to OPM</p> <p>90% coinsurance to OPM</p>
<p>Inpatient Hospital Services:</p> <ul style="list-style-type: none"> • Facility • Physician Visits • Surgeon Fees <p>Hospital Based Physicians:</p> <ul style="list-style-type: none"> • ER Physician • Anesthesiology • Pathology • Radiology <p>Outpatient Hospital Services:</p> <ul style="list-style-type: none"> • Outpatient Surgery 	<p>90% coinsurance to OPM</p> <p>90% coinsurance to OPM</p> <p>90% coinsurance to OPM</p>

Skilled Nursing Facility	90% coinsurance to OPM; 100 day limit per contract year****
Podiatry Services	90% coinsurance to OPM
Hospice Care/Home Health Care (In lieu of hospitalization)	90% coinsurance to OPM
Emergency Conditions	\$125.00 Co-pay (waived if admitted) for facility charges 90% coinsurance to OPM; for physician and ancillary fees
Urgent Care Facilities	\$15 Co-pay for Urgent care visit 90% coinsurance to OPM for diagnostic and lab fees
Emergency Transportation	\$25.00 Co-pay
Supplemental Accident	Does not apply
Eye Exam/Refraction	90% coinsurance to OPM; 1 covered exam every 12 months
Therapy Services: • Inpatient Rehabilitation	90% coinsurance to OPM; up to 60 days per contract year
Therapy Services • Outpatient Physical /Occupational • Speech	90% coinsurance to OPM; 30 visits per contract year 90% coinsurance to OPM; up to 30 visits per contract year
Chiropractic	Not Covered
Prosthetic Devices	90% coinsurance to OPM
Durable Medical Equipment (DME) • Orthotic Devices	90% coinsurance to OPM
Private Duty Nursing	90% coinsurance to OPM
Infertility Treatment	Diagnostic and Medical/Surgical Treatments are covered at 90% coinsurance to OPM; Rx up to \$2000 per member per contract year
** Mental Health/Substance Abuse Inpatient Outpatient	90% coinsurance to OPM 90% coinsurance to OPM
Student Coverage Rider	Students Out-of-Area are covered for Urgent and Emergency Services

Vision Hardware	\$150.00 Rebate every 24 months
TMJ	***Covered
Human Organ Transplant	90% coinsurance to OPM
Second Surgical Opinion	Not Required

- ****Mental Health/Substance Abuse is combined benefit for maximum days or visit**
- *****TMJ treatment covered for organic disease or physical trauma only**
- ******Contract year is defined as the period from January 1 – December 31**

Prescription Drug Benefit Summary

	Prescription Drug Summary
I. Co-payment Structure	\$10.00 Generic \$20.00 Brand
II. Dispensing Situations	
A. Generic drug is dispensed	\$10.00 Co-pay
B. No generic drug available, brand drug dispensed	\$20.00 Co-pay
C. Generic drug is available, physician prescribes brand drug with a “DAW” and a brand drug is dispensed	\$20.00 Co-pay
D. Generic drug is available, member chooses brand drug (no “DAW”) and a brand drug is dispensed	*\$20.00 Co-pay, plus the difference in cost between generic and brand name
III. Mail Order Structure	\$20.00 Generic \$40.00 Brand Name (Up to 90 Day Supply)

*In the case of a member requesting a brand name drug when a generic is available, the member will be responsible for the difference in cost between the generic and the brand plus the brand name co-pay. The exception to this rule is when the difference in cost plus the co-pay exceeds the actual cost of the drug, the member would then be responsible for the lesser of, the co-pay or the cost.

APPENDIX K.3

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
PARAMOUNT HMO – 80% Coinsurance	
Child Age	End of month age 26 or age 28, if full time student or Ohio resident
Deductible	Does not apply
Coinsurance	80% / 20% to \$1,500/\$3,000 (Maximum Out-of-Pocket (OPM))
Maximum Out-of-Pocket	\$1,500 (Single) / \$3,000 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services:	
<ul style="list-style-type: none"> Wellness Visits, Annual Physicals and Immunizations (from age 9) 	Covered in full
<ul style="list-style-type: none"> Routine Sick Visits 	\$15.00 Co-pay
<ul style="list-style-type: none"> Wellness Visits, Annual Physicals and Immunizations (Age 0-9) 	Covered in full
Specialists Services:	
<ul style="list-style-type: none"> Office Visit 	\$15.00 Co-pay
<ul style="list-style-type: none"> OB/GYN Visits 	\$15.00 Co-pay
<ul style="list-style-type: none"> Annual OB/GYN Exam 	Covered in full under preventive services
<ul style="list-style-type: none"> Maternity Care 	Covered in full under preventive services
<ul style="list-style-type: none"> Sterilization/Contraceptive Services 	80% coinsurance to OPM

<p>Diagnostic Services (including lab, x-ray, mammograms, etc.)</p> <ul style="list-style-type: none"> • At Physician's office • At Diagnostic facility 	<p>80% coinsurance to OPM</p> <p>80% coinsurance to OPM</p>
<p>Inpatient Hospital Services:</p> <ul style="list-style-type: none"> • Facility • Physician Visits • Surgeon Fees <p>Hospital Based Physicians:</p> <ul style="list-style-type: none"> • ER Physician • Anesthesiology • Pathology • Radiology <p>Outpatient Hospital Services:</p> <ul style="list-style-type: none"> • Outpatient Surgery 	<p>80% coinsurance to OPM</p> <p>80% coinsurance to OPM</p> <p>80% coinsurance to OPM</p>

Skilled Nursing Facility	80% coinsurance to OPM; 100 day limit per contract year****
Podiatry Services	80% coinsurance to OPM
Hospice Care/Home Health Care (In lieu of hospitalization)	80% coinsurance to OPM
Emergency Conditions	\$125.00 Co-pay (waived if admitted) for facility charges 80% coinsurance to OPM; for physician and ancillary fees
Urgent Care Facilities	\$15 Co-pay for Urgent care visit 80% coinsurance to OPM for diagnostic and lab fees
Emergency Transportation	\$25.00 Co-pay
Supplemental Accident	Does not apply
Eye Exam/Refraction	80% coinsurance to OPM; 1 covered exam every 12 months
Therapy Services: • Inpatient Rehabilitation	80% coinsurance to OPM; up to 60 days per contract year
Therapy Services • Outpatient Physical /Occupational • Speech	80% coinsurance to OPM; 30 visits per contract year 80% coinsurance to OPM; up to 30 visits per contract year
Chiropractic	Not Covered
Prosthetic Devices	80% coinsurance to OPM
Durable Medical Equipment (DME) • Orthotic Devices	80% coinsurance to OPM
Private Duty Nursing	80% coinsurance to OPM
Infertility Treatment	Diagnostic and Medical/Surgical Treatments are covered at 80% coinsurance to OPM; Rx up to \$2000 per member per contract year
** Mental Health/Substance Abuse Inpatient Outpatient	80% coinsurance to OPM 80% coinsurance to OPM
Student Coverage Rider	Students Out-of-Area are covered for Urgent and Emergency Services

Vision Hardware	\$150.00 Rebate every 24 months
TMJ	***Covered
Human Organ Transplant	80% coinsurance to OPM
Second Surgical Opinion	Not Required

- ****Mental Health/Substance Abuse is combined benefit for maximum days or visit**
- *****TMJ treatment covered for organic disease or physical trauma only**
- ******Contract year is defined as the period from January 1 – December 31**

Prescription Drug Benefit Summary

	Prescription Drug Summary
I. Co-payment Structure	\$10.00 Generic \$20.00 Brand
II. Dispensing Situations	
A. Generic drug is dispensed	\$10.00 Co-pay
B. No generic drug available, brand drug dispensed	\$20.00 Co-pay
C. Generic drug is available, physician prescribes brand drug with a “DAW” and a brand drug is dispensed	\$20.00 Co-pay
D. Generic drug is available, member chooses brand drug (no “DAW”) and a brand drug is dispensed	*\$20.00 Co-pay, plus the difference in cost between generic and brand name
III. Mail Order Structure	\$20.00 Generic \$40.00 Brand Name (Up to 90 Day Supply)

*In the case of a member requesting a brand name drug when a generic is available, the member will be responsible for the difference in cost between the generic and the brand plus the brand name co-pay. The exception to this rule is when the difference in cost plus the co-pay exceeds the actual cost of the drug, the member would then be responsible for the lesser of, the co-pay or the cost.

APPENDIX K.4

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
	PARAMOUNT High Deductible HMO
Child Age	End of month age 26 or age 28, if full time student or Ohio resident
Deductible	\$2,600 (Single) / \$5,200 (Family)
Health Savings Account (HSA) Contributions	Eligible
Coinsurance	100%
Maximum Out-of-Pocket	\$2,600 (Single) / \$5,200 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services:	
<ul style="list-style-type: none"> • Wellness Visits, Annual Physicals and Immunizations (from age 9) 	Covered in full
<ul style="list-style-type: none"> • Routine Sick Visits 	100% Coinsurance after deductible
<ul style="list-style-type: none"> • Wellness Visits, Annual Physicals and Immunizations (Age 0-9) 	Covered in full
Specialists Services:	
<ul style="list-style-type: none"> • Office Visit 	100% Coinsurance after deductible
<ul style="list-style-type: none"> • OB/GYN Visits 	100% Coinsurance after deductible
<ul style="list-style-type: none"> • Annual OB/GYN Exam 	Covered in full under preventive services
<ul style="list-style-type: none"> • Maternity Care 	Covered in full under preventive services
<ul style="list-style-type: none"> • Sterilization/Contraceptive Services 	100% Coinsurance after deductible

<p>Diagnostic Services (including lab, x-ray, mammograms, etc.)</p> <ul style="list-style-type: none"> • At Physician's office • At Diagnostic facility 	<p>100% Coinsurance after deductible</p> <p>100% Coinsurance after deductible</p>
<p>Inpatient Hospital Services:</p> <ul style="list-style-type: none"> • Facility • Physician Visits • Surgeon Fees <p>Hospital Based Physicians:</p> <ul style="list-style-type: none"> • ER Physician • Anesthesiology • Pathology • Radiology <p>Outpatient Hospital Services:</p> <ul style="list-style-type: none"> • Outpatient Surgery 	<p>100% Coinsurance after deductible</p> <p>100% Coinsurance after deductible</p> <p>100% Coinsurance after deductible</p>

Skilled Nursing Facility	100% Coinsurance after deductible; 100 day limit per contract year****
Podiatry Services	100% Coinsurance after deductible
Hospice Care/Home Health Care (In lieu of hospitalization)	100% Coinsurance after deductible
Emergency Conditions	100% Coinsurance after deductible
Urgent Care Facilities	100% Coinsurance after deductible
Emergency Transportation	100% Coinsurance after deductible
Supplemental Accident	Does not apply
Eye Exam/Refraction	100% Coinsurance after deductible; 1 covered exam every 12 months
Therapy Services: • Inpatient Rehabilitation	100% Coinsurance after deductible; up to 60 days per contract year
Therapy Services	
• Outpatient Physical /Occupational	100% Coinsurance after deductible; 30 visits per contract year
• Speech	100% Coinsurance after deductible; up to 30 visits per contract year
Chiropractic	Not Covered
Prosthetic Devices	100% Coinsurance after deductible
Durable Medical Equipment (DME) • Orthotic Devices	100% Coinsurance after deductible
Private Duty Nursing	100% Coinsurance after deductible
Infertility Treatment	100% Coinsurance after deductible
** Mental Health/Substance Abuse	
Inpatient	100% Coinsurance after deductible
Outpatient	100% Coinsurance after deductible
Student Coverage Rider	
Student Coverage Rider	Students Out-of-Area are covered for Urgent and Emergency Services
Vision Hardware	\$150.00 Rebate every 24 months
TMJ	***Covered

Human Organ Transplant	100% Coinsurance after deductible
Second Surgical Opinion	Not Required

- ****Mental Health/Substance Abuse is combined benefit for maximum days or visit**
- *****TMJ treatment covered for organic disease or physical trauma only**
- ******Contract year is defined as the period from January 1 – December 31**

Prescription Drug Benefit Summary

	Prescription Drug Summary
I. Co-payment Structure	100% Coinsurance after deductible
II. Dispensing Situations	
A. Generic drug is dispensed	100% Coinsurance after deductible
B. No generic drug available, brand drug dispensed	100% Coinsurance after deductible
C. Generic drug is available, physician prescribes brand drug with a “DAW” and a brand drug is dispensed	100% Coinsurance after deductible
D. Generic drug is available, member chooses brand drug (no “DAW”) and a brand drug is dispensed	100% Coinsurance after deductible plus the difference in cost between generic and brand name
III. Mail Order Structure	100% Coinsurance after deductible

*In the case of a member requesting a brand name drug when a generic is available, the member will be responsible for the difference in cost between the generic and the brand plus the brand name co-pay. The exception to this rule is when the difference in cost plus the co-pay exceeds the actual cost of the drug, the member would then be responsible for the lesser of, the co-pay or the cost.

Agreement and, to the extent that any actions are taken by the Board and/or its designees which will reduce such terms, conditions, and benefits of employment, said actions will be negotiated with the Association upon this demand by the Association.

**ARTICLE XXV
EFFECTIVE DATE - DURATION OF CONTRACT**

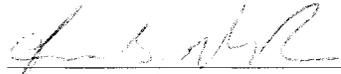
This Agreement shall become effective as of July 1, 2014 and shall remain in full force and effect through the 30th day of June, 2016, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties hereto. Salary increases in 2014-15 shall be retroactive to earnings on or after July 1, 2014; provided, however, the hourly rate increases provided in Article XIV above, notwithstanding any other provision of this Agreement, shall be effective the day after the Board of Education approves this Agreement after ratification by the Association.

In witness whereof, the parties hereto authorize their names to be subscribed to duplicates hereof by their officer duly authorized to do so.

In witness hereof:

SYLVANIA BOARD OF EDUCATION

SYLVANIA EDUCATION ASSOCIATION

By: 
Board President

By: 
President

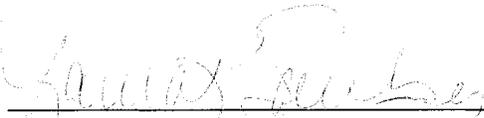
Date: 12-1, 2014

Date: 12/1, 2014

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Sylvania City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the Board and the Sylvania Education Association, effective from July 1, 2014 through June 30, 2016.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

November 17, 2014