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Negotiated Agreement

Sidney City Schools

Effective
August 1, 2015 - July 31, 2019

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ARTICLE 1: RECOGNITION

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

ARTICLE 2: ASSOCIATION RIGHTS / MANAGEMENT RIGHTS

A. Association Rights

The Association shall have the right to the following:

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

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

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

7. The SEA President or Vice-President will meet with the superintendent or designee following each monthly SEA meeting. The meeting time shall be determined by both parties.

B. Management Rights

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

ARTICLE 3: NEGOTIATIONS PROCESS

A. Procedures

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

9. All meetings will be held in executive session.

10. While negotiations are in progress:

- a) Relevant data and support information, proposals, and counter proposals will be presented.
- b) Consultants may be used by either party as deemed necessary.
- c) Any information given to news media will be approved in writing by both parties.
- d) The chairman of either party may recess his party for independent caucus at any time for a period of no more than 45 minutes unless mutually agreed otherwise.
- e) Recording devices will not be permitted.

11. The first meeting to exchange proposals between the Association's Negotiating Team and the Board's negotiating team shall be set by mutual agreement of the chief negotiators.

12. Agreement:

- a) Any time prior to the use of mediation (which follows) when agreement is reached, it shall be reduced to writing, signed by the appropriate officials, and presented to the Board by the Superintendent and to the members of the Association by its President.
- b) Adoption of the aforesaid agreements shall be accomplished upon ratification by the membership of the Association and then approved by the Board.

B. Mediation

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

ARTICLE 4: COMPLETE AGREEMENT CLAUSE

- A. The parties acknowledge that during negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

- B. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein, shall not be binding upon the parties to this agreement.

- C. This agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this agreement. Such amendment(s) may be changed only by a subsequent amendment properly signed and ratified by each party.

ARTICLE 5: MAINTENANCE OF STANDARDS

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

ARTICLE 6: GRIEVANCE PROCEDURE

A. Definition of Terms

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

B. General Practices

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

C. Processing Grievances

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
2. Each staff member shall have the right to representation at each step of the grievance procedure. Staff members have the right at any time to cease a meeting until representation is attained.
3. A grievance may be withdrawn without prejudice by the grievant at any time.
4. All grievance and arbitration hearings shall be conducted in closed session.
5. A copy of all documents, communications, or records pertinent to resolution of the grievance shall, upon request, be furnished to the grievant and the employer. The requester shall bear the costs of reproducing such materials in excess of twenty-five (25) pages.
6. Failure of the grievant to comply with timelines shall be cause for the grievance to be dismissed. Failure of the employer to comply with the timelines shall allow the grievant to proceed to the next step.
7. All grievance hearings may be held during the school day if mutually agreed upon.
8. An officer of the Association and/or building representative may be released from his/her regularly assigned duties to investigate a grievance and/or attend all grievance steps per Article 6, Section (D).

D. Grievance Procedure

1. Step One (Informal Complaint Procedure)

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

- a) The staff member accompanied by an Association representative will meet with the appropriate administrator to discuss the complaint. During the course of this meeting, the staff member or Association representative shall identify this meeting as Step One of the Grievance Procedure, thus starting the timeline.
- b) The appropriate administrator will have three (3) days to respond verbally to the complaint.

2. Step Two (Formal Complaint Procedure)

- a) If the grievance is not resolved in Step 1, the staff member may file a formal written grievance within ten (10) days of the administrator's response.
- b) Within ten (10) days after the grievance is submitted, the appropriate administrator or designee will discuss the grievance with the grievant(s) involved and attempt to resolve it. Discussions at this step and any future steps shall be confined to the issues stated in the grievance and the relief sought. The grievant(s) may be accompanied at such meeting by a representative of the Association. The appropriate administrator may be accompanied by another administrator at Step 2. The appropriate administrator will chair the hearing.
- c) Within four (4) days after this meeting, the appropriate administrator will state the decision in writing to the grievant and provide a copy to the Association president.
- d) If the grievant(s) are not satisfied with the written response, the grievant(s) shall, within four (4) days of receipt of written response, notify the appropriate administrator to forward the grievance to the Superintendent. Upon receiving such notification, the appropriate administrator will forward the grievance within two (2) days.

3. Step Three (Superintendent Hearing)

- a) The Superintendent, in consultation with the grievant and Association representative, shall schedule and conduct a hearing within ten (10) days of receipt of the grievance. The grievant(s) may be accompanied by no more than two (2) of the following persons: SEA president, other Association member, or OEA representative. The Superintendent or the Superintendent's designated representative may be an outside consultant in the employ of the Board. At the Superintendent's discretion, the Superintendent may request the appropriate administrator and another administrator attend the hearing. Within seven (7) days after such hearing, the Superintendent, or the Superintendent's designated representative at such hearing shall notify the grievant in writing and provide a copy to the Association president of the decision in writing.

4. Step 4 (Arbitration)

- a) Any grievance not settled in Step 3 shall be subject to binding arbitration only at the election of the Association, provided notice of intent to arbitrate is given in writing by the requesting party within ten (10) days from the date of receipt of the decision in Step 3. If arbitration is not requested at the end of Step 3 as above provided and within the time limits therein stated, it will be understood that the grievance shall be satisfied unless mutual written agreement provides for an extended timeline.

- b) Within seven (7) days from the date of receipt of the arbitration request, the parties shall jointly request the American Arbitration Association (AAA) to submit a list of seven (7) impartial persons qualified to act as arbitrators. Should this or a subsequent list be unsatisfactory to either party, the rules and procedures of the AAA will be used in the selection of an arbitrator.
- c) The arbitrator shall conduct a hearing, in conformance with the rules of the AAA, on the earliest date mutually satisfactory to all parties.
- d) The arbitrator shall limit his/her findings strictly to the application and interpretation of the provisions of this agreement. He or she shall be limited in his or her review to the issue or issues submitted for the arbitration and he or she shall be without power or authority to make any decision:
 - i. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.
 - ii. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
- e) The arbitrator shall issue his or her decision no later than thirty (30) calendar days from the date of the hearing. The decision shall be final and binding upon all parties. The decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusion.
- f) The Board shall implement the Arbitrator's decision within twenty (20) days of the receipt of the Arbitrator's award.
- g) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be shared equally by the Association and Board.

ARTICLE 7: IN-TERM BARGAINING

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

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

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

E. In the event a grievance is appealed to arbitration, but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) and any other service fees or FMCS related fees shall be borne as follows:

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

ARTICLE 8: LABOR MANAGEMENT COMMITTEE

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

- I. Meetings will be held on a monthly basis from September through June, and will be on an as-needed basis over the summer months.
- J. Meetings may be waived upon mutual agreement, and in the event a regular member of the committee is unable to attend due to illness, he/she may be replaced with a substitute.

ARTICLE 9: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

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

- A. The LPDC will consist of sixteen (16) persons, twelve (12) teachers and four (4) administrators. The Association President, per Ohio Law, will attempt to appoint teachers broadly representative of the teaching staff. The Superintendent shall appoint administrators.
- B. The term of service for each of the members of this committee shall be three years. The Association President and the Superintendent will have the option of selecting new members or appointing existing members by October 1 of each school year. Term expirations shall be staggered to ensure continuity. The committee may appoint sub-committees as it deems necessary.
- C. The LPDC shall have co-chairpersons to guide the work of this committee. The Association and the Superintendent will each select a chairperson.
- D. The Association and the Superintendent will establish training opportunities for members of the LPDC.
- E. Members of this committee will be compensated \$26.00 per hour for any training or committee meeting approved by the committee, which occurs outside his/her contract day or work year. In emergency situations, the co-chairs can approve a meeting. Compensation is to be paid to committee members quarterly. Members may choose to receive CEU credit in lieu of compensation.

ARTICLE 10: MASTER TEACHER COMMITTEE

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

2. Have taught a minimum of seven (7) years.
 3. Work a minimum of one hundred twenty (120) contract days during the school year.
 4. Work under a teaching contract/employed as a teacher.
- E. The application process for Master Teacher is eligible for CEU's through the LPDC in accordance with the applicable LPDC Guidelines.

ARTICLE 11: STAFF DEVELOPMENT

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

- A. Staff development opportunities will be offered to staff members through professional development offerings before, during, and after the school year. If mandatory professional development is required during a non-school day (Third Grade Reading Guarantee, Phonics First), teachers will be paid \$100 per day of the training.

ARTICLE 12: TEACHER CONTRACTS

A. Sequence of Contracts

Upon employment, staff members will be granted:

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

B. Eligibility for Continuing Contract

1. Staff members with a certificate/license and a master's degree are eligible to apply for a continuing contract after their third year of teaching in the Sidney City Schools.
2. Staff members must apply by September 1 of the school year in which they wish to be considered for a continuing contract. A written letter of application shall be submitted to the Superintendent.
3. Staff members with a continuing contract previously granted in another Ohio school district may apply for a continuing contract in accordance with ORC 7.16.

C. Contracts for Auxiliary Service Teachers

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

D. Contracts of Retired Teachers

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

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

ARTICLE 13: CONTRACT DAY

The starting and dismissal times for students may vary from building to building. However, the length of the contracted day does not exceed seven and one half (7½) hours.

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

ARTICLE 14: CALAMITY DAYS

- A. Bargaining unit members will not have to report to school the first five (5) calamity days when school is cancelled due to inclement weather. Cancellation of school beyond five (5) calamity days would require bargaining unit members to be responsible for working even though students may not be required to attend school.
- B. For calamity days six (6) and seven (7) bargaining unit members may bank up to 15 hours of work prior to the cancellation of these days. If the hours are banked prior to the cancellation of calamity day six (6) or seven (7), bargaining unit members would NOT be required to report to work.
- C. The hours that may be banked must be education related and occur outside of the regularly scheduled school day and are not hours for which the bargaining unit member receives monetary compensation. Examples of acceptable hours would be: building and district level meetings; department or grade level meetings; working on units of study for instruction; organizing and planning for building or district events; participating in building or district level events; completion of online Ohio Leadership Advisory Council (OLAC) modules; attending district-sponsored trainings and professional development (e.g. Phonics First, Restraint Training, PowerSchool sessions).
 - 1. Hours banked must be documented on the designated form in Appendix B and turned into the appropriate supervisor.
- D. If a bargaining unit member is unable to document or bank the necessary hours (7.5 for each calamity day), then he/she will be required to report to work on the day that was cancelled for students.
- E. Bargaining unit members may begin to bank the fifteen (15) calamity day hours beginning in June.
- F. For calamity days beyond day seven (7), all bargaining unit members shall report to work.
 - 1. Members may not report to work until 9:00 AM so that parking lots and sidewalks may be cleared for each building.
 - 2. Members shall remain at their assigned buildings for a minimum of five (5) hours and devote this time to instructional improvement and development.
 - a) The required five (5) hours shall be fulfilled prior to 3:00 PM unless other arrangements have been made and approved with the appropriate supervisor.
 - 3. If the bargaining unit member is unable to report safely to work, then he/she shall call his appropriate supervisor and discuss options to reach a solution. Possible solutions may be: use a personal day; make up the time according to an agreement reached and

approved by the appropriate supervisor; make arrangements to report to work later and extend the day beyond 3:00; complete OLAC modules and print certificates of completion that account for the five (5) hours.

ARTICLE 15: WORK YEAR

- A. The work year for staff members shall consist of not more than one hundred eighty-five (185) days, two (2) days for parent/teacher conferences, and three (3) days for record keeping and/or related work.
- B. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays. Saturdays and holidays may be scheduled, but would be a subject for bargaining with the Association.
- C. The official closing of schools by the Superintendent or designee on account of hazardous weather, utility failure, or other circumstances of a temporary nature, not including strikes, shall not result in loss of pay.
- D. Any staff member who is on sick or personal leave when schools are closed due to hazardous weather, utility failure, or other circumstances of a temporary nature, not including strikes, shall receive the same pay as if school had been in session on such days. No deduction from personal leave or sick days shall be taken.
- E. The Superintendent shall furnish the Association with a proposed calendar in advance of the adoption of the calendar by the Board. Representatives of the Association shall meet with the Superintendent or his designee to discuss Association recommendations for the school calendar. Make-up school days as required by ORC shall be established only after consultation with the Association.

ARTICLE 16: SHARED STAFFING

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

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

ARTICLE 17: PERSONNEL RECORDS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18: TRANSFER AND ASSIGNMENT POLICY

A. Voluntary Transfer

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

B. Assignments

1. Staff members may express their preference related to their teaching assignment for the following school year at their assigned building by submitting such preferences in writing to the building principal with a copy to the personnel director between March 15 and April 1. The Superintendent shall provide, upon request by the Association, the number of requests for transfer from each building in the system.
2. Staff members under contract during a school year will be notified in writing of their teaching assignments for the following school not later than the close of the current school year. Such notification shall include the staff member's school assignment. Any change in such assignment required by the needs of the school district will be made known to the staff member in writing as soon as possible.
3. Staff members shall not be involuntarily assigned outside the scope of their teaching certification, except in an emergency situation.
4. Staff members shall be assigned in order to meet changes in ORC and/or Board policy requiring certain qualifications in specific grades. Such changes may include but not be limited to the following: Third Grade Guarantee; Phonics First; College Credit Plus. Staff members assigned to meet such changes shall be required to obtain the credentials necessary for the teaching assignment.
 - a. Staff members who do not meet certain qualifications shall receive Board assistance in acquiring the necessary credentials to satisfy ORC and/or Board policy.
 - b. This assistance may include release time for professional development related to earning the credentials and monetary compensation for expenses incurred (i.e., mileage reimbursement, tuition costs, test fees) to earn the credentials.
 - c. If mandatory professional development is required during a non-school day, teachers will be paid \$100 per day of training.

C. Involuntary Transfer

1. Whenever possible, transfers will be made on a voluntary basis. However, the parties recognize that proper and efficient operation of the school system will necessarily require that involuntary transfers be made. In making such transfers, the wishes of the teacher will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

2. The staff members to be transferred shall be notified no less than three (3) days in advance of such a permanent transfer. The reasons for the transfer or change in assignment shall be provided in writing prior to the effective date of the transfer.

3. If a transfer is administratively driven, the teacher will be reimbursed \$100 for one (1) day.

ARTICLE 19: REDUCTION-IN-FORCE

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

A. Procedures for determining the RIF list:

1. A list shall be prepared of all staff members according to system wide seniority within all areas of licensure on file as of March 1. Teachers with continuing contract status and teachers with limited contract status shall be listed separately in each area of licensure. This list shall be maintained and updated on an annual basis and provided to the association no later than April 1 of each year.
2. System-wide seniority will be defined as the length of continuous service as a licensed employee under regular contract in this district:
 - a) If two or more staff members have the same length of continuous service, seniority will be determined by the following:
 - i. The date of the Board meeting at which the staff member was hired.
 - ii. The date the staff members signed his/her initial employment contract in the district.
 - iii. Any remaining ties will be broken by lot.
 - b) Military service in the time of national emergency or call to active duty in the armed services shall be credited as full-time in determining seniority when teaching is interrupted according to ORC 3319.14.
 - c) Other Board approved leaves will not interrupt seniority in total years of service but the year of leave will not be included in the total years of seniority.
 - d) Half-time staff members shall accrue a year of seniority by working the equivalent of one full year of service (i.e. 2 years at 1/2 time = 1 year on the seniority schedule).

B. A formal list shall be prepared indicating the specific positions to be abolished. This list shall be prepared thirty (30) days prior to implementation of RIF and posted in each building. An updated seniority list shall be provided, upon request of the Association, of all staff members at any time after January 1 of each school year.

C. The reduction in force shall be accomplished by applying the following steps until all necessary reductions have been attained:

1. No RIF shall occur until all staff members known to be leaving the district by reason of retirement, resignation, termination, or non-renewal according to ORC 3319.11, have been removed from the seniority list.
2. Non-renewal of limited contracts and termination of continuing contracts because of unsatisfactory performance shall occur separately from the implementation of a reduction in force.
3. Reduction shall be made by suspending contracts in the following order:
 - a) Staff members on limited contracts according to seniority and licensure.
 - b) Staff members with continuing contracts according to seniority and licensure.
4. A staff member whose contract is to be suspended as a result of reduction-in-force program shall be given verbal notice. The staff member shall be given subsequent written confirmation thirty (30) days prior to the implementation of RIF.

D. Recall of Suspended Staff Members

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

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

ARTICLE 20: EVALUATION PROCEDURE

Philosophy

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

- A. Staff members shall be notified in writing of the administrator(s) responsible for their evaluation by September 10. Staff members employed after September 10 shall be issued written notification within fifteen (15) days of their first work day. Staff members will receive specific criteria upon which they will be evaluated. The evaluating administrator must complete the culminating evaluation by May 10. The evaluating administrator and the staff member will sign and date culminating forms to signify that both have completed the evaluation process and both have witnessed the final culminating summary, but have not necessarily concurred. The staff member has a right to respond on the final culminating form. The staff member receives one copy and a copy is to be filed in the administrative office personnel file.
- B. The minimum frequency of appraisal shall be as follows:
 1. Staff members whose Ohio Teacher Evaluation System (OTES) rating is Accomplished, will receive a full evaluation every three (3) years and receive a minimum of one (1) walkthrough and one (1) conference each year.
 - a. When a Student Growth Measure falls below average, a full evaluation shall take place.
 2. Staff members whose OTES rating is Skilled will receive a full evaluation every two (2) years and receive a minimum of one (1) walkthrough and one (1) conference each year.
 - a. When a Student Growth measure falls below average, a full evaluation shall take place.
 3. Staff members whose OTES rating is Developing or Ineffective, new to the profession, new to Sidney, or with fewer than four (4) years of experience in the teaching profession and on limited contracts, will receive a full evaluation yearly.
 4. Staff members on a limited contract who are under consideration for non-renewal shall receive a minimum of three (3) formal observations, the first of which shall be announced. In addition to the observations, there shall be periodic classroom walkthroughs.

5. Staff members who have retired under the State Teacher Retirement System and hired by the Board are required to be evaluated on an annual basis, even though they are on a limited one-year teaching contract, which will automatically non-renew at the conclusion of the year.

C. Evaluation Process

1. For each staff member receiving a full evaluation, the following shall occur:
 - a. The first cycle will consist of a formal observation which will be announced and must occur before the end of the first semester. This will consist of a pre-conference, observation, and post-conference. The first cycle will also consist of a minimum of one (1) documented walkthrough.
 - b. The second cycle will consist of a formal observation which must occur by April 10 and will be unannounced. This will occur within ten (10) school days of written notification and will consist of an observation and a post-conference. The second cycle will also consist of a minimum of one (1) documented walkthrough.
 2. A post-conference shall take place between the staff member and the evaluating administrator within five (5) school days after the observation. The current rubric, signed post-conference form, and any additional documentation reflective of teacher performance and/or actions, shall be given to the staff member within ten (10) school days after the post-conference.
 3. Administrators assigned to evaluate certified staff members who do not spend at least fifty (50) percent of their time providing content-related student instructional (i.e. Guidance Counselors, Speech Language Pathologists, Media Specialists, Instruction Support Staff) shall use the adopted format of evaluation and forms, which use professional goals and the progress toward these goals to determine a rating of Skilled, Developing, or Ineffective.
- D. All conferences for the Evaluation Process shall be during a mutually agreed upon time within the timeline.
- E. Staff members with assignments in more than one building shall be assigned an evaluating administrator by the superintendent.
- F. A staff member or administrator may request a formal observation at any time in addition to those required by this procedure.
- G. The staff member or evaluating administrator may request another observer at any time prior to the final observation for that year. The Superintendent shall have the discretion to assign an alternative evaluating administrator.
- H. When an evaluating administrator deems a staff member's performance to be ineffective, the evaluating administrator shall notify such staff member of the deficiencies in writing. Such

notification shall set forth the area(s) of ineffective performance. Following such notification, the evaluating administrator and the staff member shall meet to establish specific, reasonable, written recommendations for an improvement plan. The administrator shall provide these recommendations to assist the staff member in correcting the deficiencies. The administrator will furnish the staff member with a definite reasonable time schedule for improvement. The staff member and evaluating administrator will work together to achieve desired growth. The staff member assumes the final responsibility for improvement.

- I. Classroom observations of a staff member shall be conducted openly with the observer visible to the staff member.
- J. No evaluation or report on an observation will be placed in the staff member's file or otherwise be acted upon without a prior conference with the staff member.
- K. All evaluations or reports on an observation must be dated and signed by the staff member. Such signature shall not necessarily indicate agreement with the evaluation or report.
- L. Staff members shall be permitted to affix comments within ten (10) days of receipt to any evaluation. Each staff member shall have the right to review the contents of his personnel file accompanied by an Association representative if desired. Evaluations and the evaluation procedure shall be subject to the grievance procedure.
- M. An observation shall last a minimum of thirty (30) consecutive and uninterrupted minutes or the length of a class period if less than thirty (30) minutes.
- N. The staff member and the evaluating administrator shall be entitled to representation at any conference.
- O. All timelines stated in this article shall be extended one (1) day for each day of absence of either the staff member or evaluating administrator. In the event of a delay, early dismissal, or cancellation, the timeline shall be extended one day per occurrence.
- P. A walkthrough is a formative written assessment. A minimum of one (1) walkthrough shall be performed each semester.
 - 1. The walkthrough shall be a least five (5) minutes but no more than fifteen (15) minutes in duration.
 - 2. A completed walkthrough form must be shared with the teacher and a copy provided by the end of the following school day.
 - 3. Data gathered from the walkthroughs may be used towards the summative evaluation of the teacher.

- Q. Staff members shall receive a copy of all evaluation forms as they are completed and/or signed by the evaluator and/or staff member, including amendments to the rubric when they are made.
- R. All evaluation forms to be used in this process can be found in the Appendix of this contract.
1. Appendix C: Teacher Performance Evaluation Rubric
 2. Appendix D: Self-Assessment
 3. Appendix E: Professional Growth Plan
 4. Appendix F: Pre-Observation Form
 5. Appendix G: Post-Observation Form
 6. Appendix H: Culminating Conference Form
 7. Appendix I: Final Summative Rating of Teacher Effectiveness Form
 8. Appendix J: Walkthrough Form
 9. Appendix K: Improvement Plan Evaluation
 10. Appendix L: Non OTES Certified Staff Evaluation Form
- S. The procedures set forth in this Article shall supersede related procedures established in 3319.111 and 3319.11 O.R.C. for the evaluation of staff members and shall satisfy evaluation notifications as stipulated in 3319.11 O.R.C. This provision shall not apply to staff members who have retired under the State Teachers Retirement System and have been hired by the Board. Retired-Rehired staff members are on a limited one-year teaching contract that will automatically non-renew at the conclusion of the year.
- T. For the duration of this negotiated agreement, student growth measures cannot solely be used for purposes of job action against teacher, including non-renewal or termination of contract.

ARTICLE 21: EMPLOYEE DISCIPLINARY PROCEDURE

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

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

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

- J. If at any time an administrator has the need to discuss any actions that may lead to or result in possible disciplinary procedures with a member, the administrator shall inform the member to bring a union representative of the member's choosing (Building Representative or SEA Executive Board).

ARTICLE 22: NON-RENEWAL

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

compliance with procedures by an arbitrator. Said review will be accomplished under the "Streamlined Arbitration" procedures established by AAA.

1. The arbitrator's authority will solely be limited to a review of whether the Board and the administration have substantially complied with the provisions of this article.
 2. Should the arbitrator determine that these procedures have not been substantially complied; the arbitrator may award an additional one-year limited contract.
 3. The arbitrator will be without authority to review the sufficiency of the Board's reasons for non-renewal.
- D. These procedures will not be utilized for non-renewal of supplemental contracts. They also shall not be utilized for non-renewal of limited contracts of teachers who have been hired after retiring from the State Teachers Retirement System.
- E. These procedures supersede related procedures for non-renewal set forth in O.R.C.
- F. All supplemental and retired-rehired teacher contracts shall automatically expire at the end of the current school year.

ARTICLE 23: SALARY SCHEDULE

- A. All staff members, except as set forth in Paragraph C below, will be placed on the salary schedule according to their training and experience. Staff members employed from another public school system shall receive 100 percent credit for applicable experience. Military service credit will be allowed but not to exceed five years.
- B. The salary schedule is based on one hundred eighty-five(185) days.
- C. Teachers who have retired under the State Teachers Retirement System and are then hired by the Board shall be placed on the salary schedule according to their training with a credit for zero (0) years' experience.
- D. Staff members who have earned their Education Specialist degrees and staff members who are enrolled in the Education Specialist program prior to June 20, 2011, shall be grandfathered in under the old salary schedule. Thus, they shall receive the compensation under this column of the salary schedule while remaining an employee of Sidney City Schools.
- E. For the 2015-2016 school year, any teacher who was frozen three (3) or four (4) years on the Salary Schedule shall increase by two (2) steps; all other teachers advance one (1) step.
- F. 2015/2016 3.75% increase on the base
2016/2017 3.75% increase on the base
2017/2018 3.00% increase on the base
2018/2019 3.00% increase on the base

SIDNEY CITY SCHOOLS

**Ratios for Teacher's Salary Schedule
2015-2016**

STEPS	BA	BA w/150 <u>Sem. Hrs.</u>	MA	MA +15	MA +30	SPEC
0	1.0000	1.0400	1.0900	1.1400	1.1850	1.1600
1	1.0400	1.0800	1.1500	1.2000	1.2450	1.2200
2	1.0800	1.1200	1.2000	1.2500	1.2950	1.2900
3	1.1300	1.1700	1.2600	1.3100	1.3550	1.3500
4	1.1700	1.2100	1.3200	1.3700	1.4150	1.4100
5	1.2100	1.2500	1.3700	1.4200	1.4650	1.4700
6	1.2500	1.2900	1.4300	1.4800	1.5250	1.5400
7	1.2900	1.3400	1.4900	1.5400	1.5850	1.6000
8	1.3300	1.3800	1.5400	1.5900	1.6350	1.6600
9	1.3800	1.4200	1.6000	1.6500	1.6950	1.7200
10	1.4200	1.4700	1.6600	1.7100	1.7550	1.7900
11	1.4600	1.5100	1.7100	1.7600	1.8050	1.8500
12	1.5000	1.5500	1.7700	1.8200	1.8650	1.9100
13	1.5200	1.5800	1.8000	1.8500	1.8950	1.9700
14	1.5265	1.5865	1.8100	1.8600	1.9050	1.9933
15	1.5330	1.5930	1.8200	1.8700	1.9150	2.0166
16	1.5400	1.6000	1.8300	1.8800	1.9250	2.0400
17	1.5500	1.6100	1.8425	1.8925	1.9375	2.0550
18	1.5600	1.6200	1.8550	1.9050	1.9500	2.0700
19	1.5700	1.6300	1.8675	1.9175	1.9625	2.0850
20	1.5800	1.6400	1.8800	1.9300	1.9750	2.1000
21	1.5880	1.6480	1.8900	1.9420	1.9870	2.1120
22	1.5960	1.6560	1.9000	1.9540	1.9990	2.1240
23	1.6040	1.6640	1.9100	1.9660	2.0110	2.1360
24	1.6120	1.6720	1.9200	1.9780	2.0230	2.1480
25	1.6200	1.6800	1.9300	1.9900	2.0350	2.1600
26	1.6280	1.6880	1.9400	2.0000	2.0450	2.1700
27	1.6360	1.6960	1.9500	2.0100	2.0550	2.1800
28	1.6440	1.7040	1.9600	2.0200	2.0650	2.1900
29	1.6520	1.7120	1.9700	2.0300	2.0750	2.2000
30	1.6600	1.7200	1.9800	2.0400	2.0850	2.2100
31	1.6680	1.7280	1.9880	2.0480	2.0930	2.2180
32	1.6760	1.7360	1.9960	2.0560	2.1010	2.2260
33	1.6840	1.7440	2.0040	2.0640	2.1090	2.2340
34	1.6920	1.7520	2.0120	2.0720	2.1170	2.2420
35	1.7000	1.7600	2.0200	2.0800	2.1250	2.2500

**Teacher's Salary Schedule
2015-2016**

<u>STEPS</u>	<u>BA</u>	<u>BA w/150 Sem. Hrs.</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30</u>	<u>SPEC</u>
0	35,155	36,561	38,319	40,076	41,658	
1	36,561	37,967	40,428	42,186	43,768	
2	37,967	39,373	42,186	43,943	45,525	
3	39,725	41,131	44,295	46,053	47,635	
4	41,131	42,537	46,404	48,162	49,744	
5	42,537	43,943	48,162	49,920	51,502	
6	43,943	45,349	50,271	52,029	53,611	
7	45,349	47,107	52,380	54,138	55,720	
8	46,756	48,513	54,138	55,896	57,478	58,357
9	48,513	49,920	56,247	58,005	59,587	60,466
10	49,920	51,677	58,357	60,114	61,696	62,927
11	51,326	53,084	60,114	61,872	63,454	65,036
12	52,732	54,490	62,224	63,981	65,563	67,145
13	53,435	55,544	63,278	65,036	66,618	69,255
14	53,664	55,773	63,630	65,388	66,970	70,074
15	53,892	56,001	63,981	65,739	67,321	70,893
16	54,138	56,247	64,333	66,091	67,673	71,715
17	54,490	56,599	64,772	66,530	68,112	72,243
18	54,841	56,951	65,212	66,970	68,552	72,770
19	55,193	57,302	65,651	67,409	68,991	73,297
20	55,544	57,654	66,091	67,848	69,430	73,825
21	55,826	57,935	66,442	68,270	69,852	74,247
22	56,107	58,216	66,794	68,692	70,274	74,668
23	56,388	58,497	67,145	69,114	70,696	75,090
24	56,669	58,779	67,497	69,536	71,118	75,512
25	56,951	59,060	67,848	69,958	71,540	75,934
26	57,232	59,341	68,200	70,309	71,891	76,286
27	57,513	59,622	68,552	70,661	72,243	76,637
28	57,794	59,904	68,903	71,012	72,594	76,989
29	58,075	60,185	69,255	71,364	72,946	77,340
30	58,357	60,466	69,606	71,715	73,297	77,692
31	58,638	60,747	69,887	71,997	73,579	77,973
32	58,919	61,028	70,169	72,278	73,860	78,254
33	59,200	61,310	70,450	72,559	74,141	78,535
34	59,482	61,591	70,731	72,840	74,422	78,817
35	59,763	61,872	71,012	73,122	74,704	79,098

MA +15 = Master's Degree + 15 semester hours
MA +30 = Master's Degree + 30 semester hours

The Board will pay a stipend of \$2,000 to teachers who have received/renewed National Board Certification and \$1,000 to teachers who have received/renewed Master Teacher.

**Teacher's Salary Schedule
2016-2017**

<u>STEPS</u>	<u>BA</u>	<u>BA w/150 Sem. Hrs.</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30</u>	<u>SPEC</u>
0	36,473	37,932	39,756	41,579	43,220	
1	37,932	39,391	41,944	43,768	45,409	
2	39,391	40,850	43,768	45,591	47,232	
3	41,214	42,673	45,956	47,780	49,421	
4	42,673	44,132	48,144	49,968	51,609	
5	44,132	45,591	49,968	51,792	53,433	
6	45,591	47,050	52,156	53,980	55,621	
7	47,050	48,874	54,345	56,168	57,810	
8	48,509	50,333	56,168	57,992	59,633	60,545
9	50,333	51,792	58,357	60,180	61,822	62,733
10	51,792	53,615	60,545	62,369	64,010	65,287
11	53,251	55,074	62,369	64,192	65,834	67,475
12	54,709	56,533	64,557	66,381	68,022	69,663
13	55,439	57,627	65,651	67,475	69,116	71,852
14	55,676	57,864	66,016	67,840	69,481	72,702
15	55,913	58,101	66,381	68,204	69,846	73,551
16	56,168	58,357	66,745	68,569	70,210	74,405
17	56,533	58,721	67,201	69,025	70,666	74,952
18	56,898	59,086	67,657	69,481	71,122	75,499
19	57,263	59,451	68,113	69,937	71,578	76,046
20	57,627	59,816	68,569	70,393	72,034	76,593
21	57,919	60,107	68,934	70,830	72,472	77,031
22	58,211	60,399	69,299	71,268	72,909	77,469
23	58,503	60,691	69,663	71,706	73,347	77,906
24	58,794	60,983	70,028	72,143	73,785	78,344
25	59,086	61,275	70,393	72,581	74,222	78,782
26	59,378	61,566	70,758	72,946	74,587	79,146
27	59,670	61,858	71,122	73,311	74,952	79,511
28	59,962	62,150	71,487	73,675	75,317	79,876
29	60,253	62,442	71,852	74,040	75,681	80,240
30	60,545	62,733	72,216	74,405	76,046	80,605
31	60,837	63,025	72,508	74,697	76,338	80,897
32	61,129	63,317	72,800	74,988	76,630	81,189
33	61,420	63,609	73,092	75,280	76,921	81,481
34	61,712	63,901	73,384	75,572	77,213	81,772
35	62,004	64,192	73,675	75,864	77,505	82,064

MA +15 = Master's Degree + 15 semester hours
MA +30 = Master's Degree + 30 semester hours

The Board will pay a stipend of \$2,000 to teachers who have received/renewed National Board Certification and \$1,000 to teachers who have received/renewed Master Teacher.

**Teacher's Salary Schedule
2017-2018**

<u>STEPS</u>	<u>BA</u>	<u>BA w/150 Sem. Hrs.</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30</u>	<u>SPEC</u>
0	37,567	39,070	40,948	42,827	44,517	
1	39,070	40,573	43,202	45,081	46,771	
2	40,573	42,075	45,081	46,959	48,649	
3	42,451	43,954	47,335	49,213	50,903	
4	43,954	45,456	49,589	51,467	53,158	
5	45,456	46,959	51,467	53,345	55,036	
6	46,959	48,462	53,721	55,599	57,290	
7	48,462	50,340	55,975	57,853	59,544	
8	49,964	51,843	57,853	59,732	61,422	62,361
9	51,843	53,345	60,107	61,986	63,676	64,615
10	53,345	55,224	62,361	64,240	65,930	67,245
11	54,848	56,726	64,240	66,118	67,809	69,499
12	56,351	58,229	66,494	68,372	70,063	71,753
13	57,102	59,356	67,621	69,499	71,190	74,007
14	57,346	59,600	67,997	69,875	71,565	74,883
15	57,590	59,844	68,372	70,251	71,941	75,758
16	57,853	60,107	68,748	70,626	72,317	76,637
17	58,229	60,483	69,217	71,096	72,786	77,200
18	58,605	60,859	69,687	71,565	73,256	77,764
19	58,980	61,234	70,157	72,035	73,726	78,327
20	59,356	61,610	70,626	72,505	74,195	78,891
21	59,657	61,911	71,002	72,955	74,646	79,342
22	59,957	62,211	71,378	73,406	75,097	79,793
23	60,258	62,512	71,753	73,857	75,548	80,243
24	60,558	62,812	72,129	74,308	75,998	80,694
25	60,859	63,113	72,505	74,759	76,449	81,145
26	61,159	63,413	72,880	75,134	76,825	81,521
27	61,460	63,714	73,256	75,510	77,200	81,896
28	61,760	64,014	73,632	75,886	77,576	82,272
29	62,061	64,315	74,007	76,261	77,952	82,648
30	62,361	64,615	74,383	76,637	78,327	83,023
31	62,662	64,916	74,683	76,937	78,628	83,324
32	62,963	65,217	74,984	77,238	78,929	83,624
33	63,263	65,517	75,285	77,539	79,229	83,925
34	63,564	65,818	75,585	77,839	79,530	84,226
35	63,864	66,118	75,886	78,140	79,830	84,526

MA +15 = Master's Degree + 15 semester hours
MA +30 = Master's Degree + 30 semester hours

The Board will pay a stipend of \$2,000 to teachers who have received/renewed National Board Certification and \$1,000 to teachers who have received/renewed Master Teacher.

**Teacher's Salary Schedule
2018-2019**

<u>STEPS</u>	<u>BA</u>	<u>BA w/150 Sem. Hrs.</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30</u>	<u>SPEC</u>
0	38,694	40,242	42,177	44,111	45,853	
1	40,242	41,790	44,498	46,433	48,174	
2	41,790	43,337	46,433	48,368	50,109	
3	43,724	45,272	48,755	50,689	52,431	
4	45,272	46,820	51,076	53,011	54,752	
5	46,820	48,368	53,011	54,946	56,687	
6	48,368	49,915	55,333	57,267	59,009	
7	49,915	51,850	57,654	59,589	61,330	
8	51,463	53,398	59,589	61,524	63,265	64,232
9	53,398	54,946	61,911	63,845	65,587	66,554
10	54,946	56,880	64,232	66,167	67,908	69,263
11	56,493	58,428	66,167	68,102	69,843	71,584
12	58,041	59,976	68,489	70,423	72,165	73,906
13	58,815	61,137	69,649	71,584	73,325	76,227
14	59,067	61,388	70,036	71,971	73,712	77,129
15	59,318	61,640	70,423	72,358	74,099	78,031
16	59,589	61,911	70,810	72,745	74,486	78,936
17	59,976	62,298	71,294	73,229	74,970	79,516
18	60,363	62,685	71,778	73,712	75,454	80,097
19	60,750	63,071	72,261	74,196	75,937	80,677
20	61,137	63,458	72,745	74,680	76,421	81,258
21	61,446	63,768	73,132	75,144	76,885	81,722
22	61,756	64,078	73,519	75,608	77,350	82,186
23	62,065	64,387	73,906	76,073	77,814	82,651
24	62,375	64,697	74,293	76,537	78,278	83,115
25	62,685	65,006	74,680	77,001	78,743	83,579
26	62,994	65,316	75,067	77,388	79,130	83,966
27	63,304	65,625	75,454	77,775	79,516	84,353
28	63,613	65,935	75,841	78,162	79,903	84,740
29	63,923	66,244	76,227	78,549	80,290	85,127
30	64,232	66,554	76,614	78,936	80,677	85,514
31	64,542	66,863	76,924	79,246	80,987	85,824
32	64,851	67,173	77,234	79,555	81,296	86,133
33	65,161	67,483	77,543	79,865	81,606	86,443
34	65,471	67,792	77,853	80,174	81,916	86,752
35	65,780	68,102	78,162	80,484	82,225	87,062

MA +15 = Master's Degree + 15 semester hours
MA +30 = Master's Degree + 30 semester hours

The Board will pay a stipend of \$2,000 to teachers who have received/renewed National Board Certification and \$1,000 to teachers who have received/renewed Master Teacher.

ARTICLE 24: SUPPLEMENTAL CONTRACTS

- A. All members assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.
- B. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any staff member, such additional time to be paid at the rate as established by Article 25, SUPPLEMENTAL SALARY SCHEDULE. Nothing herein contained is construed to prohibit the Board from adding supplemental contract categories to the schedule as proposed. Such salaries shall be a matter for negotiations.
- C. Present staff members who are qualified shall be offered any supplemental position before it can be offered to any individual outside of the Association.
- D. Supplemental evaluations will not be included in the staff member's personnel file. The Association will not object to Board's use of evaluations or other written documents not contained in the personnel files in case of disciplinary action based upon the activity covered by the supplemental contract.

ARTICLE 25: SUPPLEMENTAL SALARY SCHEDULE

Class I

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.010	.015	.025	.035

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

Class II

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.015	.020	.030	.040

Head Teacher
 Safety patrol Advisor
 School Play (SMS)
 Science Olympiad (SMS)
 Student Council - Northwood

Class III

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.020	.030	.040	.050

Assistant Academia Advisor
 Art Club Advisor
 Chess Club Advisor
 Class Advisor
 Drug program Coordinator/Advisor
 Foreign Language Club Advisor
 Green Ink Advisor
 High School Strength Coach (Fall/Winter/Spring/Summer)
 Key Club Advisor
 Middle School Yearbook Advisor
 Mock Trial Advisor
 Muse machine
 Musical Director (Assistant)
 National Honor Society Advisor
 Prom Advisor
 Science Fair (Northwood)
 Social Studies Academic Competitions

Class IV

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.025	.035	.055	.075

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

Class V

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.030	.040	.060	.080

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

Class VI

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.035	.045	.065	.085

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

Class VII

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.040	.050	.070	.090

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

Class VIII

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.050	.060	.080	.100

Assisant Band Director
 Freshman Basketball Coach/Varsity Asst.
 High School Audio Visual Coordinator
 Head Bowling Coach
 Head Tennis Coach
 Head Freshman Football Coach
 Head Golf Coach
 Head Swim Coach
 Orchestra
 Vocal Director

Class IX

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.055	.065	.085	.105

Assistant High School Cheerleading
 Assistant High School Track Coach
 Head Cross Country Coach
 Junior Varsity High School Baseball Coach
 Junior Varsity High School Soccer Coach
 Junior Varsity High School Softball Coach
 Junior Varsity High School Volleyball Coach

Class X

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.070	.080	.100	.120

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

Class XI

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.080	.090	.110	.130

Assistant High School Basketball
 Assistant High School Football
 Assistant High School Werstling
 Junior Varsity Basketball Coach

Class XII

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.090	.100	.120	.140

Head Baseball Coach
 Head Soccer Coach
 Head Softball Coach
 Head Track coach
 Head Volleyball coach

Class XIII

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.120	.130	.150	.170

Library Coordinator

Class XIV

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.170	.180	.200	.220

Band Director
 Head Basketball Coach
 Head Football Coach
 Head Wrestling Coach

Class XV

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.180	.190	.210	.230

Assistant Athletic Director

Class XVI

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
.230	.250	.270	.290

Associate Athletic Director

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

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
0.01	0.015	0.025	0.035

Example:

Step 0	Steps 1 & 2	Steps 3 & 4	Step5
0.01	0.015	0.025	0.035

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

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

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

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

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

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

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

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

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

**ARTICLE 26: SUMMER SCHOOL SALARY SCHEDULE
"T" SCHOOL MONITORS**

- A. The summer and T-school rate is twenty-six dollar (\$26.00) per hour.
- B. For every hour of contact time with students, summer school teachers will receive 20 minutes of preparation time.

ARTICLE 27: MILEAGE REIMBURSEMENT

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

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

ARTICLE 28: MEDICAL DENTAL LIFE INSURANCE

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

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

In addition, all staff members who work less than 7 ½ hours, but at least 3 ½ hours per day and one hundred twenty (120) days a year, will qualify for Board-paid life insurance and be responsible for 20% of the premium payment for dental and health insurance. Staff members who work less than 3 ½ hours per day are not eligible for any benefits.

A. Term Life Insurance

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

B. Opt-out Incentive

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

C. Calculation of Staff Member Medical Insurance Contribution

1. For each staff member that chooses to opt-out of medical benefits during the September open enrollment period, the Board will contribute an amount equal to the opt-out according to Article 27, Section (B) (1) toward the participating staff member's insurance contribution.
2. The Board will withdraw the full opt-out amount for any staff member who wishes to regain benefits after the September open enrollment period and recalculate the monthly contribution for the participating staff member's insurance costs.
3. The Board will provide the following contributions per staff member to be used for medical and dental insurance premiums:

2015 - 2019

Board – 80%

Employee – 20%

4. See Schedule of Benefits included in Appendix M.

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

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

ARTICLE 29: INSURANCE COMMITTEE

A healthcare committee shall be established and maintained with equal representation between the administration and board employees. The purpose of the healthcare committee shall be to improve the quality of healthcare and lower the cost of health insurance for all enrollees of any district health insurance plan. The duties of the healthcare committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and recommend to the board policy regarding health insurance and health care systems for the district. The committee's area of review and counsel may include, but not limited to the following:

- A. Review of current plan provisions and proposals for any modification in the benefit plans;
- B. Recommendation of any health insurance education programs for current and potential enrollees;
and
- C. Review of any additional cost containment measures that may alter the delivery of health care services while maintaining quality, and not shifting any costs from the plans to the employees.

In the event that consensus cannot be reached as to plan modifications, the current plan shall remain in effect. If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to both sides for consideration. Any change in carrier/design of policy as recommended by the insurance committee, shall go to in-term bargaining.

The broker, treasurer, and/or administration shall provide the committee with information on bargaining unit claims and experience, financial reports and other data as requested by the committee. The board will pay all reasonable costs incurred that pertain to materials and training and fulfilling the purpose of the committee. Release time for the members of the committee shall be made available such as to allow members to complete their purposes. The committee shall determine the duration and frequency of all regular meetings. A report of the committee's activities shall be furnished to all represented parties on a quarterly basis.

ARTICLE 30: WORKERS COMPENSATION

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

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

ARTICLE 31: EXTENDED SERVICE

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

ARTICLE 32: PAYROLL DEDUCTIONS

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

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

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

B. Credit Union

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

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

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

C. United Way

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

D. Political Contributions

Pursuant to Section 3313.262, Ohio Revised Code, the Board will deduct from the salaries of staff members such amount for political organizations and parties and for non-partisan issues as the staff

member, by written authorization, may demand. Such written authorization must be on a form different from the dues authorization form.

E. Insurance and Annuities

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

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

ARTICLE 33: TAX SHELTER OF S.T.R.S. CONTRIBUTIONS

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

ARTICLE 34: CONTINUING MEMBERSHIP

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

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

This procedure must follow ORC 9.41.

ARTICLE 35: FAIR SHARE

A. Payroll Deduction of Fair Share Fee

Sidney City Schools is a Fair Share district.

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Staff members working only a portion of the school year shall only be responsible for a pro rata share of their fair share fee.

B. Notification of the Amount of Fair Share Fee

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

C. Procedure for Rebate

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

D. Entitlement to Rebate

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

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

1. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this agency fee provision.
2. The Board notifies the Association in writing and within fifteen (15) days of any claim made or action files against the Board.

3. The Board agrees to permit the Association or its affiliated organization to intervene as a party if it so desires and/or not to oppose the Association or organizations with which it is affiliated; application to file briefs amicus curiae in the action.

ARTICLE 36: SEVERANCE

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

B. Eligibility

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

1. The individual retires from the school system.
 2. Retirement means disability or service retirement under any state or municipal retirement system in this state.
 3. The individual must be eligible for disability or service retirement as of the last date of employment.
 4. The individual must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
 5. The individual must have at least ten (10) years of service within Sidney City Schools.
 6. The individual must sign for retirement check certifying all eligibility criteria have been met.
- C. The staff member must make application for such cash payment according to procedures adopted by the Board.
- D. Such payment shall be made no later than sixty (60) days after the application is filed and the staff member's retirement is verified to the office of the Treasurer by the retirement system and provisions in B above. If permissible by the IRS, the staff member may request a lump sum payment be deferred until January 15 of the following calendar year. Notification to the Treasurer must be made prior to the Board accepting the resignation.

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

E. Benefit Calculation

1. a. Multiplying the staff member's accrued but unused sick leave up to a maximum of one hundred fifty (150) days by twenty-five percent (25%).

- b. Multiplying the staff member's accrued but unused sick leave in excess of one hundred fifty (150) days by fifteen percent (15%).
- c. After thirty (30) years, multiply the staff member's accrued but unused sick leave in excess of one hundred fifty (150) days by twenty percent (20%).
 - 2. Multiplying the sum of 1a, 1b, or 1c times the per diem rate of pay appropriate for that staff member's placement on the base salary schedule exclusive of overtime and/or supplementary salaries.
 - 3. The amount of the benefit calculated in steps one and two shall not exceed the value of seventy-five (75) days of accrued sick leave. After forty (40) years, the amount of the benefit calculated in steps one and two shall not exceed the value of ninety (90) days of accrued sick leave.

F. Procedure for applying for cash payment for unused accrued sick leave:

- 1. Complete the appropriate form obtained from the Board Treasurer.
- 2. Submit the completed form to the Superintendent who will work with the Board's Treasurer to verify the information contained on the submitted form.
- 3. Complete the appropriate forms for retirement obtained through the appropriate state retirement system.
- 4. Prepare a letter of resignation confirming the retirement and submit it to the Superintendent who will present it to the Board.
- 5. Notify the Board's Treasurer upon receipt of official notification of retirement approval by the appropriate state retirement system.
- 6. Upon official notification of the retirement approval by the appropriate state retirement system, the Treasurer shall cause the cash payment to be made directly to a tax deferred 403B account administered by ING, according to the provisions of the adopted Accumulated Leave 403B Plan of the Sidney City School District and provisions governing the office of the Treasurer.

G. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued.

ARTICLE 37: SUBSTITUTION DURING NON-INSTRUCTIONAL PERIOD

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

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

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

ARTICLE 38: SICK LEAVE

- A. Staff members shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one fourth (1 ¼) days per month. Unused sick leave shall be cumulative up to three hundred (300) days. The "application for Sick Leave" (Appendix N) will be used for each absence. Staff members who reach twenty-eight (28) years of service shall be entitled to accrue three hundred twenty-five (325) days of sick leave through their 30th year of service. Days will accrue to three hundred fifty 350 in the 31st year and thereafter.
- B. Staff member absence from duty without forfeiture of pay may be allowed for the following reasons: personal illness, injury, pregnancy, exposure to contagious disease which would be communicated to other employees, doctor's appointment, and for illness, injury, in the employee's immediate family. Immediate family shall be defined as the staff member's direct, step, and in-law relatives, including the following: parent, spouse, child, foster child, domestic partner and parents thereof, including domestic partners of any individual listed above, or any relative living in the employee's household, including grandchildren. The district will permit up to three days of sick leave for catastrophic illness or injury of a grandparent or grandchild. The Superintendent may permit sick leave for the death or catastrophic illness or injury of other family members or relatives on an individual case basis. The decision of the Superintendent shall be final and binding.
- C. If medical attention is required, the staff member shall list the name and address of the attending physician and the dates consulted.
- D. Absence due to death in the immediate family or persons in the same household is not to exceed five (5) days. Additional days may be granted on an individual basis. The decision of the Superintendent shall be final and binding. Immediate family is defined as the staff members direct, step, and in-law relatives including the following: spouse, father, mother, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother, sister, child, stepchild, domestic partner and parents thereof, including domestic partners of any individual listed above, in-laws of the relationship above and anyone living in the same household. Deaths outside of the definition for immediate family would qualify for personal leave.
- E. A staff member who has no accumulated sick leave will be advanced five (5) days of sick leave each school year, if necessary. Such advance will be charged against the subsequent accumulation of that member. Any staff member who is advanced sick days and then resigns or is terminated or does not return to work shall have the advanced sick days deducted from his/her last payroll check or shall be required to reimburse the district.
- F. \$100 per semester incentive will be awarded to any staff member who uses no sick leave at the end of December and June.

ARTICLE 39: PERSONAL LEAVE

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

1. Personal Leave with Pay

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

2. Personal Leave Without Pay

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

Notification of absence for all personal leaves must be reported to the appropriate administrator in writing at least three (3) days in advance. In emergency situations such as an act of nature, the Superintendent may waive the three day requirement. The decision of the Superintendent is final and binding on all exceptions listed in this policy. The appropriate administrator will be responsible for initial approval and forwarding the form to the Superintendent for final approval. The maximum number of consecutive days of any type of personal leave shall be three (3). Exceptions to this use of three (3) days are no personal days permitted immediately before or after a nonstudent day AND the first three (3) weeks of the school year and last three (3) weeks of the school year.

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

\$200-per day incentive will be awarded to any member of the Bargaining Unit for any unused paid personal leave (full days only).

ARTICLE 40: PROFESSIONAL LEAVE

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

ARTICLE 41: BOARD PAID COSTS

- A. The board will reimburse teachers for one hundred percent (100%) of FBI/BCI checks.
 - B. Speech Language Pathologist will be reimbursed for state related license renewals.
 - C. When it is deemed necessary for a staff member to complete coursework for the purpose of obtaining licensure or endorsement for the district or for the purpose of teaching specialized courses, the Board shall pay the costs associated with such completion.
 - 1. The Superintendent shall determine, with input from the SEA President, when the need for such coursework is necessary.
 - 2. The staff member shall have the Superintendent approve the Institution of Higher Education through which courses will be completed prior to enrollment and registration.
 - a. The staff member shall provide the Superintendent a checklist from the Institution of Higher Education of all the required courses needed for the licensure or courses needed to teach the specialized courses in the district.
 - 3. The staff member shall provide a transcript after each completed course.
 - 4. When the district is paying for coursework, the staff member shall meet the following terms:
 - a. Obtain a "B" or better or "passing" in a pass/fail course
 - b. Complete all the coursework deemed necessary for licensure, endorsement, or to teach the specialized classes
 - c. Remain in the district for a minimum of five (5) years after having the coursework paid.
 - 5. In the case where any one of the above terms is not met, the staff member shall reimburse the district all the costs associated with the coursework including but not limited to application fee, books and supplies, and course fees.
3. Third Grade Guarantee
- a. As per ORC, (SB21), third grade teachers must meet certain qualifications. Those third grade teachers not already qualified will be expected to meet these qualifications, including a passing score on Praxis Test #5203. Sidney City Schools will pay for teachers to take this test the first time only, with teachers failing this test expecting to pay for each subsequent test needed to meet this requirement. Sidney City Schools will also pay for one (1) day of professional development for teachers taking this test. Administration will determine teacher assignments including third grade.

ARTICLE 42: TUITION REIMBURSEMENT

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

ARTICLE 43: ASSAULT LEAVE

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

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

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

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

ARTICLE 44: UNPAID LEAVES OF ABSENCE

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

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

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

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

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

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

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

4. A staff member may continue to participate in district group insurance programs only if the staff member is willing to assume the full cost of such coverage. Such payments shall be made, in advance, by the staff member in the manner prescribed by the Board Treasurer's office.
5. Use of a leave of absence for a purpose other than that stated in the approved leave request may constitute grounds for termination of the staff member's contract or other disciplinary action.

6. Staff members on a leave of absence of one semester or less shall, upon return from a leave, be returned to the same teaching position held prior to the leave.

ARTICLE 45: JURY DUTY / COURT SUBPOENA AND ASSOCIATION LEAVE

- A. The Sidney City Schools application for leave form will include "Jury Duty / Court Subpoena" and "Association Leave" as additional types of leave options, which is not a change from past practice. Regarding "Jury Duty/Court Subpoena," teachers are to attach a copy of the notice to Report for Jury Duty and send any compensation checks received for Jury Duty to the treasurer's office.

- B. Regarding "court subpoena," teachers are to attach a copy of the court subpoena. See Appendix N.

ARTICLE 46: FAMILY MEDICAL LEAVE

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

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

- A. The birth and first year care of a child;
- B. The adoption or foster placement of a child;
- C. The serious illness of a staff member's spouse, parent, or child;
- D. The staff member's own serious health condition that keeps the staff member from performing the essential functions of the job,
- E. Qualifying exigency arising out of the fact that the staff member's spouse, son, or daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Covered active duty is defined in AG 3430.01.

In addition, an eligible staff member who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness may take up to a total of twenty-six (26) work weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff member has earned or accrued it, during a "single twelve (12) month period" to provide physical and/or psychological care for the covered service member ("Military Caregiver Leave").

Intermittent and Reduced Leave

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

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

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

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

- A. to care for a family member;
- B. for the employee's own serious health condition;
- C. is foreseeable based on planned medical treatment,

- D. qualifying exigency leave and
- E. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend,

then the board may require the employee to choose either:

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

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

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

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

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

Employed Spouses

When an eligible husband and wife are both employed by the Board, they are limited to a combined total of twelve (12) workweeks of FMLA leave during any twelve (12) month period if the leave is taken for reason (A) or (B) on page 77, or to care for the staff member's parent who has a serious health condition.

Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for reason (A) or (B) on page 77, or to care for a parent, the husband and wife are each entitled to the difference between the amount s/he has taken individually and the twelve (12) weeks of FMLA leave for other purposes.

When an eligible husband and wife or both employed by the Board, they are limited to a combined total of twenty-six (26) workweeks of Military Caregiver Leave during the "single twelve (12) month period" if the leave is taken for reason (A) or (B) on page 77, or to care for the staff member's parent who has a serious health condition, or to care for a covered service member with a serious injury or illness.

Benefits

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

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

Notice

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

Additional forms are located in the Appendix P for FMLA use and auditing purposes.

Certification

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

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

Restoration

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

Failure to Return

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

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

Provisions

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

ARTICLE 47: SUPPLY BUDGET

To provide a fair and adequate education to all students within our district, it is important to maintain a consistent and equitable educational environment.

- A. For each fiscal year the treasurer will coordinate with building principals an amount for building budgets which includes miscellaneous supplies for teachers with principals to determine the amount to be distributed to teachers.
- B. The budget shall be spent on classroom equipment, materials, and consumable supplies.
- C. Teachers shall be given equal and consistent access to school equipment and supplies for classroom use.
- D. This will not replace budgets already in place for teachers of Unified Arts.

ARTICLE 48: PREPARATION PERIODS

- A. The term "preparation period" shall mean time during the staff member's workday exclusive of the member's daily thirty (30) consecutive minutes duty-free.
- B. All teachers of grades 6-12 shall be scheduled for planning or conference time equivalent to one period per school day during each school week. In calculating planning time, the time before and after the student day shall not be included for all 6-12 classroom staff members.
- C. All elementary staff members may be granted preparation periods at such times as the pupils are being instructed by special area staff members. All elementary staff members, including special staff members, shall be scheduled for planning or conference time of not less than two hundred (200) minutes per week/minimum of forty (40) uninterrupted minutes per day. The minimum of forty (40) uninterrupted minutes per day will sunset at the expiration of this agreement (August 1, 2015 – July 31, 2019). In calculating the two hundred (200) minutes, the time before and after the student day shall not be included for all elementary classroom staff members.
- D. Every effort will be made to secure substitute staff members in the special areas for grades K-12.
- E. Conferences with parents during preparation periods and parental observations shall be scheduled only after consultation with the staff members.

ARTICLE 49: COURSE OF STUDY DEVELOPMENT AND TEXTBOOK SELECTION

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

ARTICLE 50: DRESS CODE

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

ARTICLE 51: HOME VISITATION

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

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

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

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

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

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

ARTICLE 52: GRANTS

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

ARTICLE 53: CLASS SIZE

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

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

ARTICLE 54: ACADEMIC FREEDOM

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

ARTICLE 55: COMPLAINTS AGAINST STAFF MEMBERS

- A. The Association and the Board recognize that situations may arise in the operation of the school district which is of concern to students, parents or the public. Such concerns are best dealt with through communication with appropriate staff members and appropriate administrators.
 - 1. The "appropriate administrator" shall be identified as the administrator in the building where the alleged action which led to the complaint took place.
- B. In the event a complaint concerning a staff members' conduct or service is received, the following procedure shall be used:
 - 1. When a verbal complaint is made by a student(s), the parent of a student, or any other member of the public, which is deemed serious enough to become a matter of formal record, the staff member shall be given a written summary. Unless the nature of the complaint necessitates confidentiality, the identity of the complaining party along with any and all related information shall be provided by the appropriate administrator.
 - 2. If the complaint is written, staff members shall be given a copy.
- C. The staff member shall first attempt to resolve the complaint with the complainant.
- D. If there is no resolution between the staff member and the complainant, the appropriate administrator will assist in resolving the situation by scheduling a mutually convenient time to discuss the complaint with the staff member(s), the administrator, and the complainant. Every attempt shall be made to hold such meetings during the negotiated workday.

ARTICLE 56: DEVELOPMENT OF CONTINUOUS IMPROVEMENT PLAN

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

ARTICLE 57: INCLUSION

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

ARTICLE 58: DRUG FREE WORKPLACE

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

A. Prohibited Conduct

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

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

B. Drug-related Criminal Conviction and Penalties

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

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

C. Condition of Employment

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

D. Prescription Drugs

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

E. Confidentiality

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

ARTICLE 59: RESIDENT EDUCATOR PROGRAM

- A. The district will annually assign a mentor to all entry year teachers in the program.
- B. State training will be provided for mentors.
- C. Mentors will receive a stipend per school year.
 - 1. Mentors assigned to resident educators in the first two years of the program will receive a five hundred dollar (\$500) stipend for each resident educator.
 - 2. Mentors assigned to resident educators in the third year of the program will receive a two hundred-fifty dollar (\$250) stipend for each resident educator.
- D. Resident educators and mentors will be provided professional development days to complete the required observations, collaboration, and tasks outlined in the Resident Educator Program.
- E. The entry year program does not replace employment evaluation; entry year mentorship is intended to support the licensure process. All written material generated by a mentor or resident educator will remain confidential.

ARTICLE 60: SAFETY AND SECURITY

Sidney City Schools Security Measures:

1. Biometric gun safes and handguns – The only staff with access to safe will be those trained by Sheriff's Department and selected SCS administration.
2. Seven commissioned deputy reserve officers to work 178 days in uniform and armed as building aides, with duties assigned by principals.
3. Panic button to police.
4. Building blueprints secured in easily accessible area for police use.
5. Numbering all windows and doors for identification purposes.
6. ALICE training for staff by Sheriff's Department.
7. Surveillance cameras covering hallways/entrances to every school building (7).
8. First Responder Team in all seven buildings, consisting of trained volunteer educators. Twice annually all team members must be requalified.
9. Camera/buzzer system for all main entrances of seven buildings.
10. Substitute deputy officers provided whenever regular school security officers are absent.

See Appendix Q for the district's bylaws and policies as stated by Neola.

ARTICLE 61: DURATION

This agreement, upon ratification by the official Board resolution, shall be effective August 1, 2015 to July 31, 2019.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement at Sidney, Ohio this 23rd day of March, 2015.

SIDNEY CITY BOARD OF EDUCATION

By: Bill Ankney
Bill Ankney, President

By: John Scheu
John Scheu, Superintendent

SIDNEY CITY EDUCATION ASSOCIATION

By: Lori Hedberg
Lori Hedberg, SEA President

By: Amy Baldauf
Amy Baldauf SEA Vice president

By: Sherri Fowler
Sherri Fowler
OEA Labor Relations Consultant

Sidney City Schools
Grievance Form

Name of Grievant(s): _____

Building: _____

Level 1 (Informal Discussion)

Date of occurrence of grievance _____

Date of Informal Discussion: _____ with Administrator _____
Name

Date of Administrator's Verbal Response: _____

Level 2 (Formal Written Grievance)

1. Statement of Grievance

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

2. State the relief sought: _____

Date Submitted: _____

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

Signature of Aggrieved: _____
(Name) (Date)

**Sidney City Schools
Grievance Form**

Administrator's Written Response: _____

Date: _____ Administrator Signature: _____

Level 3 (Superintendent Hearing)

Hearing Date: _____

Superintendent's Written Response: _____

Date: _____ Superintendent's Signature: _____

Level 4 (Arbitration)

Date of Association's Notice of Intent to Arbitrate: _____

Date Submitted: _____

Received By: _____
(Name) (Title)

Signature of Aggrieved: _____
(Name) (Date)

Sidney City Schools - Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students Standard 2: Content Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning – both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and 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>
	<p>Evidence</p>				

INSTRUCTIONAL PLANNING

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

INSTRUCTION AND ASSESSMENT

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

INSTRUCTION AND ASSESSMENT

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

INSTRUCTION AND ASSESSMENT

INSTRUCTION AND ASSESSMENT

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

INSTRUCTION AND ASSESSMENT

INSTRUCTION AND ASSESSMENT

**ASSESSMENTS OF STUDENT LEARNING
(Standard 3: Assessment)**

Sources of Evidence:
Pre-Conference
Formal Observation
Classroom Walkthroughs /
Informal Observations
Post-Conference

Ineffective

The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.

The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is no succeeding.

The teacher does not provide students with feedback about their learning.

Developing

The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.

The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.

Students receive occasional or limited feedback about their performance from the teacher.

Skilled

The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.

The teacher gathers and uses gather data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.

The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.

Accomplished

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.

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.

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.

Evidence

PROFESSIONALISM

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

Self-Assessment

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look at all of the standards holistically and identify two priorities for the upcoming year. Consider focusing on one Student Growth area and one Teacher Performance area.

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

Professional Growth Plan

Appendix E

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 teacher's evaluation. The evaluator should recommend professional development opportunities and support the teacher by providing resources (e.g. time, financial). For the current school year, the goals will be identified using teacher self-reflection.

Teacher _____

Evaluator _____

Annual Focus	Dates	Comments Concerning Professional Growth
Goal 1: How do you plan to meet the goal? (Be specific)		
Goal 2: How do you plan to meet the goal? (Be specific)		

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

Pre-Observation Conference

Appendix F

Teacher: _____

Date of Conference: _____

Evaluator: _____

Date of Observation: _____

Content Standard:

Lesson Summary:

INSTRUCTIONAL PLANNING

Focus (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? / What skills will they demonstrate?
- What standards are addressed in the planned instructions?
- Why is this learning important?

Assessment Data (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

Prior Content Knowledge / Sequence / Connections

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

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

Knowledge of Students (Standard 1: Students)

- What should the evaluator know about the student population?
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

Lesson Delivery (Standard 2: Content / Standard 4: Instruction)

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

COMMENTS:

Differentiation (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

Resources (Standard 2: Content / Standard 4: Instruction)

- What resources / materials will be used in instruction?
- How will technology be integrated into lesson delivery?

Classroom Environment (Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

Assessment of Student Learning (Standard 3: Assessment)

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

COMMENTS:

OTHER QUESTIONS / COMMENTS:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Post-Observation Conference

Teacher: _____

Date of Conference: _____

Evaluator: _____

Date of Observation: _____

Comments:
Area of Reinforcement:

INSTRUCTIONAL PLANNING

Focus (Standard 4: Instruction)

- What was the focus for the lesson?
- What content did students know/understand?
- What skills did they demonstrate?
- What standards were addressed in the planned instructions?
- Why is this learning important?

Assessment Data (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What did pre-assessment data indicate about student learning needs?

Prior Content Knowledge / Sequence / Connections (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

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

Knowledge of Students (Standard 1: Students)

- What should the evaluator know about the student population?
- What procedures did you use to obtain this information about students' backgrounds?
- How was this a developmentally appropriate learning activity?
- How did this learning allow for different learning styles?

COMMENTS:

INSTRUCTION AND ASSESSMENT

Lesson Delivery (Standard 2: Content / Standard 4: Instruction)

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

Differentiation (Standard 1: Students / Standard 4: Instruction)

- How did the instructional strategies address all students' learning needs?
- How did the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

Resources (Standard 2: Content / Standard 4: Instruction)

- What resources / materials were used in instruction?
- How was technology integrated into lesson delivery?

Classroom Environment (Standard 1: Students / Standard 5: Learning Environment)

- How did the environment support all students?
- How were different grouping strategies used?
- How was safety in the classroom ensured?
- How was respect for all modeled and taught?

Assessment of Student Learning (Standard 3: Assessment)

- How did you check for understanding during the lesson?
- What specific products or demonstrations assessed student learning / achievement of goals for instruction?
- How did you ensure that students understood how they were doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

Collaboration and Communication (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

Professional Responsibility and Growth (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

COMMENTS:

AREA OF REFINEMENT:

RECOMMENDATIONS FOR REFINEMENT:

COMMENTS:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Culminating Conference Form

Appendix H

COMMENTS:

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

	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating				

Recommendations:

- I recommend this teacher be given the appropriate contract per the negotiated agreement.
- I recommend non-renewal.
- Not applicable.

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

Teacher'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.

Final Summative Rating of Teacher Effectiveness

50% Teacher Performance	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating				

50% Student Growth Data	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			

Final Rating:

An Improvement Plan has been recommended.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

SCS Walkthrough Form

Teacher Name: _____

Grade(s) / Subject Area(s): _____

Evaluator Name: _____

Date: _____

Time Walkthrough Begins: _____

Time Walkthrough Ends: _____

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

EVALUATOR OBSERVATIONS		Instructional Strategies	Instructional Practices
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Teacher provides students with timely and responsive feedback	<input type="checkbox"/> Identifying similarities and differences <input type="checkbox"/> Summarizing and note taking <input type="checkbox"/> Reinforcing effort in providing recognition <input type="checkbox"/> Homework and Practice <input type="checkbox"/> Nonlinguistic representations <input type="checkbox"/> Cooperative Learning <input type="checkbox"/> Setting objectives and providing feedback <input type="checkbox"/> Generating and testing hypothesis <input type="checkbox"/> Cues, Questions, and advanced organizers	<input type="checkbox"/> Coaching <input type="checkbox"/> Discussion <input type="checkbox"/> Hands-On Experience <input type="checkbox"/> Learning Centers <input type="checkbox"/> Lecture <input type="checkbox"/> Modeling <input type="checkbox"/> Presentation <input type="checkbox"/> Providing Direction / Instructions <input type="checkbox"/> Providing Opportunities for Practice <input type="checkbox"/> Teacher Directed Q & A <input type="checkbox"/> Testing
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Instructional time is used effectively		
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction		
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Students are engaged in learning		
<input type="checkbox"/> Lesson content is linked to previous and future learning	<input type="checkbox"/> Other: _____		

Comments:

Evaluator Signature: _____

Instructional Improvement Plan

Teacher Name: _____ Grade Level / Subject: _____

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

Written improvement plans are to be developed in the circumstance when an educator makes below expected academic growth with his/her students AND/OR receives and 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.

Improvement Statement

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

Desired Level of Performance

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

Specific Plan of Action

Actions to be Taken	Sources of Evidence That Will Be Examined

Assistance and 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.

Improvement Plan Progress Timeline

Date	Discussion Notes	Signatures

Improvement Plan Evaluation

Teacher Name: _____ Grade Level / Subject: _____

School Year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken:

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

Comments:

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

Teacher'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.

Professional Goal	Professional Dialogue	Rationale for Goal	Resources	Evidence	Met	Not Met

P123

_____/Date
 Certified Staff Signature

_____/Date
 Administrator Signature

First Semester

Comments:

Area of Reinforcement:

Area of refinement:

Affiliated Professional Goal:

_____/Date
Certified Staff Signature

_____/Date
Administrator Signature

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Second Semester

Comments:

Area of Reinforcement:

Area of refinement:

Affiliated Professional Goal:

Certified Staff Signature

/Date

Administrator Signature

/Date

Culminating

Comments:

_____/Date
Certified Staff Signature

_____/Date
Administrator Signature

	Ineffective	Developing	Skilled
Culminating Performance Rating			

Recommendations:

- I recommend this certified staff be given the appropriate contract per the negotiated agreement.
- I recommend non-renewal.
- Not applicable.

Rating for Professional Growth Plan:

- Skilled: Met all goals as outlined
 - Able to provide relevant evidence supportive of the documented rationale for each goal and shown growth in area of refinement with supporting evidence
- Developing: Met two out of three goals as outlined
 - Able to provide relevant evidence supportive of the documented rationale for two out of three goals and shown some growth in the area of refinement with limited supporting evidence
- Ineffective: Met none or one out of three goals outlined
 - Able to provide relevant evidence supportive of the documented rationale for one out of three goals, or provided incomplete evidence for one or more of the outlined goals and shown little growth in the area of refinement with lack of supporting evidence

Your Summary of Benefits



Educational Purchasing Council - Sidney Blue Access® (PPO) Effective October 1, 2015

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$200/\$400
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections ¹ : <ul style="list-style-type: none"> • allergy testing 	\$20/\$20 20%	30% 30%
Preventive Care Services Services include but are not limited to: <ul style="list-style-type: none"> • Medical History • Mammography¹ • Pelvic Exams • Pap testing • PSA tests • Immunizations¹ • Annual diabetic eye exam • Annual Vision and Hearing exams 	No copayment/coinsurance	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • facility/other covered services (copayment waived if admitted) Urgent Care Center Services	\$75 \$50	\$75 \$50
Inpatient and Outpatient Professional Services	10%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> • 60 days for physical medicine/rehab • 180 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> • Surgery and administration of general anesthesia 	10%	30%

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
®Registered marks Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services Including but not limited to: <ul style="list-style-type: none"> Home Care Services 30 visits non-network (excludes IV Therapy) Certain diagnostic outpatient services Hospice Care Ambulance Services 	10% 20% No copayment/coinsurance	30% 20% No copayment/coinsurance
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits) Limits apply to: <ul style="list-style-type: none"> Physical/Occupational Therapy: 60 visits Spinal Manipulation Therapy: 12 visits Speech Therapy: 20 visits 	Copayments based on place of service	Copayments based on place of service
Medical Supplies, Equipment and Appliances	20%	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Office Services (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	10% 10% \$20/\$20 10%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> Except Kidney and Cornea transplants³ 	No copayment/coinsurance	50%
Prescription Drugs: Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance excluding allergy testing (Network).
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Your Summary of Benefits

- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – unlimited visits/Calendar Year and unlimited visits/lifetime.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Your Prescription Benefit Plan Copay Overview

Sidney City Schools

10/01/2015

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	CVS Caremark Mail Service Pharmacy For long-term medications (Up to a 60-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$10 for a generic prescription	\$10 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$20 for a preferred brand-name prescription	\$20 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$30 for a non-preferred brand-name prescription	\$30 for a non-preferred brand-name prescription
Refill Limit	None	None
Maximum Out-of-Pocket	\$3,000 per individual / \$6,000 per family	
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS/caremark retail network.

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS/caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Visit www.caremark.com/faststart
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

7471-2PRTF-50_MOOP-0615

**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 5630-6310, 6319
Sidney City Schools**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges, implants, and dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services – bridges, implants, and dentures	60%	60%	60%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference. Please refer to your Plan Certificate for more information on payment to Nonparticipating Dentists.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Benefits for bitewing X-rays are unlimited. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.

- Sealants are payable once per tooth per three-year period for the occlusal surface of permanent bicuspid and molars up to age 14. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid once per tooth in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- Occlusal guards are payable once in any three-year period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per person total per Benefit Year on all services except orthodontics. \$850 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, periodontal maintenance and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

Waiting Period – Employees who are eligible for dental benefits are covered. Coverage for eligible employees who are actively at work is effective on the date specified by the employer. Dependent(s) effective date: Eligible dependent(s) will become covered under the Plan on the later of the dates listed below, provided the employee has enrolled them in the Plan within thirty (30) days of meeting the Plan's eligibility requirements. The date the employee's coverage becomes effective. The date the dependent is acquired, provided any required contributions are made and the employee has applied for dependent coverage within thirty (30) days of the date acquired. Newborn children shall be covered from birth, regardless of confinement, provided the employee has applied for dependent coverage within thirty (30) days of birth. Coverage for a newly adopted child shall be effective on the date the child is placed for adoption, provided the employee has applied for dependent coverage within thirty (30) days of placement.

Eligible People – All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Sidney City Schools (6310) and Sidney City Schools COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985), enrollees (6319). The Employer and Subscriber may share the cost of this plan.

Also eligible at your option are your legal spouse, your unmarried dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children to the end of the calendar year in which they turn 24 if a full-time student or eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application or separately on individual applications, but not both. Your dependent children may only be enrolled on one application. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits generally will cease on the last day of the month in which the employee is terminated or a dependent loses eligibility.

Customer Service Toll-Free Number: (800) 524-0149
www.DeltaDentalOH.com
 July 15, 2015

**SIDNEY CITY SCHOOLS
APPLICATION FOR LEAVE**

Name of Applicant

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

Date of Application: _____

Number of Days Requested: _____

Actual Date(s) used/requested (if partial days, please indicate AM or PM)

Type of Leave (Check one)

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

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

**Attach copy of subpoena.

Department

- Administration
- Classified, Non-OAPSE
- OAPSE Bargaining Unit
- SEA Bargaining Unit

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

1. Reason for Use of Leave:

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

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

Name _____

Address _____

Relationship _____

PERSONAL LEAVE - Use this space to describe emergency situations (if needed):

Updated 09/01/2015

Applicant's Signature

Date

Supervisor's Signature

Date

Superintendent's Signature

Date

- Approved Disapproved

**Sidney City Schools
Professional Leave Information**

Name of Applicant _____

Meeting to be Attended _____

Location _____

Dates Inclusive of Travel _____

1. Complete the following table with your estimated expenses:

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

Is this expense to be paid from other than General Fund?

Yes or **No**
(please circle one)

Record PO# before submitting actual cost for reimbursement

PO # _____

If yes, what fund? _____

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

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

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

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

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

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

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: 5/31/2018

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.

[Part A - NOTICE OF ELIGIBILITY]

Form generated by personnel.

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.
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 _____.

- 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 the 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.

Sidney City School District Bylaws & Policies

3217 - WEAPONS

The Board of Education prohibits professional staff members from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the Board for the purpose of school activities approved and authorized by the Board including, but not limited to, property leased, owned, or contracted for by the Board, a school-sponsored event, or in a Board-owned vehicle. Except as provided below.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

The Superintendent shall refer a staff member who violates this policy to law enforcement officials, regardless of whether such staff member possesses a valid concealed weapon license, except as provided below. The staff member will also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy and the terms of existing collective bargaining agreements.

Exceptions to this policy include:

- A. weapons under the control of law enforcement personnel, including contracted resource officers, other security personnel and Armed Response Team;
- B. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved (Working firearms and ammunition shall never be approved.);
- C. theatrical props used in appropriate settings;
- D. starter pistols used in appropriate sporting events;
- E. the board may permit CCW permit holders to possess or store weapons in their vehicle on school property;

Such permit holders must have specific written prior authorization from the superintendent to provide an exception to this policy.

- F. the board may designate specific employees to gain access to locked weapons and to use such weapons.

Such employees must have specific written prior authorization from the board to provide an exception to this policy.

Staff members shall report any information concerning weapons and/or threats of violence by students, staff members, or visitors to the principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

The Board directs the Superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises, and at school activities. The notices shall contain a statement substantially in the following form:

Unless otherwise authorized by law or Board policy, pursuant to Ohio Revised Code 2923.122, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance into a school safety zone.

The Superintendent shall conspicuously post such notices at each entrance of a school and/or school building and in areas inside the building where visitors are required to report. Notices shall also be posted at each entrance leading into a school activity (particularly those activities held outside of the school building) and parcel of land.

R.C. 2923.12, 2923.122, 2923.22, 3313.20, 2923.1961, 2923.122, 2923.19
18 U.S.C. 922

Revised 7/17/06

Revised 3/18/13

Revised 9/16/13

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

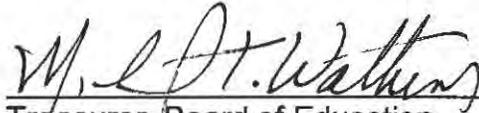
Contract Vendor Name: SEA Negotiated Agreement Sidney Board of Education

Contract Period: July 31, 2015 to August 1, 2019

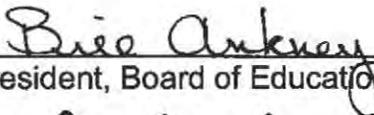
IT IS HEREBY CERTIFIED that the Board of Education of the Sidney City School District, Shelby County, Ohio, has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization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

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

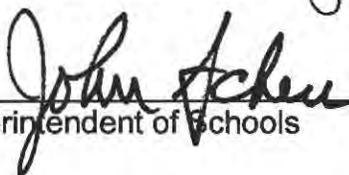
Dated: July 1, 2015



Treasurer, Board of Education



President, Board of Education



Superintendent of Schools