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08/18/2014

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# **NEGOTIATED AGREEMENT**

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between the

**SPENCERVILLE LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**SPENCERVILLE EDUCATION  
ASSOCIATION**

**July 1, 2014 – June 30, 2017**

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## ARTICLE I – RECOGNITION

The Spencerville Local School District Board of Education (the “Board”) recognizes the Spencerville Education Association, OEA/NEA (the “Union”), as the sole and exclusive representative, for purposes for and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, librarians, media specialists, substitutes after they have taught in one specific teaching position for sixty (60) consecutive school days in a school year, and department heads. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, non-certificated employees, other substitutes, tutors, confidential employees, management-level employees and supervisors. Tutors will not be used for work other than the tutoring for which they are employed. Employees in the bargaining unit shall be referred to generally as “teachers” in this Agreement unless otherwise provided.

### A. DEFINITIONS

1. Association means the Spencerville Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit.
2. Board means the Board of Education of the School District of Spencerville Local that is a party to this agreement.
3. Day means calendar day except when otherwise indicated in this agreement.
4. District means the employer known as the Spencerville Local School District Board of Education.
5. Employer means the same as District.
6. Employee means a person who is a member of the bargaining unit as defined in Article I of this Agreement.
7. Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.
8. NEA means the National Education Association.
9. OEA means the Ohio Education Association.
10. SEA means the Spencerville Education Association. The same as union is a member of the bargaining unit.
11. Teacher means the same as Employee. i.e., a member of the bargaining unit.

12. Union means the same as Association.

13. Unless indicated otherwise in this Agreement, part time means an employee who is employed for less than the regular school day or school week and is not a substitute.

## ARTICLE II – NEGOTIATION PROCEDURE

### A. DIRECTING REQUESTS

Requests in writing for negotiation meetings from the Union will be made directly to the Superintendent or his designee. Requests from the Board will be made in writing to the President of the Union. Requests for negotiation meetings shall be submitted between 60 and 90 days prior to the expiration of the contract term.

### B. NEGOTIATION MEETINGS

The first bargaining session shall be held at a mutually agreed to time and date within thirty (30) days of the request. All items proposed by the parties shall be written and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting. Bargaining sessions shall not be scheduled during the regular teacher workday. As used in this Article, the terms “Board” and “Union” shall be construed to include their respective representatives. Time and dates as used in this Article may be changed by mutual agreement.

### C. REPRESENTATION

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board and of the Union shall meet at mutually agreed times to bargain in good faith. While no final agreement shall be executed without ratification by the Union and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Union. The Board shall make copies of school district policies available in each building office and/or library.

### D. INFORMATION

Upon reasonable written request, each party shall provide the other, within a reasonable time, with information and data which is available to that organization, its affiliates and its representatives and which reasonably would assist the requesting party in formulating proposals and counterproposals or in assessing the other party’s proposals and counterproposals. This obligation does not require the production of information protected by federal and state privacy laws or student records laws.

E. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Caucus – The Chairman of either group may recess his group for independent caucus of reasonable duration at any time.
2. Protocol – No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.
3. Item Agreement – As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.
4. Schedule of Meetings – Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

F. AGREEMENT

When and if a successor agreement is reached by the representatives of the parties, it shall be reduced to writing and submitted to the Union for ratification and to the Board for approval.

G. DISAGREEMENT

In the event the parties are unable to reach agreement, at any time prior to 45 days before the expiration date of this Agreement, either may call for mediation. The Mediator may be selected by agreement. If agreement on selection of a Mediator is not reached within five (5) calendar days after the call for mediation, a joint letter shall be written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a Mediator. Both parties shall share equally in the costs of the Mediator. The Mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. In the event the members of the negotiation committees are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Union shall have the right to proceed in accordance with Section 4117.14(D)(2), of the Ohio Revised Code, which states:

“Public employees other than those listed in division (D) (1) of 4117.14 have the right to strike under Chapter 4117 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and the (SERB); however the (SERB) at its discretion, may attempt mediation at any time.”

and Section 4117.18(C) of the Ohio Revised Code, which states:

“No public employee shall strike during the term or extended term of a collective bargaining agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Revised Code.”

## H. DEFINITIONS

The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.

1. The parties have established the procedures set forth in this Article as their mutually agreed upon negotiations dispute resolution procedure.

## ARTICLE III – MANAGEMENT RIGHTS

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, by way of illustration, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; determine the work hours and the overall methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote or terminate teachers for just cause; lay off, transfer, assign, schedule, promote, non-renew or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; and the administration's right to direct, assign, supervise, evaluate, schedule, and transfer teachers.
- B. The Board shall give the Union written notice and an opportunity to bargain before:
  1. Implementing a salary for any new supplemental position or for a supplemental position which results from the Board's combining of supplemental positions; or
  2. Increasing the routine length of the regular on-duty teacher work day. The exercise of any other management right requires neither prior negotiation with nor agreement of the Union.
- C. The Union acknowledges that during the negotiations leading to the execution of this Agreement, it had a full opportunity to submit all items appropriate to collective bargaining and that, except as expressly provided in this Article, it waives its right to

initiate bargaining or to submit any additional item for negotiations during the term of this Agreement.

#### **ARTICLE IV – ASSOCIATION RIGHTS**

- A. The Union shall have the right to make reasonable use of school office bulletin boards to post informational notices and may make use of school district intra-school mail. Before posting a notice on a school bulletin board, the Union shall for communication purposes inform the building principal.
- B. Authorized representatives of the Union may transact Union business on school property. The transaction of such Union business may occur during a teacher's duty-free lunch period, but otherwise shall not interfere with the regular teacher workday or with other school activities. Upon advance written request and permission of the appropriate administrator, the Union may use school district buildings for meetings outside the regular teacher workday. The appropriate administrator shall not unreasonably withhold permission for the Union to use school district buildings.
- C. Each fall the Board shall provide the Union president with the staff directory at no cost to the Union.
- D. The Superintendent shall make available to the Union President, on the second day before each regular Board of Education meeting, a copy of the agenda for that meeting.
- E. Provided the Union gives advance notice to the appropriate administrator, a Union representative shall be given reasonable time for announcements and discussion of Union activity at faculty meetings.

#### **ARTICLE V – SEVERABILITY**

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement.

#### **ARTICLE VI – GRIEVANCE PROCEDURE**

A grievance is a claim by the Union or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the Agreement.

Aggrieved person shall mean any person(s) in the bargaining unit making the complaint or the Union. In the event more than one person files the same complaint, each shall sign the

grievance. Such person or group may be represented by a representative of the Union's choosing at any formal level of this procedure.

Bargaining Unit shall mean teachers as defined in Article I of this contract.

The time limits contained in this Article shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the District due to vacation or professional leave, the appeal period shall be extended to accommodate such absence.

Days in this Article means regular teacher work days during the regular school year and weekdays except for holidays during the summer.

#### A. PURPOSE OF GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to grievances of all members in the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

#### B. INFORMAL PROCEDURE

##### 1. Level One

A person with a grievance shall first discuss it with his principal, within ten (10) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally.

#### C. FORMAL GRIEVANCE PROCEDURE

##### 1. Level Two

If the aggrieved person is not satisfied with the outcome of the informal procedure, he may present his claim within ten (10) days of the incident giving rise to the grievance as a formal grievance in writing to his principal and to his SEA – PR&R Committee chairman. (See Form Appendix C)

The principal shall within three (3) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Chairman of the SEA – PR&R Committee and to the Superintendent.

## 2. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the SEA-PR&R Committee and the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the principal within five (5) days. The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person, representatives of the SEA-PR&R committee, and all parties involved, for the purpose of resolving the grievance. The Superintendent shall, within five (5) days after this meeting, render his/her decision and the reasons therefore, in writing to the aggrieved person with copies to the SEA-PR&R Committee chairperson and the principal.

## 3. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days, request in writing that the chairperson of the SEA-PR&R Committee submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association. The SEA-PR&R Committee shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise the Superintendent in writing of its desire to proceed to arbitration.

Within five (5) days after receipt by the Superintendent of the request for arbitration, representatives of the Board and the Union shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the Arbitrator shall be selected by the alternate strike method. Within five (5) days after the list arrives, an arbitrator must be selected or a second list requested. Either party shall be entitled to request a second list. No additional lists may be requested unless by mutual consent.

Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The Arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The Arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Union and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at a determination of any issue

presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne entirely (100%) by the losing party.

#### D. SCOPE OF GRIEVANCE APPLICATION

This grievance procedure governs all members of the bargaining unit of the school district.

#### E. PROFESSIONAL RIGHTS PROVISION

No reprisals of any kind will be taken by either party against any party in interest, any school representative, any member of the SEA, or any other participant in the grievance procedure by reason of such participation.

#### F. MISCELLANEOUS GRIEVANCE PROCEDURE

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.
2. The parties shall attempt to expedite the processing of a grievance in order to resolve the grievance before the end of a school year.
3. If the SEA-PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw the grievance.
4. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, and to avoid the involvement of students in all phases of the grievance procedure.

#### G. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further

understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Board's representative shall be final and binding upon the grievant, the Union, the administration and the Board. It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Agreement.

## ARTICLE VII – LEAVES OF ABSENCE

### A. SICK LEAVE

1. Each teacher shall be entitled, for each completed month of service, to sick leave of 1-1/4 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of ten (10) days of sick leave which has not yet actually been earned shall be advanced in each school year to all new teachers and to returning teachers who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance such days as required for the absence of a teacher which qualifies as sick leave. Such advanced days are to be earned through service during the same school year or deducted from the teacher's final paycheck.
2. Sick leave may be accumulated up to a total of two hundred (200) days for retirement purposes and two hundred-fifteen (215) days for reasons set forth in paragraph 3 of this section.
3. Sick leave, upon approval of the appropriate administrator, may be used for:
  - a. Personal illness or injury.
  - b. Exposure to contagious disease which could be communicable to other employees.
  - c. Illness, injury, or death in the teacher's "immediate family." "Immediate family" is defined as:
    - (1) the teacher's spouse, children, parents, brother, sister, or anyone who has virtually held the position of parent or child, in the case of illness or injury; and
    - (2) the above-listed persons and the teacher's grandparents, grandchildren, aunts, uncles, in-laws bearing any of these same relationships, and any other person who is a permanent resident of the teacher's household, in the case of death.
  - d. The teacher's pregnancy.
4. In the event of a death in the immediate family, an employee may use up to a maximum of five (5) days of sick leave, only when the absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for death in the immediate family upon satisfactory evidence of justifying circumstances.

The Superintendent may allow the utilization of sick leave for bereavement for non-immediate family on a case-by-case basis.

5. All absence which qualifies for sick leave will be deducted from sick leave. Sick leave and personal leave are not interchangeable.
6. A teacher must notify his/her principal or designee of any absences by at least one (1) hour before the teacher work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute. Adequate lesson plans from the teacher must be available to the substitute.
7. The teacher must submit sick leave absence through Kiosk immediately upon his or her return to work after the absence, justifying the use of sick leave. If medical attention was required, the teacher must list the name and address of the attending physician and the dates when he was consulted.
8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.

#### B. SICK LEAVE BANK

1. When in the judgment of a teacher's physician, the teacher will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the teacher and additional days are still needed, then he/she may request that additional days be transferred from the other teachers' accumulated sick leave on a voluntary basis. The Treasurer of the Board shall establish a procedure for the transfer. Similarly, if a teacher has a spouse, parent, or child who is suffering from a catastrophic illness or injury and the teacher is needed to care for the spouse, child, or parent, then the teacher may request to participate in the sick leave bank program.

These additional limitations will apply to this paragraph:

- a. the receiving teacher must have been employed for at least five (5) consecutive years by the Board under regular contract;
- b. donations from a teacher must be for one (1) whole day only;
- c. it cannot be used if the teacher has applied for disability retirement;
- d. no more days can be given than needed by the teacher to serve out the regular school year;
- e. the teacher must exhaust his/her own sick leave first;
- f. the teacher who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

#### C. MATERNITY LEAVE

1. A teacher may use her accumulated sick leave for pregnancy related or childbirth related disability. A teacher may use accumulated sick leave for absence of up to six (6) calendar weeks for adoption of a pre-school child, beginning on the day the adoptive parent(s) receives the child. If both parents are on staff, they may elect to take such leave (but not concurrently) for intervals which when combined shall not

exceed six (6) calendar weeks in length. Advance notice of a minimum of four (4) weeks shall be given to the Board where possible.

2. If a teacher has insufficient sick leave to cover the periods of time specified in paragraph (1) above, the Board, upon the teacher's written request supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability.
3. A teacher returning from maternity leave shall be placed in her prior position, if feasible, or in a comparable position for which she holds certification.
4. A teacher on maternity leave under this Article shall have no break in district service and shall remain on payroll records so that she may purchase at her own expense any group insurance benefits available to bargaining unit teachers.

#### D. CHILD CARE LEAVE

1. A teacher who has completed three (3) or more continuous school years of service in the District, upon written request, shall be granted a leave of absence without pay to care for the teacher's newborn infant or adopted child who is less than one (1) year old when received by the adoptive parent(s). The written request must be submitted at least three (3) weeks before the beginning of the child care leave except where the adoption placement is unanticipated as early as three (3) weeks. The notice shall state the date of birth or adoption, age of adoptive child, and beginning and ending dates of the leave. Such leave may not exceed two (2) semesters and shall end to coincide with the beginning or end of a semester. Such written requests may only be rejected if the Board after a reasonable effort is unable to find a replacement deemed suitable by the Superintendent based upon certification, experience, references, and other educational reasons that are not arbitrary or capricious.
2. For purposes of seniority, a teacher on a leave of absence shall not advance in seniority but said teacher's continuity of service shall not be disrupted. A teacher shall not be given experience credit on the salary schedule for the period of such leave. Each certificated employee on leave of absence shall declare in writing to the Superintendent by April 15 or November 15 immediately prior to the expiration of such leave as to his or her intention of returning to service. Failure of the certificated employee to supply a statement of intent by such date shall be deemed a resignation of his/her contract of employment.
3. A teacher on leave of absence shall be permitted to purchase, at no cost to the Board of Education, insurance benefits that are provided by the Board of Education to other teachers. A teacher on leave of absence shall reimburse the Board of Education for any contribution the employer is required to make to STRS on behalf of such teacher for the term of such leave if such teacher opts to contribute the STRS for the period of such leave.

4. A teacher returning from a leave of absence shall be restored to a teaching position for which such teacher is certificated.
5. If the Ohio General Assembly enacts legislation mandating childcare leave, this entire provision on childcare leave shall be a subject in the next negotiations.

E. PROFESSIONAL LEAVE

1. Request for Leave

- a. Teachers may attend approved professional meetings, conferences, or visitations which provide the opportunity to advance professionally. No more than three (3) professional leave days will be approved per year for a teacher.
  - b. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.
  - c. Request for professional leave shall be submitted through Kiosk. Requests shall be initiated at least thirty (30) working days prior to the request leave. After consideration, the principal will forward the request to the Superintendent who may approve or deny the request.
  - d. Exception to the thirty (30) day advance notice may be allowed if the staff member can demonstrate that he did not receive adequate advance notice.
  - e. Leave request submissions through Kiosk must be detailed and be complete. Incomplete submissions will be promptly declined and will not be considered until they are completed and resubmitted.
  - f. Attendance at competitive athletic events or attendance at coaching clinics in conjunction with attendance at athletic events will not be approved as professional leave.
2. Reimbursement Requests – Reimbursement will be paid for the actual, necessary and reasonable expenses of:
- a. Commercial carrier fare, as supported by receipts, or mileage for use of personal vehicle based on the IRS Standard rates of January 1 of each calendar year.
  - b. Overnight travel meals and lodging as supported by receipts, up to the limit annually adopted by the Board.

- c. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to the conduct of official school district business, as supported by receipts.

Reimbursement forms must be submitted to the Superintendent within thirty (30) days following the leave with a typed report attached giving an evaluation of the meeting or visitation.

3. Two (2) professional leave days shall be granted per school year for each of two teachers attending state level assemblies of the OEA, provided that the Union pays the cost of substitute teachers on those days and for out-of-pocket expenses of the teachers. Requests for professional leave under this paragraph shall be subject to the procedures and deadlines of paragraph (1) above.

#### F. PERSONAL LEAVE

1. The Superintendent will grant each teacher personal leave not to exceed a total of three (3) days not covered by sick leave. Such personal leave days may be used consecutively. Personal leave may not be taken on the day before or the day after a holiday or for the purpose of extending the vacation period, unless approved by the Superintendent. No personal leave may be requested or taken after May 10 of the school year unless it is for a legitimate reason (such as a graduation) approved in advance by the Superintendent. The Superintendent's decision shall not be arbitrary nor capricious. If personal leave is denied for May 10 through the end of the school year, the Superintendent shall put reasons in writing for denial.
2. All absences for personal leave must be requested through Kiosk. Where possible, the request for personal leave must be submitted at least five (5) days prior to any intended absence (requests for leave without pay excepted). Absences for personal leave shall not exceed three (3) days in a school year and are non-accumulative.
3. Three (3) days of personal leave may be used at the discretion of the teacher upon application and approval by the Superintendent. The following statement must appear on the personal leave request submissions when applying for these dates: "This leave has been taken in accordance with established policy and will not be used for any unlawful purpose, or to seek other gainful employment."
4. Falsification of the personal leave request submission or dishonesty in the use of personal leave is grounds for suspension or termination of employment.
5. A teacher taking a dock day because they have exhausted other appropriate leave options, shall be responsible for paying the cost of all benefits for that day missed.

Arrangements for this reimbursement to the district will be made through the treasurer's office.

6. If a teacher qualifies for time off of work under the FMLA military leave provisions and has insufficient personal leave to allow such time off of work to be paid, the teacher may request that the Superintendent grant the teacher additional paid personal days to cover some or all of the absence. All such personal days that are granted to the teacher by the Superintendent shall be deducted from the teacher's accrued sick leave.
7. Teachers are eligible to receive a 1% bonus payment every year that they do not use any personal leave days. The bonus payment shall be equal to the greater of \$250 or 1% of the individual teacher's base salary during the year that the personal days are not used by the teacher. The bonus payments shall be issued on or before June 30. Teachers who use only one (1) day of personal leave in a year will be eligible to receive a bonus equal to the greater of \$187.50 or 0.75% of the individual teacher's base salary during the year that only one (1) personal day is used by the teacher. This bonus payment shall be in a separate check.

#### G. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of thirty (30) working days.
3. A teacher shall be granted assault leave according to the following rules:
  - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.

- b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
- c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
- d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
- e. Teachers shall not be permitted to accrue assault leave.
- f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.
- g. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

## H. FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period provided the employee worked at least 1250 hours in the 12 months preceding the beginning of the leave. An employee may be eligible for 26 work weeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness.

### 1. Types of Leave

An eligible employee may take FMLA leave for the following purposes:

- a. birth and care for a newborn child;
- b. care for, or spend additional time with, an adopted child or foster child;

- c. care for a spouse, child, parent or in limited circumstances, next of kin with a serious health condition (if person cared for is a “covered service member,” then leave allowed is 26 weeks);
- d. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job or;
- e. response to a “qualifying exigency” that arises because a spouse, child or parent is on active duty or has been called to active duty as a member of the National Guard or Reserves in support of a contingency operation.

An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

## 2. Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to twelve (12) weeks. An employee may not take FMLA leave to care for a parent-in-law.

If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service member is limited to twenty-six (26) weeks.

## 3. Intermittent and Reduced Leave

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

Reduced leave is a leave scheduled that reduces the employee’s usual number of hours per workweek or hours per workday.

Intermittent or reduced leave is available only for the employee’s own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The employee who wishes to use intermittent or reduced leave must have the prior approval of the Board/designee. Although the Board/designee and employee may agree to an intermittent or reduced leave plan, the employee who uses family leave is not automatically entitled to use such leave on an intermittent or reduced leave schedule.

The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

#### 4. Benefits

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

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

#### 5. Notice

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

The Board may deny the leave if the employee does not meet the notice requirements.

#### 6. Certification

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

Upon the employee's return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

## 7. Restoration

When the employee returns from the leave, the Board restores the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid ten (10) percent of the employees and whose absence would cause the District to experience a substantial and grievous economic injury.

## 8. Instructional Employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers. Limitations apply to instructional employees who take intermittent or reduced leave.

If the leave requested is:

- a. to care for a family member or for the employee's own serious health condition;
- b. foreseeable based on planned medical treatment and
- c. such that the employee would be on leave for more than twenty (20) percent of the total number of working days over the period the leave would extend.

The Board then may require the employee to choose either to:

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

Limitations also apply to instructional employees who take leave near the end of a semester. When an instructional employee begins leave more than five (5) weeks

before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the:

- a. leave will last at least three weeks and
- b. employee would return to work during the three-(3) week period before the end of the semester.

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

- a. leave will last more than two (2) weeks and
- b. employee would return to work during the two (2) -week period before the end of the semester.

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

#### 9. Failure to Return

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

Designation Notice  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 2/28/2015

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form by employers is optional, a fully completed Form WH-382 provides an easy method of providing employees with the written information required by 29 C.F.R. §§ 825.300(c), 825.301, and 825.305(c).

To: \_\_\_\_\_

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

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_ and decided:

\_\_\_\_\_ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

\_\_\_\_\_ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_

\_\_\_\_\_ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

\_\_\_\_\_ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

\_\_\_\_\_ We are requiring you to substitute or use paid leave during your FMLA leave.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position \_\_\_\_\_ is \_\_\_\_\_ is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

\_\_\_\_\_ Additional information is needed to determine if your FMLA leave request can be approved:

\_\_\_\_\_ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information no later than \_\_\_\_\_, unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.  
(Provide at least seven calendar days)

(Specify information needed to make the certification complete and sufficient)

\_\_\_\_\_ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\_\_\_\_\_ Your FMLA Leave request is Not Approved.

\_\_\_\_\_ The FMLA does not apply to your leave request.

\_\_\_\_\_ You have exhausted your FMLA leave entitlement in the applicable 12-month period.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617, 29 C.F.R. §§ 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 - 30 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.

Form WH-382 January 2009

**Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)**

**U.S. Department of Labor**  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 2/28/2015

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B. AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?  No  Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition?  No  Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
 No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?  No  Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
 No  Yes. If so, explain:

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

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER**

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



Certification of Health Care Provider for  
Family Member's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 2/28/2015

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: \_\_\_\_\_  
First Middle Last

Name of family member for whom you will provide care: \_\_\_\_\_  
First Middle Last

Relationship of family member to you: \_\_\_\_\_

If family member is your son or daughter, date of birth: \_\_\_\_\_

Describe care you will provide to your family member and estimate leave needed to provide care:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
 No  Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:

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

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

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

**PART B: AMOUNT OF CARE NEEDED.** When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  No  Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care?  No  Yes.

Explain the care needed by the patient and why such care is medically necessary:

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5. Will the patient require follow-up treatments, including any time for recovery?  No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

---

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  No  Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

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7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_ No \_\_\_ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION. IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER**

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

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

Notice of Eligibility and Rights & Responsibilities  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number 1235-0003  
Expires: 2/28/2015

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form by employers is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. § 825.300(b), which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave, as required by 29 C.F.R. § 825.300(b), (c).

**[Part A – NOTICE OF ELIGIBILITY]**

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

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

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

- \_\_\_\_\_ The birth of a child, or placement of a child with you for adoption or foster care;
- \_\_\_\_\_ Your own serious health condition;
- \_\_\_\_\_ Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ child; \_\_\_\_\_ parent due to his/her serious health condition.
- \_\_\_\_\_ Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on covered active duty or call to covered active duty status with the Armed Forces.
- \_\_\_\_\_ Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent; \_\_\_\_\_ next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- \_\_\_\_\_ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities)
- \_\_\_\_\_ Are not eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
  - \_\_\_\_\_ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - \_\_\_\_\_ You have not met the FMLA's hours of service requirement.
  - \_\_\_\_\_ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the FMLA poster located in \_\_\_\_\_.

**[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE]**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order for us to determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_. (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.) If sufficient information is not provided in a timely manner, your leave may be denied.

- \_\_\_\_\_ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request \_\_\_\_\_ is/\_\_\_\_\_ is not enclosed.
- \_\_\_\_\_ Sufficient documentation to establish the required relationship between you and your family member.
- \_\_\_\_\_ Other information needed (such as documentation for military family leave): \_\_\_\_\_

\_\_\_\_\_ No additional information requested

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You will be required to use your available paid \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

Due to your status within the company, you are considered a "key employee" as defined in the FMLA. As a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We \_\_\_\_\_ have/\_\_\_\_\_ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_. (Indicate interval of periodic reports, as appropriate for the particular leave situation).

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as:

- \_\_\_\_\_ the calendar year (January - December).
- \_\_\_\_\_ a fixed leave year based on \_\_\_\_\_
- \_\_\_\_\_ the 12-month period measured forward from the date of your first FMLA leave usage.
- \_\_\_\_\_ a "rolling" 12-month period measured backward from the date of any FMLA leave usage.

- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_

- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_\_\_ sick, \_\_\_\_\_ vacation, and/or \_\_\_\_\_ other leave run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_

Applicable conditions for use of paid leave: \_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact:

at \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**

## ARTICLE VIII - SEVERANCE PAY

- A. A teacher with ten (10) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth (1/4) the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of fifty-three (53) days of accrued but unused sick leave.
- B. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.
- C. A teacher shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the Board of the State Teachers' Retirement System or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.
- D. The District may negotiate directly with an employee who is eligible for STRS retirement in order to attempt to achieve a mutually beneficial severance arrangement that provides for enhanced severance benefit opportunities.

## ARTICLE IX – PAYDAYS

- A. Teachers' regular salaries shall be paid over twenty-six (26) alternate Fridays. The twenty-six (26) pays shall begin on the first Friday in September which is on or after the first ten (10) days of the regular teacher work year. In a twelve (12)-month pay cycle when there are fifty-three (53) Fridays, teachers shall receive twenty-seven (27) equal paychecks. The salary of a teacher who begins work after the school year has begun shall be prorated over the remaining paydays, so long as the teacher has earned the amount of the first check. A teacher newly employed by the Board upon written request, may be paid by special check after five (5) days' service for those five (5) days' pay. Such teacher's remaining salary for the year shall be prorated over the remaining regular paydays.
- B. During the regular school year, except for Christmas-New Year's break, if a payday occurs when teachers are not scheduled to work, the Board shall pay them on the preceding teacher work day. If a payday occurs on a day when the Treasurer's office is closed, the Board has the option to pay in advance of the regular payday if feasible, otherwise on the next succeeding school day.
- C. In addition to Association dues deduction, teachers may have payroll deduction upon individual written authorization for:
  - 1. Credit Union;
  - 2. Tax-Sheltered annuities; and
  - 3. Political contributions pursuant to Ohio Rev. Code Section 3313.262; and

4. Miscellaneous contributions, mutual funds and the like, Diesel Loan repayment, Spencerville Education Foundation, etc.

The Board shall continue its current practice of allowing teachers to purchase eligible service credit from STRS through pre-tax payroll deduction, subject to STRS and IRS requirements.

- D. The Board shall pay for supplemental duties promptly after the teacher's completion of those duties. This provision does not preclude the Board from arranging with individual teachers to make partial payment upon completion of a corresponding portion of the supplemental duties.
- E. Employees are required to deposit the entire net pay of their check into a checking and/or savings account(s). Monies may be directed to a maximum of three (3) different repositories and/or accounts using a percentage or fixed dollar amount. Electronic direct payroll deposit will be mandatory for regular 26-pay employees. Three (3) changes to the direct deposit accounts, after the initial set-up, are allowed per fiscal year, with a minimum notification period of two (2) weeks to the payroll department for each change. A completed authorization agreement for automatic deposit with an attached canceled check, deposit slip or statement copy so that the transit routing number, which identifies a specific financial institution, can be verified. This agreement is required for the initial setup and any change thereafter. The first initial direct deposit payroll will be as soon as feasible after ratification of this Agreement, therefore allowing time for setup and testing phase. The employee will still receive a pay stub which shows the earnings, taxes, and deductions.

#### **ARTICLE X – ASSOCIATION DUES DEDUCTION**

The Board is authorized to deduct the periodic dues, initiation fees, and assessments of members of the Union upon presentation of a written deduction authorization by the individual teacher. Such written authorization shall be transmitted to the district Treasurer by the Union Treasurer by October 15 of the particular school year. The deductions shall cease upon the teacher's submission of a written revocation of the authorization. A copy of the written revocation shall be forwarded by the teacher to the Union President within five (5) calendar days of its submission to the Treasurer.

## ARTICLE XI – REGULAR TEACHER SALARIES

- A. The regular teacher work year shall consist of one hundred eighty-three (183) days. If a bargaining unit member is required to attend more than two (2) IEP and/or IAT meetings per month that occur outside the contractual workday, thereafter, the bargaining unit member shall be paid his/her per diem rate, on a pro-rated basis, for any additional time spent in such meetings that occur during that month. The Union may make recommendations regarding the calendar for the next school year. Such recommendation(s) must be submitted to the Superintendent by November 1 for consideration. Although the Board must consider timely recommendations from the Union, the Board has sole discretion to adopt the school calendar.
- B. A one (1) hour early release will be in effect on the last day prior to Thanksgiving, Christmas and Easter or on other days agreed to by SEA and BOE (maximum of three (3) days).
- C. The normal on-duty teacher work day shall be seven (7) hours and thirty-five (35) minutes inclusive of thirty (30) consecutive uninterrupted and duty free lunch and scheduled between 7:25 a.m. to 3:00 p.m. for high school and middle school teachers and 8:25 a.m. to 4:00 p.m. for elementary teachers. This Article in no way limits the Board's authority to require teachers to attend in-service training, faculty meetings, open house and the like outside the on-duty hours. Part-time teachers shall receive a pro-rated paid planning period on days they are employed.
- D. Appendix A to this Agreement is the schedule of regular teacher salaries for July 1, 2014– June 30, 2015 (\$32,048.00), July 1, 2015-June 30, 2016 (\$32,368.00), and July 1, 2016-June 30, 2017 (\$32,692.00).
- E. The Board need not provide teachers with individual salary notices. A newly hired teacher shall be given written notice of his or her initial placement on the salary schedule upon written request to the Treasurer's office.
- F. Effective with the 2012-2013 school year, teachers shall be eligible for a 1% lump sum bonus if the District achieves a composite 3.5 grade point average or better on the Ohio Department of Education Local Report Card in the following measures: Performance Indicators, Performance Index, 4-Year Graduation Rate, and Value Added (all students). An "A" is equal to 4 points, a "B" is equal to 3 points, and a "C" is equal to 2 points. The 1% bonus shall be based upon the teachers' regular salary during the school year for which the Grade Card is based. Teachers who are on a leave of absence for any portion of the year shall receive a pro rata payment of the 1% bonus. Long term substitutes shall be eligible for a pro rata payment if they teach in one specific teaching position for sixty (60) consecutive school days. A separate check will be paid on the Friday after the second pay in October.

- G. When the student day is delayed due to inclement weather, the regular teacher workday shall be delayed by the same number of minutes. Members of the teaching faculty will not be expected to report for duty on days when the district is closed due to inclement weather.

#### **ARTICLE XII – SUPPLEMENTAL SALARIES**

- A. Teachers employed for supplemental duties shall be paid in accordance with Appendix D to this Agreement, calculated on the base salary.
- B. Supplemental contracts shall be for no longer than one (1) school year and shall expire automatically, without further action or notice by the Board.
- C. The listing of a position on the supplemental schedule does not require the Board to fill it. The decision of whether and when to fill a vacancy shall be the sole prerogative of the Superintendent.

#### **ARTICLE XIII – TUITION REIMBURSEMENT**

- A. To be eligible for participation in the tuition reimbursement program, a bargaining unit member must:
  - 1. Be under full-time or part-time contract at the Spencerville Local School District prior to applying for reimbursement for courses under this program.
  - 2. Be working under a full-time certified regular limited or continuing contract with the Spencerville Local School District both when the course is taken and when reimbursement is requested.
  - 3. Hold a provisional certificate/license or higher in the field in which the bargaining unit member is serving.
  - 4. Take courses in the bargaining unit member's actual teaching field of service or in other areas approved in advance by the Superintendent.
  - 5. Take courses from an institution approved for teacher education and approved by the Superintendent.
  - 6. Complete the course with a grade B or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The bargaining unit member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.
  - 7. Remain a full-time employee of the Board for a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take

place either by withholding from the bargaining unit member's last check or by the bargaining unit member paying the Treasurer directly.)

B. Application shall be made and approval shall be obtained in the following manner:

1. Applications shall be submitted to the Superintendent's office by May 15 for summer session, by the first Wednesday after Labor Day for fall quarter or semester, by December 1 for winter quarter or second semester, and by February 15 for spring quarter.
2. Applications shall be approved or disapproved by the Superintendent. Priority shall be given to bargaining unit members enrolled in courses needed to upgrade their skills to meet school goals, to bargaining unit members enrolled in classes for recertification, and to bargaining unit members enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.
3. Reimbursement shall be limited to three (3) semester hours or four and one-half (4-1/2) quarter hours in any one (1)-year allowance period (July 1 to June 30).
4. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.

C. Reimbursement will be made in accordance with the following manner:

1. The Board shall allocate a maximum of \$7,500 for each July 1 to June 30 allocation period. The Superintendent may increase the number of hours that can be reimbursed in a particular year if there is sufficient money left in the total annual allocation.
2. Within the limitations of (2) and (3) (A) above, the bargaining unit member shall be reimbursed at the rate of fifty percent (50%) of the tuition cost, not to exceed \$120.00 per approved semester hour or \$90.00 per approved quarter hour. This will be prorated for part-time employees.
3. Reimbursement shall not exceed the actual cost of tuition.
4. Payment shall be made one time per year (last pay in May) upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. By June 30 of each year, a teacher who has earned additional college credit must file an official transcript with the Superintendent in order to be eligible for reimbursement during the next year (July 1 June 30).

SPENCERVILLE LOCAL SCHOOL DISTRICT

TUITION REIMBURSEMENT APPLICATION

Application Deadlines May 15 – Summer Session

First Wednesday after Labor Day – Fall Session

December 1 – Winter Session

February 1 – Spring Session

1. Name of Teacher \_\_\_\_\_

2. Position in District \_\_\_\_\_

3. Contract Status \_\_\_\_\_

4. Current Certificate/License \_\_\_\_\_

5. College or University you plan to attend (include address)

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

6. Course/Course Description

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

7. \_\_\_\_\_ Number of hours you plan to take. \_\_\_\_\_ Semester (Please check one)  
\_\_\_\_\_ Quarterly

8. Purpose of taking the course. (Please check all that apply.)

\_\_\_\_\_ Recertification

\_\_\_\_\_ Upgrade Teaching Skills to Meet Schools Goals

\_\_\_\_\_ Obtain Certification to Teach Course Requested by Administrator

\_\_\_\_\_ Other (explain) \_\_\_\_\_

9. Hourly cost of course referenced on this application. \$ \_\_\_\_\_ Per Hour

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: Reimbursement is limited to three (3) semester hours or four and one half (4-1/2) quarter hours in any one year allowance period.

The Board shall allocate a maximum of \$7500 for each July 1 to June 30 allocation period. The Superintendent may increase the number of hours that can be reimbursed in a particular year if there are sufficient funds left in the total annual allocation.

Reimbursement shall not exceed 50% of the tuition cost, not to exceed \$120.00 per approved semester hour or \$90.00 per approved quarter hour – this will be prorated for part-time employees.

Payment will be made one time per year (last pay in May) upon submission of an official grade card verifying successful completion of course or courses. Applicant also must submit verification of payment for course work.

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1. Number of Hours applied for \_\_\_\_\_
2. Anticipated Reimbursement to Applicant \_\_\_\_\_  
(Based on Items 7 and 9 from Application)
3. Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_

Superintendent Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ARTICLE XIV – PERSONNEL FILES**

- A. The Board shall maintain only one (1) official file on each employee. This shall not preclude the treasurer’s office from maintaining documentation of an employee’s expense vouchers and leave records or a principal from maintaining documents relative to a particular teacher.
- B. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein, at no cost. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files.
- C. Teachers shall have the right to submit a written commentary to any material at the time it is placed in the file. Such written comments shall be attached to the item in the file.

## **ARTICLE XV – EMPLOYEE EVALUATION**

The teacher evaluation policy adopted by the Board in conformance with R.C. 3319.111 is attached to this agreement as an appendix and, as such, shall be treated as if it has been completely rewritten herein. No changes to the policy will be made without the consent of the OTES Committee; such changes shall be brought to the Union for a vote. The OTES Committee shall be developed by the Superintendent, the District Leadership Team, and the Spencerville Education Association Leadership Team. This committee shall not have the authority to bargain wages, terms, and/or conditions of employment. Any and all provisions of the evaluation shall be subject to the grievance procedure. Bargaining unit members who are not covered by this policy shall be evaluated utilizing the same method and forms used during the 2012-2013 school year.

## **ARTICLE XVI - OHIO RESIDENT EDUCATOR PROGRAM**

- A. **MENTORS**
  - 1. **Qualifications**
    - a. The mentor must be approved by his/her building administrator and must have district experience of no less than five (5) years.
    - b. The mentor must be trained through the Ohio Department of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the Ohio Department of Education (ODE).
- B. **COMPENSATION**
  - 1. Release time shall be provided to the mentor and/or Resident Educator as mutually agreed upon with the building principal.

2. The maximum number of Resident Educators a mentor may accept is three (3) per year.
3. Mentors shall receive a stipend of \$1,000 for their first Resident Educator. If a second Resident Educator is accepted, the mentor shall receive an additional \$750. If a third Resident Educator is accepted, the mentor shall receive an additional \$500.
4. The stipend is to be paid in June of that school year upon timely submission of the duty form.
5. The District will pay all training fees required for mentors to receive the mandatory ODE state mentor training.
6. Inactive mentors shall not receive compensation.

**C. PROTECTIONS**

1. Other than a notation to the effect that a teacher served as a mentor, the regular district evaluation of the mentor shall not be affected in any aspect by the Resident Educator Program or its demands.
2. In the event that the District does not comply with the Resident Educator Program, the mentor shall not be disciplined and/or adversely affected due to the action(s) and/or inactions(s) of the District.
3. Mentors shall not participate in the evaluation of their assigned Resident Educator and shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. No mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

**ARTICLE XVII - THIRD GRADE READING GUARANTEE**

Teachers required to receive a reading certification under the Third Grade Reading Guarantee shall receive reimbursement for the cost of the administration of the reading certification test adopted by the State Board of Education and reimbursement for the cost of any courses or trainings required by the state in order to obtain a reading endorsement or licensure. This reimbursement shall be at full cost and shall be separate and above any requests for tuition reimbursement by the teacher.

Any involuntary transfers to meet the Third Grade Reading Guarantee legislation shall be in accordance with Article XX.

**ARTICLE XVIII – CONTRACTS**

The Board shall issue limited contracts for terms not to exceed five (5) years and the Board will issue continuing contracts to teachers who meet the qualifications of O.R.C. 3319.08 and 3319.11.

**ARTICLE XIX – REDUCTION IN FORCE**

- A. The Board, in its sole discretion, may determine to reduce the number of teaching positions because of declining enrollment, District finances or other legitimate reasons. In reducing the number of positions, the Board may non-renew the limited contracts of teachers under O.R.C. 3319.11 or may suspend the contracts of teachers under O.R.C. 3319.17.
- B. In carrying out any suspension of contracts under O.R.C. 3319.17, the Board shall calculate seniority based upon the teacher’s continuous employment by the Board. If two (2) or more teachers have the same length of continuous employment, then seniority shall be determined by: (1) the date of the Board meeting at which the teacher was hired; (2) then by total teaching experience; and (3) then by determination of the Superintendent.
- C. In recalling suspended teachers to vacancies under O.R.C. 3319.17, the Superintendent shall send the teacher a written offer of employment by certified mail to the teacher’s most recent address on school records. It is the teacher’s obligation to keep his or her address and status of certification current on school district records. If the teacher does not accept the offer in writing within ten calendar days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification.

**ARTICLE XX – INSURANCE BENEFITS**

- A. The Board shall provide at least one (1) health insurance benefit plan for full-time teachers and their dependents.

1. The premium contribution rates for the plan(s) shall be as follows:

	Single	Family
Board Contribution	\$500	\$1200 (2014-2015 year)
	\$525	\$1225 (2015-2016 year)
	\$550	\$1250 (2016-2017 year)

The employees shall be responsible for any difference between the actual premium and the Board contribution. If the Board employs more than one (1) family member, the Board will provide one contribution toward one (1) family plan for the employees.

- 2. The Board shall pay \$2,000.00 cash (\$1,000 installments in the middle and end of the year) for teachers who do not elect any health insurance coverage. If any Flexible

Spending Account funds remain at the end of the Plan year, 50% will go to employee wellness expenditures and 40% will go to the Spencerville Education Foundation and 10% to the Spencerville Education Association Scholarship Fund. Flexible Spending Accounts will also be available to teachers to tax shelter their premium participation and amounts beyond that (up to \$100 per month) designated by the teacher. The Board shall pay all administrative costs for having Flexible Spending Accounts.

3. Flexible Spending Accounts may be used for child care, elder care, or health care pursuant to IRS regulations.
- B. The Board shall provide professional liability insurance coverage at no cost to teachers. Such coverage shall be purchased from an insurance company licensed to do business in Ohio, with limits of at least \$100,000 (and up to \$1,000,000 if available) per occurrence for each insured, to cover the teacher on account of damages or injury to persons or property resulting from any act or omission of the teacher in his capacity as a teacher or resulting solely from his employment by the Board.
  - C. The Board shall provide, at no cost to the teacher, group term life insurance coverage in the amount \$40,000 for each full-time teacher, \$30,000 for each 3/4-time teacher, and \$20,000 for each half-time teacher.
  - D. The Board shall provide group dental insurance coverage to enrolling employees and their eligible dependents equal to the plan currently known as the Allen County Schools Council of Government Dental Plan. On behalf of employees who enroll, the Board shall pay up to \$88 for the duration of the contract.
  - E. The Board may determine the manner and means by which the insurance benefits plan shall be implemented.

#### **ARTICLE XXI – REPRESENTATION**

If a teacher reasonably believes that an investigatory interview with an administrator may result in disciplinary action, the teacher may request the presence of an Association representative. Evaluation conference shall not be considered “investigatory interviews.”

## **ARTICLE XXII – VACANCIES AND REQUESTED TRANSFERS**

### **A. VACANCIES AND REQUESTED TRANSFERS**

1. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.
2. The Board shall post all teaching, co-curricular, and administrative vacancies throughout the school year in each building for a period of five (5) work days. Notice of vacancies occurring in the months of June, July, and August, in addition to posting in each building, shall be emailed to the Association President, Vice-President, and all other school personnel. Vacancies declared in June, July, and August shall be declared closed ten (10) days following the postmark of the notice.

The posting period may be waived by the Superintendent where, for unusual circumstances, a delay in filling the position reasonably could be expected to have a detrimental effect of the District.

3. The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to applicants' experience, seniority, qualifications, and other education factors.

### **B. INVOLUNTARY TRANSFERS**

1. A teacher will be notified in writing of any involuntary transfer or change in assignment by July 1. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after August 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstance which is not capricious or arbitrary as to the individual being transferred or reassigned.
2. No teacher shall be arbitrarily or capriciously transferred.

## **ARTICLE XXIII – TUITION-FREE ENROLLMENT**

- A. A child who resides with a teacher who is his custodial parent and is employed in the bargaining unit but whose residence is outside of Spencerville Local School District shall be admitted to the District's schools tuition free subject to the limitations and conditions of this Article.
- B. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by July 10 of each year as to the teacher's desire to have his or her children attend the District's schools. In such written notice, the teacher must supply the

names and grade levels of the children who will be attending the District's schools and take all actions needed to supply all information required by law for children being admitted to a school district, including the transfer of records from the district previously attended.

- C. If a teacher moves out of the school district during the school year or is issued a contract after July 10, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his or her children, along with the other information normally required for admission.
- D. If the Superintendent determines that the cost of educating a particular child admitted under this Article exceeds the general per pupil cost of the District, he shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District's schools. A teacher shall not be responsible for such excess cost unless the Superintendent has given the teacher thirty (30) days' written notice of the amount and the teacher has kept the child enrolled beyond those thirty (30) days in Spencerville Schools. The Superintendent's determination may not be challenged or grieved except on the basis that this determination has been arbitrary or capricious.
- E. The admission of a pupil under this Article shall not require the District to begin or implement any new program, create a class or type of instruction, or add staffing.
- F. The Superintendent in his sole discretion may assign or reassign any pupil admitted under this Article.

#### **ARTICLE XXIV – COMMON PLANNING TIME**

- A. Teachers who do not have a schedule that permits common planning time may meet a maximum of four (4) times a year for the purpose of common planning. These meetings are to be held sometime other than regular school hours. Each meeting must be at least one (1) hour in length. There must be an agenda for each meeting which has received the prior approval of a building principal. A written record of the meeting must be kept and submitted to a building principal for approval. The common planning hour will be valid only if at least 75% of the group is in attendance.
- B. Teachers will be compensated at the rate of twenty-one dollars (\$21.00) per planning session (not to exceed four sessions per year).
- C. This Article in no way limits the Board's authority to require teachers to attend in-service training, faculty meetings, open house and the like outside the on-duty hours without compensation.

## **ARTICLE XXV – OCCUPATIONAL SAFETY AND HEALTH**

- A. Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph C(1-2) below.
- B. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a non-renewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the non-renewal pursuant to R.C. §3319.11.
- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:
  - 1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or principal, within five (5) work days of the occurrence of the alleged violation.
  - 2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within five (5) work days of the supervisor's or principal's response. If the supervisor or principal does not respond by his deadline, then the employee or Association may file their appeal within five (5) work days of that deadline. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

## **ARTICLE XXVI – CRIMINAL RECORDS CHECK**

- A. The parties acknowledge the R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction of guilty plea which disqualifies the person from employment in a position in this bargaining unit, the following procedure shall be followed:
  - 1. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the

report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.

2. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record reports, the basis for required release from employment under the law.
  3. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.
- B. This Article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The bargaining unit member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal, non-renewal, or termination of employees. The release of an employee pursuant to this Article is not subject to the grievance procedure.

#### **ARTICLE XXVII – BCI/FBI LICENSURE REIMBURSEMENT**

The School District will reimburse employees for one (1) BCI/FBI check and one (1) license renewal every five (5) years.

#### **ARTICLE XXVIII – ENTIRE AGREEMENT**

The specific provisions of this Agreement shall be the sole source of the rights of the Union and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Union and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this agreement only and no prior agreements, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

ARTICLE XXIX – DURATION

Except as provided otherwise in this Agreement or an attached schedule, this Agreement shall become effective July 1, 2014, and shall remain in full force and effect through and including June 30, 2017. If neither party gives timely notice under Article II to terminate or modify this Agreement as of July 1, 2017, it shall automatically be renewed for the succeeding year, July 1, 2017 through June 30, 2018. During the term of this Agreement, the Association may request bargaining after the consortium of Bath Local, Perry Local, and Spencerville Local determines how to proceed with Local Professional Development Committee(s) with respect to appropriate subjects of bargaining on LPDC issues.

FOR THE ASSOCIATION

Pam Dumate

Jain Woods

Brexa Steiger

John Van Can

8-12-14  
Date

FOR THE BOARD OF EDUCATION

Perry Kell  
Board President

Demi Lott  
Treasurer

8-13-14  
Date

**SPENCERVILLE LOCAL SCHOOL DISTRICT  
CERTIFICATED TEACHER SALARY SCHEDULE  
2014-2015 SCHOOL YEAR - (EFFECTIVE JULY, 2014 – JUNE 30, 2015)**

Base: \$32,048 with 1% increase, normal step placement resumes all employees hired prior to the 2011-12 school year.  
183 days – effective 2007-2008 school year

Step	Index	BA	Index	5 year 150 Hours	Index	MA	Index	MA+18
0	1.0000	32,048	1.0380	33,266	1.0950	35,093	1.1330	36,310
1	1.038	33,266	1.0810	34,644	1.1430	36,631	1.1860	38,009
2	1.0760	34,484	1.1240	36,022	1.1910	38,169	1.2390	39,707
3	1.1140	35,701	1.1670	37,400	1.2390	39,707	1.2920	41,406
4	1.1520	36,919	1.2100	38,778	1.2870	41,246	1.3450	43,105
5	1.1900	38,137	1.2530	40,156	1.3350	42,784	1.3980	44,803
6	1.2280	39,355	1.2960	41,534	1.3830	44,322	1.4510	46,502
7	1.2660	40,573	1.3390	42,912	1.4310	45,861	1.5040	48,200
8	1.3040	41,791	1.3820	44,290	1.4790	47,399	1.5570	49,899
9	1.3420	43,008	1.4250	45,668	1.5270	48,937	1.6100	51,597
10	1.3800	44,226	1.4680	47,046	1.5750	50,476	1.6630	53,296
11	1.4180	45,444	1.5110	48,425	1.6230	52,014	1.7160	54,994
12	1.4180	45,444	1.5110	48,425	1.6710	53,552	1.7690	56,693
13	1.4180	45,444	1.5110	48,425	1.6710	53,552	1.7690	56,693
14	1.4180	45,444	1.5110	48,425	1.6710	53,552	1.7690	56,693
15	1.4560	46,662	1.5540	49,803	1.7190	55,091	1.8220	58,391
16	1.4940	47,880	1.5970	51,181	1.7670	56,629	1.8750	60,090
17	1.4940	47,880	1.5970	51,181	1.7670	56,629	1.8750	60,090
18	1.4940	47,880	1.5970	51,181	1.7670	56,629	1.8750	60,090
19	1.4940	47,880	1.5970	51,181	1.7670	56,629	1.8750	60,090
20	1.5520	49,738	1.6600 (.063)	53,200	1.8350 (.068)	58,808	1.9480 (.073)	62,430
21	1.5520	49,738	1.6600	53,200	1.8350	58,808	1.9480	62,430
22 or more**	1.6100	51,597	1.7230 (.063)	55,219	1.9030 (.068)	60,987	2.0210 (.073)	64,769

\*\*20+ YEARS INDEX = REGULAR INDEX +0208

1. VoAg instructor can be approved for up to 3/9 of schedule for extended service as approved by Bd of Education.

NOTE: for 11-12 year all Extended services was cut 33% so only 40 Ext. days were approved and thereafter.

2. Recognized accumulated sick leave = 215 days a year for leave purposes, with up to 212 (53 days maximum) for severance effective with the 10-11 year which replaces 200 accumulated days per FY99 and 200 days for severance per end of FY10.
3. Approved mileage reimbursed at the rate of \$ per mile as set by IRS as of January of each calendar year, effective for the entire calendar year.

\*\*\*\*\*

1. This schedule is based on 184 days of duty for 06-07 year; and then 183 duty days effective with the 07-08 year and thereafter.
2. After January 1, 1970 experienced teachers coming into the school system will be granted a maximum of 10 years of experience on the schedule, if they have taught ten or more years previously. Up to 5 years of military service may be recognized for experience credit.
3. One year's training is defined as 30 semester hours of credit, which are approved by the State Dept. of Ed. for certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.
4. To ensure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.
5. Local superintendent shall determine the training and experience of each teacher as defined by the Statutes of Ohio and shall administer the salary schedule and Board policies, subject to Board approval.
6. Additional salary, determined by the Board, may be added for extra time involved or for some types of specialized training.

**SPENCERVILLE LOCAL SCHOOL DISTRICT  
CERTIFICATED TEACHER SALARY SCHEDULE  
2015-2016 SCHOOL YEAR (EFFECTIVE JULY, 2015 – JUNE 30, 2016)**

Base: \$32,368 with 1% increase

183 days – effective 2007-2008 school year

Step	Index	BA	Index	5 year 150 Hours	Index	MA	Index	MA+18
0	1.0000	32,368	1.0380	33,598	1.0950	35,443	1.1330	36,673
1	1.038	33,598	1.0810	34,990	1.1430	36,997	1.1860	38,388
2	1.0760	34,828	1.1240	36,382	1.1910	38,550	1.2390	40,104
3	1.1140	36,058	1.1670	37,773	1.2390	40,104	1.2920	41,819
4	1.1520	37,288	1.2100	39,165	1.2870	41,658	1.3450	43,535
5	1.1900	38,518	1.2530	40,557	1.3350	43,211	1.3980	45,250
6	1.2280	39,748	1.2960	41,949	1.3830	44,765	1.4510	46,966
7	1.2660	40,978	1.3390	43,341	1.4310	46,319	1.5040	48,681
8	1.3040	42,208	1.3820	44,733	1.4790	47,872	1.5570	50,397
9	1.3420	43,438	1.4250	46,124	1.5270	49,426	1.6100	52,112
10	1.3800	44,668	1.4680	47,516	1.5750	50,980	1.6630	53,828
11	1.4180	45,898	1.5110	48,908	1.6230	52,533	1.7160	55,543
12	1.4180	45,898	1.5110	48,908	1.6710	54,087	1.7690	57,259
13	1.4180	45,898	1.5110	48,908	1.6710	54,087	1.7690	57,259
14	1.4180	45,898	1.5110	48,908	1.6710	54,087	1.7690	57,259
15	1.4560	47,128	1.5540	50,300	1.7190	55,641	1.8220	58,974
16	1.4940	48,358	1.5970	51,692	1.7670	57,194	1.8750	60,690
17	1.4940	48,358	1.5970	51,692	1.7670	57,194	1.8750	60,690
18	1.4940	48,358	1.5970	51,692	1.7670	57,194	1.8750	60,690
19	1.4940	48,358	1.5970	51,692	1.7670	57,194	1.8750	60,690
20	1.5520	50,235	1.6600 (.063)	53,731	1.8350 (.068)	59,395	1.9480 (.073)	63,053
21	1.5520	50,235	1.6600	53,731	1.8350	59,395	1.9480	63,053
22 or more**	1.6100	52,112	1.7230 (.063)	55,770	1.9030 (.068)	61,596	2.0210 (.073)	65,416

\*\*20+ YEARS INDEX = REGULAR INDEX +0208

1. VoAg instructor can be approved for up to 3/9 of schedule for extended service as approved by Bd of Education.

NOTE: for 11-12 year all Extended services was cut 33% so only 40 Ext. days were approved and thereafter.

2. Recognized accumulated sick leave = 215 days a year for leave purposes, with up to 212 (53 days maximum) for severance effective with the 10-11 year which replaces 200 accumulated days per FY99 and 200 days for severance per end of FY10.

3. Approved mileage reimbursed at the rate of \$ per mile as set by IRS as of January of each calendar year, effective for the entire calendar year.

\*\*\*\*\*

1. This schedule is based on 184 days of duty for 06-07 year; and then 183 duty days effective with the 07-08 year and thereafter.

2. After January 1, 1970 experienced teachers coming into the school system will be granted a maximum of 10 years of experience on the schedule, if they have taught ten or more years previously. Up to 5 years of military service may be recognized for experience credit.

3. One year's training is defined as 30 semester hours of credit, which are approved by the State Dept. of Ed. for certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.

4. To ensure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.

5. Local superintendent shall determine the training and experience of each teacher as defined by the Statutes of Ohio and shall administer the salary schedule and Board policies, subject to Board approval.

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**SPENCERVILLE LOCAL SCHOOL DISTRICT  
CERTIFICATED TEACHER SALARY SCHEDULE  
2016-2017 SCHOOL YEAR (EFFECTIVE JULY, 2016 – JUNE 30, 2017)**

Base: \$32,692 with 1% increase

183 days – effective 2007-2008 school year

Step	Index	BA	Index	5 year 150 Hours	Index	MA	Index	MA+18
0	1.0000	32,692	1.0380	33,934	1.0950	35,798	1.1330	37,040
1	1.038	33,934	1.0810	35,340	1.1430	37,367	1.1860	38,773
2	1.0760	35,177	1.1240	36,746	1.1910	38,936	1.2390	40,505
3	1.1140	36,419	1.1670	38,152	1.2390	40,505	1.2920	42,238
4	1.1520	37,661	1.2100	39,557	1.2870	42,075	1.3450	43,971
5	1.1900	38,903	1.2530	40,963	1.3350	43,644	1.3980	45,703
6	1.2280	40,146	1.2960	42,369	1.3830	45,213	1.4510	47,436
7	1.2660	41,388	1.3390	43,775	1.4310	46,782	1.5040	49,169
8	1.3040	42,630	1.3820	45,180	1.4790	48,351	1.5570	50,901
9	1.3420	43,873	1.4250	46,586	1.5270	49,921	1.6100	52,634
10	1.3800	45,115	1.4680	47,992	1.5750	51,490	1.6630	54,367
11	1.4180	46,357	1.5110	49,398	1.6230	53,059	1.7160	56,099
12	1.4180	46,357	1.5110	49,398	1.6710	54,628	1.7690	57,832
13	1.4180	46,357	1.5110	49,398	1.6710	54,628	1.7690	57,832
14	1.4180	46,357	1.5110	49,398	1.6710	54,628	1.7690	57,832
15	1.4560	47,600	1.5540	50,803	1.7190	56,198	1.8220	59,565
16	1.4940	48,842	1.5970	52,209	1.7670	57,767	1.8750	61,298
17	1.4940	48,842	1.5970	52,209	1.7670	57,767	1.8750	61,298
18	1.4940	48,842	1.5970	52,209	1.7670	57,767	1.8750	61,298
19	1.4940	48,842	1.5970	52,209	1.7670	57,767	1.8750	61,298
20	1.5520	50,738	1.6600 (.063)	54,269	1.8350 (.068)	59,990	1.9480 (.073)	63,684
21	1.5520	50,738	1.6600	54,269	1.8350	59,990	1.9480	63,684
22 or more**	1.6100	52,634	1.7230 (.063)	56,328	1.9030 (.068)	62,213	2.0210 (.073)	66,071

\*\*20+ YEARS INDEX = REGULAR INDEX +0208

1. VoAg instructor can be approved for up to 3/9 of schedule for extended service as approved by Bd of Education.

NOTE: for 11-12 year all Extended services was cut 33% so only 40 Ext. days were approved and thereafter.

2. Recognized accumulated sick leave = 215 days a year for leave purposes, with up to 212 (53 days maximum) for severance effective with the 10-11 year which replaces 200 accumulated days per FY99 and 200 days for severance per end of FY10.

3. Approved mileage reimbursed at the rate of \$ per mile as set by IRS as of January of each calendar year, effective for the entire calendar year.

\*\*\*\*\*

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3. One year's training is defined as 30 semester hours of credit, which are approved by the State Dept. of Ed. for certification in the field of assigned teaching. Five year training level is defined as 150 semester hours of training, and a Bachelor's Degree from a recognized college or university.

4. To ensure proper placement on the salary schedule, it is the responsibility of the teacher to furnish an official transcript of credits to the local superintendent and county superintendent, no later than Sept. 15 of the school year.

5. Local superintendent shall determine the training and experience of each teacher as defined by the Statutes of Ohio and shall administer the salary schedule and Board policies, subject to Board approval.

6. Additional salary, determined by the Board, may be added for extra time involved or for some types of specialized training.

**EXTRACURRICULAR POSITIONS AND SALARIES  
2014-2015 SCHOOL YEAR - EFFECTIVE July 1, 2014**

**APPENDIX B**

Added 1% to Teacher's BASE salary of previous year

Base: \$32,048

**Re-established Art Club, Ind. Arts Club and IDAA Advisor per 12-13 year.**

<b>Position</b>	<b>% of Wage</b>	<b>Salary</b>
**Art Club Advisor	1.80%	\$577
Band Director	15.30%	\$4,903
Baseball - Head Coach	11.70%	\$3,750
Baseball- JV Coach	6.30%	\$2,019
Baseball - MS Coach	6.30%	\$2,019
Basketball-Girls/Head Coach	15.30%	\$4,903
Basketball-Girls/Var. Asst. Coach	9.90%	\$3,173
Basketball-Girls/JV Coach	9.00%	\$2,884
Basketball-Girls/9th Grade Coach	8.10%	\$2,596
Basketball-Girls/8th Grade Coach	7.20%	\$2,307
Basketball-Girls/7th Grade Coach	6.30%	\$2,019
Basketball-Boys/Head Coach	15.30%	\$4,903
Basketball-Boys/Var. Asst. Coach	9.90%	\$3,173
Basketball-Boys/JV Coach	9.00%	\$2,884
Basketball-Boys/9th Grade Coach	8.10%	\$2,596
Basketball-Boys/8th Grade Coach	7.20%	\$2,307
Basketball-Boys/7th Grade Coach	6.30%	\$2,019
Cheerleader-HS Advisor	5.40%	\$1,731
Cheerleader-MS Advisor	3.60%	\$1,154
Chorus Director	9.00%	\$2,884
Cross Country-Head Coach	11.70%	\$3,750
Cross Country-Asst. Coach	6.30%	\$2,019
Faculty Manager	12.60%	\$4,038
FFA Advisor	3.60%	\$1,154
FCCLA Advisor	1.80%	\$577
Football-Head Coach	15.30%	\$4,903
Football-Asst. I Coach	9.00%	\$2,884
Football-Asst. II Coach	9.00%	\$2,884
Football-Asst. III Coach	9.00%	\$2,884
can split position 4 ways per board action		
Football - 9th grade coach	8.10%	\$2,596
Football - MS head coach	7.20%	\$2,307
Football - MS asst. coach	6.30%	\$2,019
Freshman Class Advisor	0.90%	\$288
Golf Coach (new 6-02)	9.00%	\$2,884
**Industrial Arts Club Advisor	1.80%	\$577
Junior Class/Prom Co-Advisor/divided by 2	5.40%	\$1,731
Junior Co-Advisors/divided by 2		
Musical Co-Director/divided by 2	9.00%	\$2,884
Musical Co-Director/divided by 2		
National Honor Society Advisor	2.70%	\$865

	% of	
Position	Wage	Salary
Positive Peer Advisor/was IDAA/Renamed 12-13 Yr	1.80%	\$577
SADD Co-Advisor at 50/50 split	1.80%	\$577
Scholastic Bowl - HS Coach	4.05%	\$1,298
Scholastic Bowl - 7th & 8th grade coach	2.70%	\$865
Scholastic Bowl -6th grade coach	2.70%	\$865
Scholastic Bowl -5th grade coach	2.70%	\$865
Soccer - head coach (new action 12-8-17 for 09-10 yr	11.70%	\$3,750
Softball - Head Coach	11.70%	\$3,750
Softball - JV Coach	6.30%	\$2,019
Softball - MS Coach	6.30%	\$2,019
Sophomore Class Advisor	0.90%	\$288
Spanish Advisor (new 09-10 year; See #6-09-8)	1.80%	\$577
Spelling Bee Coordinator (new FY04)	0.90%	\$288
Student Council - HS Advisor	1.80%	\$577
Student Council- MS Co-Advisors/divided by 2	1.80%	\$577
Student Council- MS Co-Advisors/divided by 2		
Track - HS Head Coach	13.50%	\$4,326
Track-Asst. I Coach	6.30%	\$2,019
Track-Asst. II Coach	6.30%	\$2,019
Track-Asst. III Coach	6.30%	\$2,019
can split 2 positions 3 ways per board action		
Track - MS Boys Coach	6.30%	\$2,019
Track - MS Girls Coach	6.30%	\$2,019
Volleyball - Head Coach	11.70%	\$3,750
Volleyball - JV Coach	6.30%	\$2,019
Volleyball - 8th Grade Coach	6.30%	\$2,019
Volleyball - 7th Grade Coach	6.30%	\$2,019
Website Advisor (new 07-08 school year)	4.05%	\$1,298
Wrestling - Head Coach	13.50%	\$4,326
Wrestling - HS Asst. Coach	6.30%	\$2,019
Wrestling - MS Coach	6.30%	\$2,019
*Yearbook Advisor (reduced from 4.5% to 3% in 11-12)	3.00%	\$961

\*Position reduced from 4.5% to 3%/or 33% in 11-12

**EXTRACURRICULAR POSITIONS AND SALARIES APPENDIX B  
2015-2016 SCHOOL YEAR - EFFECTIVE July 1, 2015**

Added 1% to Teacher's BASE salary of previous year

Base: \$32,368

**Re-established Art Club, Ind. Arts Club and IDAA Advisor per 12-13 year.**

<b>Position</b>	<b>% of Wage</b>	<b>Salary</b>
**Art Club Advisor	1.80%	\$583
Band Director	15.30%	\$4,952
Baseball - Head Coach	11.70%	\$3,787
Baseball- JV Coach	6.30%	\$2,039
Baseball - MS Coach	6.30%	\$2,039
Basketball-Girls/Head Coach	15.30%	\$4,952
Basketball-Girls/Var. Asst. Coach	9.90%	\$3,204
Basketball-Girls/JV Coach	9.00%	\$2,913
Basketball-Girls/9th Grade Coach	8.10%	\$2,622
Basketball-Girls/8th Grade Coach	7.20%	\$2,330
Basketball-Girls/7th Grade Coach	6.30%	\$2,039
Basketball-Boys/Head Coach	15.30%	\$4,952
Basketball-Boys/Var. Asst. Coach	9.90%	\$3,204
Basketball-Boys/JV Coach	9.00%	\$2,913
Basketball-Boys/9th Grade Coach	8.10%	\$2,622
Basketball-Boys/8th Grade Coach	7.20%	\$2,330
Basketball-Boys/7th Grade Coach	6.30%	\$2,039
Cheerleader-HS Advisor	5.40%	\$1,748
Cheerleader-MS Advisor	3.60%	\$1,165
Chorus Director	9.00%	\$2,913
Cross Country-Head Coach	11.70%	\$3,787
Cross Country-Asst. Coach	6.30%	\$2,039
Faculty Manager	12.60%	\$4,078
FFA Advisor	3.60%	\$1,165
FCCLA Advisor	1.80%	\$583
Football-Head Coach	15.30%	\$4,952
Football-Asst. I Coach	9.00%	\$2,913
Football-Asst. II Coach	9.00%	\$2,913
Football-Asst. III Coach	9.00%	\$2,913
can split position 4 ways per board action		
Football - 9th grade coach	8.10%	\$2,622
Football - MS head coach	7.20%	\$2,330
Football - MS asst. coach	6.30%	\$2,039
Freshman Class Advisor	0.90%	\$291
Golf Coach (new 6-02)	9.00%	\$2,913
**Industrial Arts Club Advisor	1.80%	\$583
Junior Class/Prom Co-Advisor/divided by 2	5.40%	\$1,748
Junior Co-Advisors/divided by 2		
Musical Co-Director/divided by 2	9.00%	\$2,913
Musical Co-Director/divided by 2		
National Honor Society Advisor	2.70%	\$874

<b>Position</b>	<b>% of Wage</b>	<b>Salary</b>
Positive Peer Advisor/was IDAA/Renamed 12-13 Yr	1.80%	\$583
SADD Co-Advisor at 50/50 split	1.80%	\$583
Scholastic Bowl - HS Coach	4.05%	\$1,311
Scholastic Bowl - 7th & 8th grade coach	2.70%	\$874
Scholastic Bowl -6th grade coach	2.70%	\$874
Scholastic Bowl -5th grade coach	2.70%	\$874
Soccer - head coach (new action 12-8-17 for 09-10 yr	11.70%	\$3,787
Softball - Head Coach	11.70%	\$3,787
Softball - JV Coach	6.30%	\$2,039
Softball - MS Coach	6.30%	\$2,039
Sophomore Class Advisor	0.90%	\$291
Spanish Advisor (new 09-10 year; See #6-09-8)	1.80%	\$583
Spelling Bee Coordinator (new FY04)	0.90%	\$291
Student Council - HS Advisor	1.80%	\$583
Student Council- MS Co-Advisors/divided by 2	1.80%	\$583
Student Council- MS Co-Advisors/divided by 2		
Track - HS Head Coach	13.50%	\$4,370
Track-Asst. I Coach	6.30%	\$2,039
Track-Asst. II Coach	6.30%	\$2,039
Track-Asst. III Coach	6.30%	\$2,039
can split 2 positions 3 ways per board action		
Track - MS Boys Coach	6.30%	\$2,039
Track - MS Girls Coach	6.30%	\$2,039
Volleyball - Head Coach	11.70%	\$3,787
Volleyball - JV Coach	6.30%	\$2,039
Volleyball - 8th Grade Coach	6.30%	\$2,039
Volleyball - 7th Grade Coach	6.30%	\$2,039
Website Advisor (new 07-08 school year)	4.05%	\$1,311
Wrestling - Head Coach	13.50%	\$4,370
Wrestling - HS Asst. Coach	6.30%	\$2,039
Wrestling - MS Coach	6.30%	\$2,039
*Yearbook Advisor (reduced from 4.5% to 3% in 11-12)	3.00%	\$971

\*Position reduced from 4.5% to 3%/or 33% in 11-12

**EXTRACURRICULAR POSITIONS AND SALARIES APPENDIX B  
2016-2017 SCHOOL YEAR - EFFECTIVE July 1, 2016**

Added 1% to Teacher's BASE salary of previous year

Base: \$32,692

**Re-established Art Club, Ind. Arts Club and IDAA Advisor per 12-13 year.**

<b>Position</b>	<b>% of Wage</b>	<b>Salary</b>
**Art Club Advisor	1.80%	\$588
Band Director	15.30%	\$5,002
Baseball - Head Coach	11.70%	\$3,825
Baseball- JV Coach	6.30%	\$2,060
Baseball - MS Coach	6.30%	\$2,060
Basketball-Girls/Head Coach	15.30%	\$5,002
Basketball-Girls/Var. Asst. Coach	9.90%	\$3,237
Basketball-Girls/JV Coach	9.00%	\$2,942
Basketball-Girls/9th Grade Coach	8.10%	\$2,648
Basketball-Girls/8th Grade Coach	7.20%	\$2,354
Basketball-Girls/7th Grade Coach	6.30%	\$2,060
Basketball-Boys/Head Coach	15.30%	\$5,002
Basketball-Boys/Var. Asst. Coach	9.90%	\$3,237
Basketball-Boys/JV Coach	9.00%	\$2,942
Basketball-Boys/9th Grade Coach	8.10%	\$2,648
Basketball-Boys/8th Grade Coach	7.20%	\$2,354
Basketball-Boys/7th Grade Coach	6.30%	\$2,060
Cheerleader-HS Advisor	5.40%	\$1,765
Cheerleader-MS Advisor	3.60%	\$1,177
Chorus Director	9.00%	\$2,942
Cross Country-Head Coach	11.70%	\$3,825
Cross Country-Asst. Coach	6.30%	\$2,060
Faculty Manager	12.60%	\$4,119
FFA Advisor	3.60%	\$1,177
FCCLA Advisor	1.80%	\$588
Football-Head Coach	15.30%	\$5,002
Football-Asst. I Coach	9.00%	\$2,942
Football-Asst. II Coach	9.00%	\$2,942
Football-Asst. III Coach	9.00%	\$2,942
can split position 4 ways per board action		\$0
Football - 9th grade coach	8.10%	\$2,648
Football - MS head coach	7.20%	\$2,354
Football - MS asst. coach	6.30%	\$2,060
Freshman Class Advisor	0.90%	\$294
Golf Coach (new 6-02)	9.00%	\$2,942
**Industrial Arts Club Advisor	1.80%	\$588
Junior Class/Prom Co-Advisor/divided by 2	5.40%	\$1,765
Junior Co-Advisors/divided by 2		
Musical Co-Director/divided by 2	9.00%	\$2,942
Musical Co-Director/divided by 2		
National Honor Society Advisor	2.70%	\$883

	% of	
Position	Wage	Salary
Positive Peer Advisor/was IDAA/Renamed 12-13 Yr	1.80%	\$588
SADD Co-Advisor at 50/50 split	1.80%	\$588
Scholastic Bowl - HS Coach	4.05%	\$1,324
Scholastic Bowl - 7th & 8th grade coach	2.70%	\$883
Scholastic Bowl - 6th grade coach	2.70%	\$883
Scholastic Bowl - 5th grade coach	2.70%	\$883
Soccer - head coach (new action 12-8-17 for 09-10 yr	11.70%	\$3,825
Softball - Head Coach	11.70%	\$3,825
Softball - JV Coach	6.30%	\$2,060
Softball - MS Coach	6.30%	\$2,060
Sophomore Class Advisor	0.90%	\$294
Spanish Advisor (new 09-10 year; See #6-09-8)	1.80%	\$588
Spelling Bee Coordinator (new FY04)	0.90%	\$294
Student Council - HS Advisor	1.80%	\$588
Student Council- MS Co-Advisors/divided by 2	1.80%	\$588
Student Council- MS Co-Advisors/divided by 2		
Track - HS Head Coach	13.50%	\$4,413
Track-Asst. I Coach	6.30%	\$2,060
Track-Asst. II Coach	6.30%	\$2,060
Track-Asst. III Coach	6.30%	\$2,060
can split 2 positions 3 ways per board action		
Track - MS Boys Coach	6.30%	\$2,060
Track - MS Girls Coach	6.30%	\$2,060
Volleyball - Head Coach	11.70%	\$3,825
Volleyball - JV Coach	6.30%	\$2,060
Volleyball - 8th Grade Coach	6.30%	\$2,060
Volleyball - 7th Grade Coach	6.30%	\$2,060
Website Advisor (new 07-08 school year)	4.05%	\$1,324
Wrestling - Head Coach	13.50%	\$4,413
Wrestling - HS Asst. Coach	6.30%	\$2,060
Wrestling - MS Coach	6.30%	\$2,060
*Yearbook Advisor (reduced from 4.5% to 3% in 11-12)	3.00%	\$981

\*Position reduced from 4.5% to 3%/or 33% in 11-12

**GRIEVANCE REPORT FORM**

**Grievance #** \_\_\_\_\_

**Name of Grievant** \_\_\_\_\_

**Date Filed** \_\_\_\_\_

**Building** \_\_\_\_\_

**Assignment** \_\_\_\_\_

**Date Cause of Grievance** \_\_\_\_\_

**Step of Grievance** \_\_\_\_\_

**Statement of Grievance:**

**Relief Sought:**

**Disposition to this Step:**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Title** \_\_\_\_\_

**Receipt of above form should be recorded at each step.**

**Delivered by** \_\_\_\_\_

**Date** \_\_\_\_\_

**Received by** \_\_\_\_\_

**Date** \_\_\_\_\_

File: GCN-1 (Also AFC-1)

EVALUATION OF PROFESSIONAL STAFF (Teachers)

[This policy was adopted "in consultation with teachers employed by the board"]

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State Law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Spencerville Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Spencerville Education Association, and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

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Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Spencerville Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

**"Credentialed Evaluator"** – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**"Core Subject Area"** – means reading and English language arts, mathematics, science, foreign language, economics, fine arts, history and geography.

**"Student Growth"** – for the purpose of the district's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

**"Student Learning Objectives" ("SLOs")** – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Shared Attribution Measures"** – encompasses student growth measures that can be attributed to a group.

**"Value-Added"** – refers to EVAAS Value-added methodology provided by SAS, Inc, which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

**"Vendor Assessment"** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs". Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

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*Formal Observation and Classroom Walkthrough Sequence*

- All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and a minimum of two classroom walkthroughs each school year.
- Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

Evaluations will be completed by April 10<sup>th</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” for Instructional planning, instruction, assessment, and professionalism, set forth herein as Appendix A.

Each teacher evaluated under this policy shall annually complete a “Self-Assessment” utilizing the Self-Assessment Summary Tool set forth herein as Teacher Evaluation Form.

Formal Observation Procedure

- a. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- b. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
- c. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has sixty (60.) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1: Teachers instructing in value-added subjects exclusively <sup>(1)</sup>;
- A2: Teachers instructing in value-added courses, but not exclusively <sup>(2)</sup>;
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available <sup>(3)</sup>.

- 
- (1) If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.
  - (2) For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.
  - (3) If used, only one "Shared attribution" measure can be utilized per instructor.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in Section 3 of the "District Student Growth Measurement Index". Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Section 3 of the "District Student Growth Measurement Index".

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers as set forth in Section 3 of the "District Student Growth Measurement Index". Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in Section 3 of the District Evaluation System / Process and Forms.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

**Final Evaluation Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

		<b>Teacher Performance</b>			
		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Student Growth Measures</b>	<b>Above</b>	<b>Skilled</b>	<b>Skilled</b>	<b>Skilled</b>	<b>Developing</b>
	<b>Expected</b>	<b>Skilled</b>	<b>Skilled</b>	<b>Developing</b>	<b>Developing</b>
	<b>Below</b>	<b>Developing</b>	<b>Developing</b>	<b>Ineffective</b>	<b>Ineffective</b>

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

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Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in Appendix A.
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in Appendix A.
- c. Teacher whose performance rating indicates below-expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in Appendix A.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school year.

If a teacher passes the examination set forth above and provides proof of that passage to the Board the teacher will be required, at the teacher's expense to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

**Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

**Retention and Promotion Decision/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions. i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of a Collective Bargaining Agreement.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Spencerville Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Adoption Date: June 26, 2013

Legal References: R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.041  
A.C. 3301-35-03(A)

Cross References: AF, Commitment to Accomplishment  
GBL, Personnel Records  
GCB, Professional Staff Contracts and Compensation Plans

Contract Reference: Teachers Negotiated Contract

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Name:	Date:
Administrator:	Time:

Data Sources: Conferences, meetings, IEP meetings, observations, professional development sessions, etc.

**CODES**

- A - Accomplished** A rating of *Accomplished* indicates that the teacher is a leader and model in the classroom, school, and the district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.
- S = Skilled** A rating of *Skilled* indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced teachers.
- D = Developing** A rating of *Developing* indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth to occur.
- I - Ineffective** A rating of *Ineffective* indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an improvement plan.
- NA - Not Applicable** Does not apply to this particular individual or assessment.

**EVALUATION GUIDELINES**

The evaluation and the standards on which it is based are meant to drive conversations about the practice of teaching. The standards are an important tool to reflect upon as teachers consider their growth and development.

The appraisal on each content standard is marked by placing an "X" in the appropriate box.

An "ineffective" rating obliges the administrator to work with the teacher to improve performance in the designated area within an agreed upon period of time. Documentation of the improvement plan and its result is required.

Staff Member comments, reflection, and/or response:

Acknowledgment: The information contained herein  
has been read and discussed by those whose signatures appear below:

Teacher Signature:	Date:	Original: Central Office
Administrator Signature:	Time:	Copies: Staff Member Director

	I	D	S	A	Evidence:
<b>DIFFERENTIATION</b>					
<p>Accomplished: 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.</p>					

	I	D	S	A	Evidence:
<b>RESOURCES</b>					
<p>Accomplished: 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.</p>					

	I	D	S	A	Evidence:
<b>CLASSROOM ENVIRONMENT</b>					
<p>Accomplished: The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>					

	I	D	S	A	Evidence:
<b>ASSESSMENT OF STUDENT LEARNING</b>					
<p>Accomplished: The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines 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 adjusts 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>					

	I	D	S	A	Evidence:
<b>PROFESSIONAL RESPONSIBILITIES</b>					
<p>Accomplished: The teacher communicates effectively with students, 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>					

	I	D	S	A	Evidence:
<b>FOCUS FOR LEARNING</b>					
<p>Accomplished: 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 and learning skills.</p>					

	I	D	S	A	Evidence:
<b>ASSESSMENT DATA</b>					
<p>Accomplished: 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>					

	I	D	S	A	Evidence:
<b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>					
<p>Accomplished: The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each 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 the discipline.</p>					

	I	D	S	A	Evidence:
<b>KNOWLEDGE OF STUDENTS</b>					
<p>Accomplished: 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>					

	I	D	S	A	Evidence:
<b>LESSON DELIVERY</b>					
<p>Accomplished: 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 discussion 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>					

**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 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><b>Goal 1: Student Achievement/Outcomes for Students</b></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b></p> <p><i>Goal Statement:</i></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	Date(s) Improvement Area or Concern Observed	Specific Statement of the 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 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's 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.*

## Spencerville Local Schools Evaluation Plan

	<u>Accomplished</u>	<u>Skilled or Developing</u>	<u>Ineffective</u>
<b>Self-Evaluation</b>	Required	Required	Required
<b>Professional Growth Plan</b>	Required	Required	Required (Year 1 Only)
<b>Improvement Plan Plan Evaluation</b>	N/A	N/A	N/A
<b>Meetings with Students</b>	Minimum of 2x per year For 10-15 minutes	Minimum of 2x per year For 10-15 minutes	Minimum of 2x per year for 10-15 minutes
<b>Evaluation's Components (Communication and Family)</b>	Yearly	Yearly	Yearly
<b>Formal Evaluation (Scheduled 30 minutes Observation)</b>	2 Observations  1 Announced 1 Unannounced  <i>To be completed by April 1<sup>st</sup></i>	2 Observations  1 Announced 1 Unannounced  <i>To be completed by April 1<sup>st</sup></i>	2 Observations  1 Announced 1 Unannounced  <i>To be completed by April 1<sup>st</sup></i>
<b>Pre and Post Conferences (for formal evaluation)</b>	Required For the announced. Post-conference only for the unannounced.	Required For the announced. Post-conference only for the unannounced.	Required For the announced. Post-conference only for the unannounced.
<b>Mid-Year Progress Conference</b>	If necessary to communicate a need for improvement	If necessary to communicate a need for improvement	If necessary to communicate a need for improvement
<b>Final Summative Rating Conference</b>	Required by May 10	Required by May 10	Required by May 10

Revised 9/30/2013

Spencerville Local School District Walkthrough Feedback Form		
Teacher's Name:	School:	Grade/Subject:
Evaluator's Name:	School Year:	Observation Date: Time In:      Time Out:
Learning Outcomes are Clear: <input type="checkbox"/> Posted <input type="checkbox"/> Verbal <input type="checkbox"/> Handout <input type="checkbox"/> Other		
Students are Engaged in the Lesson: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Teacher Action: <input type="checkbox"/> Lecturing <input type="checkbox"/> Sharing <input type="checkbox"/> Assessing <input type="checkbox"/> Facilitating <input type="checkbox"/> Observing <input type="checkbox"/> Other		
Reinforcement:		
Refinement:		
Question:		

*I request a face-to-face conversation about this Walk-through Observation*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Reinforcement: Possible Language Stems**



- I hope you will continue....
- It was impressive the way....
- Congratulations on what....
- I really respect how....
- I wish more teachers were....
- You should be proud of....
- What a great example of....
- It is clear how you have mastered....
- It was so refreshing to see....
- You demonstrated a real command of....
- I really like how....
- Your students demonstrated....

**Refinement: Possible Language Stems:**



- One thing to keep in mind....
- Something you may want to consider....
- I wonder might happen if....
- There are a number of approaches....
- One thing that some teachers have tried....
- One way to possibly tweak this is....
- It is sometimes helpful to....
- To make X even stronger, you might try....
- I think you and X might enjoy sharing....
- Please consider....
- In the future, I hope you will....
- It so important to try and ....

**Questions: Possible Language Stems**



- What is another way you might...
- How did you decide to...
- Could you tell me more about...
- What criteria do you use to...
- What do you think...
- What influenced your decision to ...
- How often do you...
- Was X a new practice...
- How was X similar to (or different from)...

**Spencerville Local Schools Pre-Observation Form**

*Please complete this form and bring with you to your scheduled pre-evaluation meeting. This form will be used to help guide discussion and will help your evaluator know what to expect what he/she will be observing in your classroom on your scheduled observation.*



1. What standard(s) are going to be addressed in the planned instruction and how will the goals for learning be communicated to the students?

Standards:

Goals will be communicated by (Check all that apply):

- Posted in the classroom
- Verbally
- Syllabus
- Other (Please explain.)

What stage are you in in the standard(s). (Check all that apply):

- Introduce
- Continuation
- Review

2. What are the connections to previous and future learning? In other words, how does this fit into the scheme of the "Big Picture?"

**Spencerville Local Schools Pre-Observation Form**

*Please complete this form and bring with you to your scheduled pre-evaluation meeting. This form will be used to help guide discussion and will help your evaluator know what to expect what he/she will be observing in your classroom on your scheduled observation.*

3. What instructional strategies, methods, technology, and resources will be used to engage students and promote independent learning and problem solving? Lecture, Partners, Independent Work, Small Groups....

Methods, Technology, Resources used (Check all that apply):

<input type="checkbox"/> Smartboard	<input type="checkbox"/> Overhead	<input type="checkbox"/> Document Camera
<input type="checkbox"/> Hand-Out	<input type="checkbox"/> Internet	<input type="checkbox"/> Video
<input type="checkbox"/> Textbook	<input type="checkbox"/> Other (explain)	

Notes:

4. How will the instructional strategies address all students' learning needs?

5. How will you check for understanding during the lesson and at the end of the lesson? How will you use this information to guide your instruction?