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## AGREEMENT

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between the

**SEBRING LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**SEBRING LOCAL EDUCATION  
ASSOCIATION**

**September 1, 2019 – August 31, 2022**

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## ARTICLE I – RECOGNITION

### 1.01 Statement of Recognition

Sebring Local School District Board of Education, hereinafter referred to as the “Board,” recognizes the Sebring Local Education Association, an affiliate of OEA/NEA, hereinafter referred to as the “SLEA”, as the sole and exclusive employee representative for all certified/licensed personnel and other positions not excluded under ORC 4117.

### 1.02 Definition of Bargaining Unit

The bargaining unit represented by the SLEA shall be defined as follows:

#### 1.021 Inclusions

All professional certified personnel employed by the Board, including part-time professional teachers, and guidance counselor.

#### 1.022 Exclusions

Day-to-day substitutes; the superintendent; administrators; supervisors; and any employee who has the authority to recommend the hire, the discharge, or the discipline of an employee or the authority to evaluate said employee or the authority to recommend resolutions to grievances.

### 1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Full-time Employee: An employee who is regularly assigned to work thirty-six and one-fourth (36 ¼) hours per week.
- C. Part-time Employee: Any employee who is regularly assigned to work fewer hours than the thirty-six and one-fourth (36 ¼) hours per week.
- D. Day: A calendar day.
- E. Workday: A day on which an employee is scheduled to report for work and the length of which is set forth in Article 5.10.
- F. School Day: The portion of the day when students are scheduled to be in attendance.

G. Immediate Supervisor: The principal, coordinator/director of special education to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by SLEA.

H. Superintendent: The Superintendent of the Sebring Local School District or his/her designated representative.

I. SLEA: The Sebring Local Education Association.

J. Board: The Board of Education of the Sebring Local School District.

K. Seniority: Seniority shall be defined as the employee's length of continuous service with the Board commencing from the employee's first day worked.

1. Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked.
2. Seniority for part-time employees shall be determined by totaling the number of hours on active employment status during the school year and dividing such total number of hours first by seven and one-fourth ( $7 \frac{1}{4}$ ) and then by one hundred eighty-four (184) to arrive at the amount of seniority to be credited to the employee for that school year.

3. Breaking of Seniority

A layoff that does not exceed twenty-four (24) months, time spent on disability retirement, or any Board-approved leave of absence shall neither be construed to constitute a break in seniority nor an accrual of seniority; however, an employee's seniority shall be broken upon resignation, permanent retirement, or discharge for just cause.

4. Exclusions

- a. Service rendered beyond the normal work year shall not be considered toward accumulated seniority.
- b. Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.

5. Breaking of Seniority Ties

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board first hired them. If a tie still exists, the employee who appears first on the Board agenda will be most senior.

- L. Bargaining Unit Work: Bargaining unit work shall be defined as all work included on the job descriptions of bargaining unit members. Aides may monitor study halls and perform other non-teaching monitoring duties. This provision shall not reduce a full-time employee to part-time status or result in a reduction in force.
- M. Agreement: The labor agreement between the SLEA and the Board.
- N. District: The Sebring Local School District.
- O. OCR: The Ohio Revised Code.
- P. Employee Unit: Employee classifications covered by the agreement.

1.04 Management Rights

The Board retains the sole right to manage the operation of the schools as described in ORC 4117.08C. The Board has the authority to:

- A. 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 Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;
- B. Direct, supervise, evaluate, and hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, and retain employees;
- F. Determine the adequacy of the work forces;

- G. Determine the overall mission of the school district;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the school district.

1.05

SLEA Rights

Recognition of the SLEA as the sole and exclusive employee representative shall entitle the SLEA to certain privileges not granted to any other employee representative, including but not limited to:

- A. The right to payroll deduction of membership dues in accordance with the following provisions:
  - 1. The Board agrees to deduct dues from the pay of certified employees when so authorized in writing by each employee.
  - 2. The deduction for those employees previously electing payroll deduction of dues and for employees authorizing the District Treasurer to deduct dues shall be made equally in accordance with Section 6.0153.
  - 3. The enrollment period for such deductions shall be from the first (1<sup>st</sup>) day of the school year until the sixth (6<sup>th</sup>) school day prior to the second pay date of the school year. Authorization shall be on a continuous basis from year to year unless a request for withdrawal of authorization is submitted to the District Treasurer and the SLEA President as provided in Section 1.05(A)(4).
  - 4. Such authorization for deduction of professional dues shall be irrevocable for periods of one (1) school year, except that authorization may be withdrawn during the first five (5) school days of each school year. Notification of withdrawal of deduction authorization must be submitted in writing, by the employee to the District Treasurer and to the SLEA President within the five (5) school day withdrawal period.
  - 5. The balance of the annual deduction shall be deducted from the final paycheck of the employee resigning his/her position, taking an unpaid leave of absence, or having his/her employment terminated after the second pay date of the school year during the term of this Agreement.

6. Individual authorization forms for dues deductions shall be furnished by the SLEA, and when executed shall be filed by the SLEA with the District Treasurer.
7. Dues deductions shall be transmitted by the District Treasurer to the SLEA Treasurer.
8. The right to refund to an employee such dues deducted from his/her salary shall lie solely with the SLEA.
9. Each employee shall sign and deliver to the SLEA and the District Treasurer a copy of the authorization form for payroll deduction of SLEA membership dues.

B. This section is null and void as a matter of law based on the Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. (2018), and will not be implemented, but is preserved should the law change in future years.

The right to assess a representation (fair share) fee of any employee who is not a member of the SLEA in good standing in recognition of the SLEA's services to the Employee Unit.

1. Payroll deduction of such fair share fee shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:
  - a. Sixty (60) days employment in a Bargaining Unit position which shall be the required probationary period, or
  - b. January 15<sup>th</sup>
2. The District Treasurer shall notify the SLEA President when a substitute teacher becomes a member of the Bargaining Unit as a result of teaching sixty (60) consecutive days in the same position.
3. 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.

4. The Association shall indemnify and hold harmless the Board, individually and collectively; the Administration, individually and collectively; and the Treasurer of the District, against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board, the Administration, or the Treasurer for the purpose of complying with any of the provisions of this Article.

C. The right to meet with employees during the school day without loss of pay as is necessary to discharge its obligation as employee representative provided such representation occurs during non-instructional time or has been given prior approval by the Superintendent.

D. The right of the SLEA representative(s) to represent employees at grievance and arbitration hearings. Whenever possible, said hearings shall be scheduled after the conclusion of the school day or at a time when school is not in session. If a time cannot be scheduled outside of a school day, then coverage will be provided for union representation affected and teacher.

E. The right of the SLEA to use the Board's regular daily intra/inter school mail in accordance with law.

F. The right of the SLEA faculty representatives/officers to use bulletin boards in each building designated for SLEA announcements.

G. The right of the SLEA to use school buildings for SLEA meetings provided that advance approval has been received from the building principal for attendance of more than eight (8) SLEA members.

H. The right of SLEA faculty representative/officers to use individual school equipment when such equipment is not otherwise in use.

1. The use of school equipment is strictly to service the legitimate business of the SLEA as it relates to membership.
2. Supplies in connection with use of such equipment will be furnished or paid for by the SLEA.

I. The right of the SLEA to use school phones for conducting SLEA business.

J. The right of SLEA representatives to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal. Permission to make announcements shall not be unreasonably withheld.

- K. The right of SLEA representatives to use the building public address system to make announcements subject to the prior approval of the building principal. Permission to make announcements shall not be unreasonably withheld.
- L. The right of the SLEA President to receive, upon request, a directory listing the names, addresses, phone numbers, and job assignments on record of the employees in the Bargaining Unit.
- M. The right of SLEA President and Lead Mentor to receive the names and teacher license numbers of newly hired employees within ten (10) days of the date of hire.
- N. The right of the SLEA President to receive a copy of the agenda of each Board meeting, previous Board minutes, agenda, and financial reports after they have been distributed to the Board members but in advance of the scheduled meeting and simultaneously with the media. The agenda shall include attachments of a public nature. A representative of the SLEA shall be permitted to address the Board at an appropriate time(s) during its regular or special meetings.
- O. The right of the SLEA President to receive a copy of the proposed regular school year calendar not less than one (1) regular Board meeting prior to the Board meeting at which the regular school year calendar appears as an item on the Board's agenda. The regular school year calendar shall not be finalized and approved by the Board until the Association is afforded a reasonable opportunity to collaborate with the Board orally and in writing regarding the proposed school year calendar.
- P. Board Policy/Rules

The SLEA shall be made aware of online documents for all Board policies, rules, regulations and procedures and any subsequent amendments as they occur.
- Q. Personal and Academic Freedom
  - 1. Private Life

The private life of an employee is not within the appropriate concern or attention of the Board, except as it may directly prevent the employee from properly performing his/her assigned functions during the work day. Teachers understand, uphold, and follow professional ethics, policies, and legal codes of professional conduct.

2. Rights of Citizenship

Employees will be entitled to full rights of citizenship, and no religious or political activities of any employee, or lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities are not violation of laws.

3. Censorship

The Board and the SLEA agree that academic freedom is essential to the fulfillment of the purposes of the District; fulfillment of current academic standards, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their teaching functions.

R. Job Descriptions

All job descriptions shall contain the following: (1) the job title; (2) the job title of the immediate supervisor; (3) the certification and other qualifications for the position; (4) a list of the job duties and responsibilities.

**ARTICLE II – NEGOTIATIONS PROCEDURE**

2.01 Initiation of Negotiations

A written request to commence negotiation of a successor agreement shall be submitted by the SLEA to the Superintendent or by the Superintendent to the President of the SLEA no earlier than one hundred twenty (120) days nor later than sixty (60) days before the expiration date of this Agreement unless agreed upon by both parties.

2.02 Scope of Negotiations

The Board shall meet with the recognized bargaining representative for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours, and other terms and conditions of employment of the employees and the continuation, modification, or deletion of an existing provision of this Agreement.

2.03 Meetings

Meetings between the negotiating team of the SLEA and the Superintendent and/or his/her official representative(s) shall be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. Negotiations shall be completed within sixty (60) days from the date of the first negotiation meeting, unless there is a mutually agreed upon extension.

2.031 Negotiations Representatives

Neither party shall have any control over the selection of the negotiation representatives of the other party. Both parties agree to limit their team to five (5) representatives. In addition to the five (5) representatives, OEA and SLEA representatives shall observe proceedings; however, either party may bring in others to address specific issues as needed. The negotiation representatives of each party shall be clothed with all power and authority necessary to make proposals, consider proposals, make concessions, and reach tentative agreements subject only to ratification by both parties.

2.032 Reporting Negotiations Progress

Interim reports of progress may be made to the SLEA by its representatives and to the Board by the Superintendent or his/her designated representative; however, each party shall be restricted to reporting to its own organization.

2.033 Media Releases

While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.

2.034 Written Proposals and Counterproposals

The parties shall make a good faith effort to present proposals and counterproposals in written form.

2.04 Disagreement

2.041 Mediation

At any time after the thirtieth (30<sup>th</sup>) day of the sixty (60) day negotiations period, either party may request mediation conducted under the auspices of the Federal Mediation and Conciliation Service. Upon such request by

either party, the parties shall submit a joint written request to the Federal Mediation and Conciliation Service to provide a mediator to facilitate bargaining. Mediation shall begin as soon as the mediator can be available and may continue until the expiration of the Agreement, and, if the parties mutually agree, may continue thereafter.

2.042 Cost of Mediation

Each party shall bear its own costs incident to mediation and they shall share equally any other costs for the mediation services.

2.05 Agreement

2.051 Final Agreement

When the parties reach a contractual agreement, it shall be reduced to writing by the Board or its designee and presented to the Board by the Superintendent and to the membership of the SLEA by its President or his/her designee.

2.052 Adoption of Final Agreement

Adoption of the aforesaid contractual Agreement shall be accomplished upon ratification by the membership of the SLEA and ratification by the Board. Signature of the completed contractual Agreement prepared by the Board or its designee shall occur within ten (10) days after ratification by both parties.

2.06 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the administration against any party involved in negotiations.

2.07 Reopening of Negotiations

Negotiations on the existing Agreement may be reopened on any item(s) at any time prior to the expiration of the Agreement, provided that both parties mutually agree to reopen negotiations on said item(s).

### ARTICLE III – GRIEVANCE PROCEDURE

3.01 Definition

A grievance is defined as a claim by an employee or the SLEA that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

3.02 Procedure

Grievances shall be handled as set forth in this Grievance Procedure.

3.021 Step 1; Informal Procedure

An employee who feels that he/she has a grievance shall, within fifteen (15) work-days after the employee knew, or should have known, of the event or condition upon which the grievance is based, discuss the grievance with his/her immediate supervisor. If the grievant determines that said discussion does not affect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the Grievance Procedure.

3.022 Step 2; Supervisor Level

The employee or the SLEA may present the grievance in writing to the employee's supervisor who shall arrange for a meeting to take place within five (5) workdays after receipt of the grievance. The SLEA's representative, the aggrieved employee, and his/her supervisor shall be present for the meeting. The supervisor must provide the employee and the SLEA with his/her written answer to the grievance within five (5) workdays after the conclusion of the meeting.

3.023 Step 3; Superintendent Level

If the grievance is not resolved at Step 2, or if the time limits are not met, the SLEA may, within five (5) workdays of receipt of the Step 2 decision or within five (5) workdays of the expiration of the response timeline, process the grievance to the Superintendent, or his/her designated representative. The Superintendent, or his/her designated representative, shall arrange for a meeting with the SLEA representative and the aggrieved employee to take place within five (5) workdays of his/her receipt of the appeal. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) workdays in which to provide his/her written decision to the SLEA.

3.024 Step 4; Board Level

If the grievance is not resolved at Step 3, or if the time limits are not met, the SLEA may process the grievance to the Board at its next regular meeting after the Superintendent's written response should have been rendered. Each party shall have the right to present at such meeting such

witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the SLEA.

3.025      Step 5, Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, then the SLEA may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The SLEA shall then request the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected according to the Voluntary Rules of the American Arbitration Association using the alternate strike method. Either party shall have the right to request a second list of arbitrators. If a demand for arbitration is not filed within thirty (30) workdays of the date for the Board's Step 4 answer, then the grievance will be deemed withdrawn.

3.0251      Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement and he/she shall have no powers to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement.

3.0252      Expedition of Grievances

If the SLEA and the Superintendent agree, Step 1, Step 2 and/or Step 3 of the grievance procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator above the immediate supervisory level may be filed by the SLEA at Step 3.

3.0253      Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an SLEA representative at all levels beginning at Step 1.

3.0254 Authority by SLEA to Skip Steps

The SLEA has the right to skip grievance steps without penalty in events that the supervisor is the Superintendent.

3.03 Time Limits

3.031 Definition of "Workday" During Summer

When a grievance is submitted on or after the last teacher workday, "workday" shall be defined as a week day so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that a reasonable effort will be made to expedite the grievance process.

3.032 Waiver

If the grievance is not initiated within fifteen (15) workdays after the grievant knew, or should have known, of the event or condition upon which the grievance is based, or advanced within the timelines once filed, the grievance is considered waived.

3.04 Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The cost and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the SLEA.

3.05 Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcript shall be divided equally between the parties.

3.06 Record Keeping

All documents, communications, and records dealing with the processing of a grievance should be filed separately from the personnel file of any employee involved.

## ARTICLE IV – LEAVE POLICIES

### 4.01 Personal Leave

#### 4.011 Definition

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any time other than during the regular school day without creating an undue hardship.

#### 4.012 Notification for Use of Personal Leave

Notification for use of personal leave should be made in kiosk or equivalent at least three (3) days in advance, but exceptions may be made to this rule in emergency situations.

4.0121 Employee shall receive written notice of approval or denial within forty-eight (48) hours of submission for all leave defined under Article IV.

#### 4.013 Entitlement to Personal Leave

4.0131 Except as set forth below, each bargaining unit member shall be granted three (3) unrestricted personal days per school year without loss of salary.

4.01311 In the event of any bargaining member requesting a personal day within the last ten (10) days of the student school year, the member may be granted a personal day at no cost to the district, provided the member obtains coverage, so that the member may attend a child or step child's school event.

4.0132 Personal leaves shall not be used for gainful employment.

4.0133 Personal leave will not be approved on the day preceding or following a scheduled school holiday period or during the last ten (10) days of a school year except upon approval by the Superintendent for an emergency or unforeseen event. Holiday period is to include Thanksgiving, Christmas/New Year's, Easter, and Memorial Day.

4.0134 If the number of employees requesting personal leave on the same day exceeds ten percent (10%) of the total number of employees in the bargaining unit, the leave will be granted on a

priority basis to employee(s) in the order said employee(s) submitted a written request.

4.0135 Unused personal leave days shall accumulate as sick leave at the end of each school year or will be reimbursed no later than the first pay in August of each school year at the rate of \$90 per day for one full unused day, \$110 per day for two full unused days, and \$130 per day for three full unused days.

4.02 Sick Leave

4.021 Entitlement to Sick Leave

4.0211 Employees may use sick leave upon the approval of the Superintendent for absences due to illness, pregnancy, injury, exposure to contagious disease, for illness or death in the employee's immediate family, and doctor's appointments. Sick leave may be used during the eight (8) weeks immediately following the birth of a child for illness or nonmedical reasons. After eight (8) weeks, sick leave will only be granted for illness described in 4.0211 as listed above.

4.0212 Immediate family shall be interpreted to include the employee's father, mother, brother, sister, husband, wife, child, grandchild, grandparents, all in-laws serving in the same capacity as above, power of attorney or any member of the household who has stood in the same family relationship with the employee as any of these.

4.022 Accrual of Sick Leave

Full-time employees shall accrue to their credit fifteen (15) days sick leave per year at a rate of one and one-fourth (1 ¼) days per month for each year under contract.

4.023 Transfer of Accumulated Sick Leave

An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer with him the amount of his accumulated sick leave.

4.024 Justification for Use of Sick Leave

The Superintendent may require an employee to use kiosk or equivalent which is furnished by the Board to justify the use of sick leave. Falsification of said statement shall be grounds for disciplinary action

(reference Section 3319.141, Ohio Revised Code). If an employee is on sick leave for more than ten (10) consecutive working days, an attending physician's release to return to work is required.

4.025 Sick Leave Advance

Each new full-time employee shall be advanced five (5) days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed, such employee may not be lawfully advanced additional sick leave credit. The five (5) day advance is to be deducted from the future accumulation of sick leave credit the employee earns on the basis of completed months of service (reference Section 3319.141, Ohio Revised Code).

4.026 Sick Leave Accumulation

Accumulation of sick leave credit shall be limited to two hundred eighty (280) days.

4.027 Sick Leave Bank Guidelines

The purpose of the Sick Leave Bank (SLB) is to provide paid days for extended personal illness or family illness to SLEA members who have exhausted their accumulated sick and personal days and who are experiencing prolonged, catastrophic, or family illness. The SLB shall be governed by the following.

- A. The bank will operate on a strictly voluntary basis.
- B. Any bargaining unit member with a bank of unused sick days may elect to transfer any portion of accumulated days of sick leave to members of SLEA.

Procedure

Each bargaining unit member who wishes to participate may donate a maximum of five (5) accumulated sick days per year. No initial donation of days is required. The SLB is established to process requests and accommodate transfer of days.

If an SLEA member needs additional sick days and has exhausted all sick, and personal, the following steps must be taken:

- a. A doctor's statement that includes a description of the illness or injury, the anticipated period of recuperation, and the anticipated date of the member's return to work must accompany all written requests for withdrawals.
- b. Provide verification that he/she has been under the care of a licensed physician.
- c. Make written request to the SLB Committee for sick leave donation in any increments.
- d. Once the SLB Committee has received a request, all SLEA members will be asked if they wish to donate a day(s) to the requesting member who shall be identified. Requests will be conveyed through school email. Members who wish to donate day(s) have five (5) days to respond via school email. Following the five (5) days, the SLB Committee will notify the requesting member and treasurer's office of the results. If a volunteering member's sick days are being used, they will be notified. Donating member responses will be on a rotating basis. Once the requested number of days has been reached, all members will be notified.
- e. The SLB is not to be used to supplement leave for childbirth (natural or caesarean section). However, complications arising out of pregnancy or childbirth may be considered by the SLB Committee.
- f. A member may only use up to a maximum of thirty (30) donated days from the SLB per school year.
- g. Voluntary donation days to SLB will not be refunded and shall be used as needed by multiple bargaining members; however all unused days will be rolled over to the next year.
- h. SLEA will provide the treasurer with an updated copy of the procedures, rules, and regulations of the SLB, along with amendments, prior to their implementation.
- i. All written requests for withdrawal shall be in writing, shall be verified by the committee, and may

be submitted in behalf of an employee by another person when necessary because of the incapacity of the employee.

- j. After review of the request form and the supporting documentation, the Committee may grant all of the days requested (within the limits set forth herein), a portion of the number of days requested, or none of the days requested. All applications will be reviewed on an individual basis.
- k. An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. All written requests will be reviewed on an individual basis.
- l. Should extreme/extenuating circumstances, the Committee may consider requests beyond the thirty (30) day limit on a case by case basis, with no guarantee of request being granted.

Committee:

A SLB Committee shall be appointed by the SLEA. The Committee shall establish rules and regulations and make decisions required to administer the Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein.

4.028 Low Absenteeism Credit

Employees who during the entire school year:

- 1) use none of their sick leave days shall receive four hundred dollars (\$400.00);
- 2) use one (1) day of sick leave shall receive three hundred dollars (\$300.00);
- 3) use two (2) days of sick leave shall receive two hundred dollars (\$200.00).

This attendance credit shall be given to the employee by the first pay in July of the school year in which it was earned.

4.03 Bereavement Leave

4.031 No more than three (3) days of bereavement leave per occurrence, or six (6) days per year, shall be granted to an individual SLEA member for the school year due to death in the immediate family, which shall be interpreted to include the employee's father, mother, brother, sister, husband, wife, child, grandchild, grandparents, aunts, uncles, all in-laws serving in the same capacity as above, power of attorney or any member of the household who has stood in the same family relationship with the employee as any of these.

The bereavement leave may be used for the actual funeral, for grieving, or for business related to the death as needed. Unless the day or days are needed to attend a memorial service, all bereavement leave must be taken within ten (10) workdays of the death. Additional bereavement days may be taken from sick leave, but may only be used for death in the immediate family as defined above. SLEA members will also be permitted to attend funerals or services to support colleagues and/or students or to grieve their loss.

4.032 An employee shall be granted bereavement leave to mourn the loss of his/her own child due to miscarriage.

4.04 Assault Leave

4.041 Entitlement to Assault Leave – School Related Issues

4.0411 Any employee who is absent from work due to a disability resulting from an assault which occurred in the course of or as a result of Board employment shall be maintained on full pay status during the period of his/her absence up to a maximum of thirty-two (32) school days per assault. After the first seven (7) days of the employee's absence, the pay of any employee on assault leave shall be reduced by the amount received by that employee, if any, for worker's compensation as a benefit to cover loss of pay sustained for the injury. However, the employee's pay shall not be reduced by benefits received from worker's compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines, and/or rehabilitation services.

4.0412 Leave granted under this provision shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code.

4.042 Justification for Use of Assault Leave

An employee desiring assault leave shall file in kiosk or equivalent and shall file a report with law enforcement. If medical attention is required, the employee shall provide a certificate from a licensed physician stating the nature of the disability and its probable duration.

4.05 Professional Leave

4.051 Entitlement to Professional Leave

4.0511 An employee may be granted leave with pay for attendance at SLEA meetings and conferences, or at meetings, conferences and visitations of a professional nature that will add to or reflect growth in their current licensure and teaching position, or if the athletic director, upon prior approval of the Superintendent. In addition to the paid leave, the employee shall be reimbursed for actual cost of registration, transportation by common carrier, and housing at the cost of a double-room rate unless a single room is required, providing receipts are submitted. Reimbursement shall be at the IRS mileage rate and up to forty dollars (\$40.00) per diem for meals. Expense reimbursement as described above shall not be applicable to attendance at OEA Representative Assemblies and conferences relative to labor relations.

4.0512 Attendance at such meetings or conferences can be of a specific or general education program and need not be in the same specific category of the employee's normal assignment field

4.0513 The Superintendent shall approve up to three (3) days for observation of other educators in or out of district for professional growth.

4.052 Employment of Substitute for Employee on Professional Leave

When leave is granted under the provisions of this section, the Board shall provide a substitute or class coverage by certified personnel.

4.053 Requests for Professional Leave

Requests for said leave shall be made to kiosk or equivalent at least ten (10) days prior to the date of requested leave.

4.06      Court Leave

Leave for court appearances shall be defined as an absence that is precipitated by an employee being subpoenaed as a witness for a matter regarding the District or to testify regarding a student or selected as a juror. SERB is considered a court according to SLEA. Such leave shall be without loss of pay or other leave.

4.07      Sabbatical Leave

Sabbatical leave for study or research or for teaching in a foreign country may be granted by the Board upon request of employees who have completed seven (7) years of service in the District subject to the following conditions:

4.071      Submission of Plan for Sabbatical

The employee shall present a plan for professional growth to the Superintendent for his approval and authorization of sabbatical leave. At the conclusion of the leave, the employee shall provide evidence that the plan was followed.

4.072      Frequency of Sabbatical

No employee may be granted such leave more often than once for each seven (7) years of service nor shall an employee be granted such leave for a second time when other employees have filed a request for such leave.

4.073      Limitation on Sabbatical

Sabbatical leaves shall not be granted to more than five percent (5%) of the professional staff during a given period.

4.074      Employment Commitment While on Sabbatical

An employee who is granted sabbatical leave shall be required to return to the staff of the school system for at least one (1) year. If he/she does not return for one (1) year, he/she shall be required to refund the Board monies paid as compensation during such leave.

4.075      Duration and Pay While on Sabbatical

A sabbatical leave may be granted for one (1) semester, one (1) full school year, or for the last semester of one (1) school year and the first semester of the following year. An employee while on sabbatical leave shall receive the difference between the pay paid to his replacement and the new pay which the employee would have received if teaching at the District.

4.076 Application Timelines for Sabbatical

Application for sabbatical leave shall be made in writing and addressed to the employee's immediate supervisor not later than February 15 or October 15 preceding the school term within which the leave is desired. The Board must take action on any application submitted on or before the October 15 deadline not later than December 15. The Board must take action on any application submitted on or before the February 15 deadline not later than April 15.

4.077 Assignment after Sabbatical

If said leave did not exceed a period of one (1) semester, upon return from leave the employee shall be restored to his/her former position. If said leave exceeded one (1) semester, upon return from leave, the employee shall be restored to his/her former position or a comparable position at the discretion of the Superintendent.

4.078 Replacement While on Sabbatical

Such leave shall not be granted unless there is available a certified replacement for the employee requesting such leave.

4.079 Service Credit While on Sabbatical

Regular annual salary increments shall be given for the time of leave as if the employee had performed service to the school during the period of leave.

4.0710 Insurance on Sabbatical

Insurance coverages provided for under this Agreement shall be provided to any employee during the term of his/her sabbatical leave.

4.08 Parental Leave

4.081 Entitlement to Parental Leave

Parental leave of absence shall be granted, upon request, to an employee who becomes pregnant or who becomes a parent by childbirth or adoption. Said leave shall be an unpaid leave of absence and shall be granted for a full school year or part of the school year in which it is requested. Parental leave for pregnancy may begin at any point of the pregnancy and shall continue through the disability connected with the delivery. Upon request of the employee, parental leave may be extended for a period up to

one (1) additional school year, provided the request is made in writing to the Superintendent on or before July 1 immediately preceding the school year for which the extension is requested.

4.082 Application for Parental Leave

Application for a parental leave shall be made in writing to the Superintendent not later than thirty (30) workdays prior to the effective date for such leave. The parental leave request shall state the anticipated duration of the leave. In the case of parental leave for pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

4.083 Reassignment to Duty

4.0831 An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedure:

- A. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the Superintendent in writing by certified mail not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.
- B. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the Superintendent in writing by certified mail not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.
- C. An employee whose leave of absence begins after March 1 and expires prior to the beginning of the Fall semester shall notify the Superintendent in writing by certified mail not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

4.0832 Reinstatement of the employee to duty following a leave of absence shall be made after the proper notification has been submitted and no later than the beginning of the next semester.

4.0833 An employee returning from leave of absence shall be reinstated to the same position held prior to the commencement of leave or to a comparable position.

4.09 Leave Without Pay

4.091 Entitlement to Leave Without Pay

Upon the written request of an employee, the Board may grant a leave of absence without pay for a period from one (1) day and not more than two (2) consecutive school years for educational, professional, or other purposes, and shall grant such leave where illness or other disability is the reason for the request.

4.092 Return to Duty

Upon return to duty at the expiration of such leave, the employee shall resume the contract status that he held prior to such leave.

- A. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the Superintendent in writing by certified mail not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.
- B. An employee whose leave of absence shall expire prior to the beginning of the Spring semester shall notify the Superintendent in writing by certified mail not later than December 1 if he/she intends to return to active duty at the beginning of the Spring semester.

4.10 Family and Medical Leave

Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties agree that all benefits guaranteed by the Act will be provided to eligible employees covered by this Agreement.

## **ARTICLE V – RIGHTS AND RESPONSIBILITIES**

### **5.01      Vacancies**

#### **5.011      Definition of Vacancy**

A vacancy in an employee position shall exist when the following occurs, unless the Superintendent and the SLEA President agree not to fill the position:

- A.      An employee dies;
- B.      An employee resigns;
- C.      An employee retires;
- D.      An employee's employment is terminated or non-renewed;
- E.      An employee is transferred/reassigned;
- F.      An employee is promoted;
- G.      An employee's unpaid leave of absence is of a duration of more than one (1) year; or
- H.      A new position is created.

#### **5.012      Posting of Vacancies**

Within three (3) days after the occurrence of a vacancy as set forth in 5.011, the Superintendent shall post to the District website, email to staff, and on the bulletin board in the faculty lounges in each building written notice of such vacancy (see Appendix E). The SLEA President shall receive a copy of the notice on or before the date of posting. During summer recess said notices shall be emailed to the employees.

#### **5.013      Notice of Vacancies**

Each notice of vacancy shall include the building(s) of assignment, the subject(s) to be taught, the grade level(s), and the qualifications required of each applicant (see Appendix E). In the case of newly-created positions, said notice shall also stipulate the compensation for the position.

5.014 Filling of Vacancies

Employees shall have ten (10) days to bid on the vacancy.

5.0141 If no qualified employees bids on the vacancy within the ten (10) day posting period, the Superintendent may fill the vacancy.

5.0142 If the event a vacancy occurs during the summer recess, said vacancy may be filled ten (10) days after the date of the email notification. If a vacancy occurs within ten (10) days of the first day of the school year, the Superintendent and the President of SLEA shall agree upon the procedure to be followed to fill the vacancy.

5.0143 When the qualifications of two (2) or more applicants for a vacancy are essentially equal, preference shall be given to the senior qualified employee in filling the vacancy.

5.015 Restrictions

5.0151 The implementation of Section 5.014 shall be subject to the provisions of Sections 5.0533 and 5.0534 of this Agreement.

5.0152 The Superintendent shall determine whether or not a vacancy (excluding a new position) occurring during the school year shall be filled by a substitute or posted in accordance with Section 5.012.

5.02 Notice of Reassignment

By May 15 of each year, the Superintendent shall notify each employee of any change in his/her tentative assignment for the ensuing school year. Said notice shall include the subject(s) to be taught and grade level(s), the number of assigned classes in each subject, and the building(s) of assignment. When a change in an employee's assignment is necessitated by changes in staffing requirements occurring after the end of the school year, such change may be made after notification to the employee.

5.03 Seniority List

5.031 Posting of Seniority List

The Board shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked, the date of hire, the area(s) of certification and the years of seniority for each employee. Such postings shall be made in September of each work year. The

President of the SLEA shall be provided with a copy of the seniority list prior to posting.

5.0311 The names of employees on the seniority list shall appear in seniority rank order, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

5.0312 All areas of certification will be included on the list for each employee.

5.032 Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after the posting of the seniority list in which to advise the Board in writing of any inaccuracies that affect his/her seniority. No protest shall be considered after thirty (30) days of the posting of the seniority list, and the list shall be considered as final until the next posting. The Board shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated list immediately. If the employee is unable to resolve his dispute regarding placement on the seniority list, the employee may file a grievance.

5.04 Transfer & Reassignment

5.041 Definitions

5.0411 Definition of Transfer

A transfer shall be defined as a change in the building in which an employee teaches.

5.0412 Definition of Assignment

An assignment is the grade level or subject area taught within a building.

5.0413 Definition of Reassignment

A reassignment is a change in the grade level or subject area taught within a building.

5.0414 Definition of Voluntary Transfer/Reassignment

A voluntary transfer/reassignment is a transfer/ reassignment that is requested by the employee.

5.0415 Definition of Involuntary Transfer/Reassignment

An involuntary transfer/reassignment is initiated by the Superintendent.

5.0416 Definition of Comparable Evaluation

Comparable evaluations are defined as having the same summative ratings (Accomplished = accomplished, Skilled = skilled). If summative ratings are the same, the seniority will determine the reduction in force.

5.042 Types of Transfer/Reassignment

5.0421 Voluntary Transfer/Reassignment

Voluntary transfers/reassignments shall be based on seniority when all other qualifications advertised on the posting of vacancy notice are deemed equal.

5.0422 Involuntary Transfer/Reassignment

A. An involuntary transfer is the reassignment of an employee from one building to another, or a change in the employee's grade level or subject area taught, initiated by the Superintendent, in consultation with the SLEA President.

B. When it becomes necessary to implement an involuntary transfer, said transfers shall be based on comparable evaluations and seniority when all other qualifications advertised on the posting of vacancy notice are deemed equal.

C. Prior to the implementation of an involuntary transfer/reassignment, the employee's immediate supervisor shall confer with the employee explaining the reason(s) for the transfer/reassignment and lending assistance to the employee in making a smooth transition to the new assignment.

D. The involuntary transfer/reassignment of an employee shall be implemented in a manner that is not arbitrary or unreasonable.

5.05 Reduction in Force

5.051 General Procedures

5.0511 The reasons for a reduction in force shall be as follows: return to duty of regular teachers after a leave of absence, suspension of schools, territorial changes affecting the District, financial reasons, or other reasons set forth in Ohio Revised Code 3319.17.

5.0512 The number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who die, retire, resign, are reassigned or transferred, or are nonrenewed or terminated.

5.0513 Not later than May 15 preceding the school year in which a reduction in force is expected to occur, the Superintendent shall provide written notice to the SLEA President of the anticipated reduction in force. Said notice shall list the positions (subject area and grade level) and the employees the Superintendent expects will be affected by the anticipated reduction in force.

5.0514 Not later than May 24, the Superintendent shall provide written notice to each employee he expects will be initially reduced in force by the anticipated reduction in force. Said notice shall state that the Superintendent expects that the employee's position will be reduced.

5.0515 Thirty (30) days preceding the date of implementation, the Board shall provide written notice to the SLEA President of its intent to proceed with the implementation of the reduction in force through the suspension of contracts and shall present the documentation to justify the reduction in force.

5.0516 Prior to the Board action on reduction in force, the SLEA shall be given the opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing its views on the proposed reduction in force.

5.0517 If a dispute occurs with regard to the justification for the reduction in force, the matter shall be submitted to expedited

arbitration in accordance with the procedures established by the American Arbitration Association.

5.052 Determination of Reduction in Force List

- 5.0521 Seniority shall be considered when making a decision between teachers who have comparable evaluations, the only exception being that employees with continuing contracts shall be granted greater seniority than employees with limited contracts in determining the order of contract suspension.
- 5.0522 A formal statement list shall be prepared indicating the specific positions to be abolished.
- 5.0523 A reduction in force list shall be prepared by applying the following steps until all necessary reductions have been accomplished.

The least senior certificated employee(s), based on comparable evaluations as defined in 5.0416, from the position(s) to be abolished in keeping with the seniority list.

- 5.0524 Prior to Board action to effect a reduction in force, an employee whose contract is to be suspended as a result of a Reduction in Force Program shall be given written notification by certified mail or signed hand delivery that his/her employment shall be suspended. The notice shall state the reason for such suspension.

5.053 Reinstatement of Employees from the Reduction in Force List

- 5.0531 All employees whose contracts are suspended as a result of a Reduction in Force Program shall be placed on a list stating years of continuous service to the District and subject(s) certified to teach.
- 5.0532 An employee on the reduction in force list shall be offered reinstatement to position(s) for which certificated, as set forth on said Reduction in Force List, as positions become available, with seniority being considered for teachers who have comparable evaluations. (See 5.0416.)
- 5.0533 When a vacancy(s) occur, the Board shall send a certified letter to all employees certified for the position. This letter will be sent to the employee's last known address. It is the employee's responsibility to keep the Board informed of his/her

whereabouts. The employee shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that employee indicating availability and desire for such position who has the greatest seniority. If the employee fails to notify the Board within the specified period of time, or if the employee rejects the offered position, said employee shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District. The position will then be made available to the next eligible employee on the Reduction in Force List.

5.0534 Transfers of employees employed but not affected by the Reduction in Force Program shall be limited to positions not affected by said Program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be staffed first from the employee Reduction in Force List. Transfers may be made to a position affected by the Reduction in Force Program after the position(s) has been offered to all properly certificated employees on the Reduction in Force List.

5.0535 No employees new to the District shall be employed until all properly certified employees on the Reduction in Force List have been offered reinstatement to a position in accordance with the provisions of this policy.

5.0536 Upon recall, all rights related to contract status, salary and fringe benefits shall be fully restored; however, no credit on the salary index shall be given for time spent on suspended status.

5.054 Additional Provisions

5.0541 Employees on layoff status will be given preferential consideration as substitute employees. However, employment as a substitute will not disqualify that employee from placement or continued placement on the Reduction in Force List.

5.0542 Employees on layoff status shall have the right to remain in all Board-provided insurance programs at their own expense for a period not to exceed two (2) years.

5.0543 Employees on layoff status shall be provided with notice of every vacancy for which they are or may become certified in accordance with the provisions of Section 5.0533. It shall be

the obligation of the employee to notify the Board of any credentials acquired while the employee is on layoff status.

5.0544 An employee affected by a reduction in force shall be granted the rights herein stated for a period not to exceed two (2) years, beginning from the date of contract suspension.

5.06 Just Cause

5.061 Definition of Just Cause

No employee shall be adversely evaluated, disciplined, non-renewed, or reduced in rank or compensation without just cause.

5.062 Just Cause Initiation

For employees hired after October 1, 1989, the just cause protections appearing in 5.061 above shall not apply during the first two (2) years of employment with respect to non-renewal.

5.07 Evaluation Procedure

5.071 Evaluation Committee

The committee shall be comprised of five (5) association members appointed by the association president and three (3) members appointed by the board or its designee.

Committee members shall serve staggered terms of not more than two (2) years.

Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

5.0711 Committee Authority

The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluations.

The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to implementation of the evaluation procedure or prior to any modification or amendment of the same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

The board shall amend its evaluation policy to conform to the terms of this agreement.

If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association.

In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

**5.0712 Compensation**

Any committee work performed outside of the contractual work day shall be paid at a rate of twenty-five (\$25) per hour.

**5.0713 Introduction**

It is understood that the OTES procedures set forth below are in effect for the 2019-2020 school year, or until such time as the ODE issues new requirements. At such time, the OTES Committee will meet to determine recommended changes to the OTES procedure.

This Article aligns with the current Standards for the Teaching Profession set forth in State law, as well as the State Ohio Teacher Evaluation System model (OTES); any part thereof

which may conflict with State law at any time will be considered null and void. In the event that law or ODE directives change subsequent to the date of this Agreement, the parties to the Agreement will convene within 30 days of the announcement of the effective date of such changes, to make alterations. If the change in law eliminates the "student growth" component, that component will be eliminated from the evaluation procedure until such time as a new procedure is negotiated.

One (1) full evaluation will be made before the reporting period for eTPES. One (1) every three (3) years for Accomplished Rated, one (1) every two (2) years for Skilled Rated, and one (1) each year for Developing Rated and Ineffective Rated in accordance with Articles 5.0713 F and 5.0713 I.

A. Guidance Counselor Evaluations

In accordance with changes in Ohio Law, guidance counselors shall be evaluated in accordance with the timelines and procedures which are applicable to teachers subject to OTES as contained within the Memorandum of Understanding attached and included in this Master Agreement. However, the forms utilized for guidance counselor evaluations shall be included in this Master Agreement as Appendix \_\_\_\_.

B. General procedures for evaluation:

1. The major goal of teacher evaluation is to promote student achievement through improving teacher performance.
2. All monitoring and observation of the performance of teachers in connection with evaluations will be conducted openly, with the full knowledge of the teacher. The teacher will receive a copy of all written reports. These reports will be discussed with the teacher, and specific suggestions for improved ratings will be documented. There shall be no less than five (5) weeks between observations.

3. One (1) formal written evaluation will be made each school year by the certified administrator in accordance with Articles 5.0713 F and 5.0713 I. Three (3) copies of each such evaluation are to be made. The teacher is to sign all copies to indicate that he/she has examined them. One copy is kept in the principal's files; the second copy is sent to the Office of the Superintendent; the third copy is retained by the teacher. Any teacher who disagrees with an observation and/or final evaluation may make a written reply prior to the last work day, which will be attached to the evaluation and copies thereof, and which will be retained as part of the evaluation record. The teacher may sign the evaluation document at the end of the post conference, or may return a signed copy to the principal within forty-eight (48) hours. The teacher's signature on the evaluation does not signify agreement, but merely that he/she has examined the document.

C. The Evaluation Process will consist of these basic steps:

1. Walkthrough duration will be no longer than 10 minutes with a frequency of no more than 5 in any given year. Feedback due by the end of the following work day. (See Appendix A)
2. A pre-observation conference conducted by the evaluator and teacher, for the purpose of delineating major areas of the Performance Rubric to be observed and the date/time of the observation, along with the timely provision of any information the evaluator and teacher may need to prepare for the observation. This form will be used across the district. (See Appendix B)

3. All observations will be preceded by the pre-conference, and each teacher will be given at least five (5) working days' notice of the pre-conference date. Pre-conferences will be scheduled within five (5) working days prior to the scheduled observation date and may be scheduled during a teacher's planning period. Should the teacher or the evaluator be absent, then the five (5) working day requirement will be extended by the number of days the teacher or evaluator are absent from school.
4. If requested by the teacher or if scheduled by the evaluator, a post-observation conference will be held within ten (10) workdays of the observation, conducted by both parties, for the purpose of discussing what was observed, the conclusions of the evaluator, and the provision of guidance for any suggested changes recommended. The conference may be scheduled during a teacher's planning period. No form will be required. A discussion will take place and supplemental evidence will be taken into consideration before any rating is assigned.
5. The evaluator will provide the teacher with a written report of the observation at least two (2) working days prior to the scheduled post conference. The evaluator will provide a tentative rating and the cover sheet that shows the refinement and reinforcement areas. Should areas of concern be identified, recommendations for improvement will be included in the scripting report and in the post-conference discussion. This will allow for evidence to be gathered

for a rebuttal during the post conference. (See Appendix C)

6. Similarly, each teacher's observation will be discussed with him/her in a post-conference, if requested by the teacher within one (1) work day of the observation report. These conferences provide an opportunity for discussion of the teacher's strengths and significant contributions, and for constructive suggestions as to how the teacher can grow professionally in any area where weakness is indicated.
7. The preparation of a final, summative evaluation of a teacher based on walkthroughs, supplemental evidence provided by the educator, and formal observations, in combination with student growth data. (See Appendix D)
8. The preparation of either a growth plan (See Appendix E) improvement plan (See Appendix F) for the teacher, based on the final summative rating. (See section J)
9. The Administrators enter ratings into eTPES for their portion of the OTES evaluation. Teachers are responsible for entering their ratings into eTPES for their portion of the OTES evaluation.

D. Position Applicability - This article applies to those employees who fall into any one of the following categories:

1. A bargaining unit member who provides support instruction, in a regular education classroom, for more than fifty percent (50%) of their contractual day yet is not the teacher of record, will use Shared Attribution for all students and subjects serviced as a growth measure to inform the evaluation (i.e., Title I

Reading Teachers, English as a Second Language/English Language Learners Tutors).

2. A bargaining unit member who provides support instruction, in a regular education classroom, for less than fifty percent (50%) of their contractual day, yet is not the teacher of record, will use a Student Learning Objective (SLO) to measure student growth (i.e., Intervention Specialists).
3. The following specific positions are not considered teachers for the purposes of this Article, but will have a different evaluation process and forms designed at a later date by consultation between SLEA and administration: Guidance Counselor, School Nurse, and persons operating under administrative certificates, and any person who is not a member of SLEA. Unless it is known by the sixtieth (60th) consecutive day worked that a substitute teacher will work one hundred twenty (120) continuous days in a year, this evaluation system does not apply to such sub.
4. Teachers (both the intervention specialist and the regular education teacher) working in a co-teaching environment will equally share the student growth measure.

E. Evaluator Qualifications

1. The Superintendent of Schools has charged the Sebring Local Schools credentialed and certified administrators with the responsibility of evaluating the staff each year. It is agreed and understood that the administrator assigned to do evaluations will be within their building of assignment, except in

emergency situations, and then, there will be a meeting between affected teachers and administrators to mutually agree on another evaluator. The Special Education Director may also be used to conduct evaluations of special education teachers.

2. No member of the bargaining unit is to evaluate another member, except as may be otherwise provided in the SLEA Agreement for peer review (will remain confidential and will never be referenced in evaluation processes). All OTES evaluations are to use the processes and forms set forth in this Article, and will be conducted openly, with the full knowledge of the member. All evaluation instruments and reports will be communicated to members; failure to abide by deadlines and procedures set forth herein is grievable. All reports will be discussed with the teacher as provided herein, and a union representative may be present upon the teacher's request; however, such a request will not negate or delay any deadline set forth herein.
3. Each teacher evaluation conducted under this policy will be conducted by a person: 1) who is eligible to be an evaluator in accordance with O.R.C. 3319.111 (D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

F. Effectiveness Ratings

1. There will be one (1) annual evaluation for each teacher; each such evaluation will produce one (1) of four (4) Effectiveness Ratings:

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

2. Effectiveness ratings are based on a combination of two categories:

- a. Evaluator's walkthroughs, supplemental evidence provided by the educator, and formal observations of teacher performance
- b. Data obtained from student growth measures.

Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty percent (50%) will be attributed to measures of student growth.

G. Teacher Absences

For any teacher who was on leave from the school district for fifty percent or more of the school year, as calculated by the Board, the teacher shall not be evaluated. The District may choose to use the evaluation from the previous school year.

H. Calculating Teacher Performance

The forms to be used in determining teacher performance are aligned to the Ohio Standards for the Teaching Profession, and the Ohio Teacher Performance Rubric, reflected in Appendix C, are displayed herein. Walkthrough (Appendix A), Pre-Conference (Appendix B), Cover page for evaluation (Appendix D), Professional Growth Plan (Appendix E) and Improvement Plan (Appendix F).

**L Evaluation Timeline**

1. District administrators will conduct observations of each teacher following the guidelines stated below.

a. Continuing Contract - Accomplished

Full Evaluation every 3 years  
(2 thirty-minute observations  
and walkthroughs - eTPES  
communicated)

Every year – at least one (1)  
observation and at least one  
(1) conference; conference  
must include discussion of  
progress on Professional  
Growth Plan.

b. Continuing Contract - Skilled

Full Evaluation every 2 years  
(2 thirty-minute observations  
and walkthroughs - eTPES  
communicated)

Every year – at least one (1)  
observation and at least one  
(1) conference; conference  
must include discussion of  
progress on Professional  
Growth Plan.

c. Continuing Contract - Developing

Full Evaluation every 2 years  
(2 thirty-minute observations  
and walkthroughs - eTPES  
communicated)

Every year (1 thirty-minute observation and walkthroughs not eTPES reported)

d. Continuing Contract - With an eTPES rating of Ineffective

Improvement Plan (See Appendix F)

Full Evaluation every year (2 thirty-minute observations and walkthroughs - eTPES communicated)

These observations will be combined with periodic classroom walkthroughs by the evaluator and supplemental evidence provided by the educator. One observation will be conducted in the first semester and there will be at least five (5) working weeks between all formal observations. All teacher evaluations for a given year will be completed by the first of May and each teacher subject to this Agreement will be provided with a written copy of the evaluation results on or before the tenth (10th) day of May.

2. For those teachers who are on limited or extended limited contracts pursuant to O.R.C. 3319.11 and who are under consideration for non-renewal, one evaluation consisting of at least three (3) formal observations must be conducted annually by the first (1st) of May. Each teacher on a limited or extended limited contract will be provided with a written copy of the evaluation results by the tenth (10th) day of May. The deadline for non-renewal of a teacher is on or before the first day of June of each year, and requires written notice to the teacher on or before that same date.

3. Failure to comply with procedure as described herein is grievable.
4. Should a teacher receive a rating of Accomplished or Skilled, the administrator will not evaluate said teacher in the next academic year(s), the teacher will receive four (4) or three (3) points for the non-evaluated school year.

J. Professional Growth and Improvement Plans

1. Yearly, each teacher must develop either 1) a professional growth, or 2) an improvement plan, based on the results of his/her final evaluation results.
2. Teachers who have an overall rating of Accomplished, Skilled or Developing in his/her evaluation are to develop a professional growth plan. The professional growth plan in such cases will include the forms/components set forth in Appendix E.
3. Teachers who have an overall rating of Ineffective must comply with an improvement plan developed in collaboration with the credentialed evaluator assigned by the Superintendent/designee. The improvement plan will include the forms/components set forth in Appendix F.

K. Professional Development

The district will provide and assume the cost of all professional development pertaining to all employees on a professional growth plan or improvement plan.

5.08 Personnel Files

5.081 Maintenance

An official personnel file shall be maintained for all employees in accordance with Ohio Revised Code Section 1347.

5.082 Documentation of Filed Information

Each item in the file shall indicate its date of origin and the date it was entered into the file. Notification will be provided via email to the employee, within five (5) work days, of derogatory items or items not provided by the employee.

5.083 Examination of File

An employee may examine his/her personnel file upon request and shall be entitled to immediately view and a copy of any document contained therein free of charge no more than once per school year; additional hard copy requests will be provided at ten (10) cents per page.

5.084 Rebuttal to Filed Information

An employee shall be entitled to attach a rebuttal to any document contained in the file.

5.085 Prohibition Against Anonymous Information

No anonymous letter, report, or communication shall be included in the employee's personnel file.

5.086 Right to Review Information to be Filed

If a communication regarding an employee is to be placed in the personnel file by any individual(s) other than the employee's designated evaluator, then it shall first be reviewed by the individual(s) with the employee involved and the employee shall be afforded the opportunity to file a written reply.

5.09 Nondiscrimination

The Board and the SLEA agree that neither party shall discriminate against each other or against any employee on the basis of race, color, creed, sex, religion, national origin, handicap, or marital status as applied to the terms of this Agreement.

5.10 Work Day

The normal work day shall not exceed seven and one-fourth (7  $\frac{1}{4}$ ) consecutive hours.

5.101 Lunch Periods

The work day shall include a daily, minimum thirty (30) minute, duty-free, uninterrupted lunch period. Any current employee whose teaching load is reduced due to a Reduction-In-Force (RIF) shall have a thirty (30) minute, duty-free, uninterrupted lunch period. Any employee hired after the 1991-92 school year whose teaching load is less than full-time shall not be entitled to a lunch period.

5.102 Planning Period

All teachers (K-12) shall receive a minimum of at least 40 consecutive minutes of uninterrupted planning time each day.

5.103 Open Lunch upon Notification

An employee may leave the building during the daily lunch period or planning period, notifying the office personnel by signing in and out.

5.104 Secondary Lunch Duties

Secondary teachers may be assigned duties either before or after their thirty (30) minute uninterrupted lunch. These duties shall be uniform with another adult, and when possible, on a rotating basis.

5.105 Meetings

Teachers shall receive a minimum of twenty-four (24) hours notice for all non-emergency meetings. Cancellation shall occur as soon as possible.

5.11 School Year

5.111 School Year Defined

The school year shall consist of one hundred eighty-four (184) days or equivalent number of hours (1,334 hours). One hundred eighty (180) days shall be designated as instruction days, two (2) days shall be designated as employee record's days, and two (2) days shall be designated as professional in-service days.

5.112 Extended Time

An extended time (supplemental) contract shall be provided for professional services performed beyond the parameters of the defined school year.

5.113 Compensation for Extended Time

Additional days worked beyond the school year shall be reimbursed at a minimum rate proportional to the employee's per diem rate during the school year the days are worked.

5.114 Calamity Days

After five (5) days in which school is closed and three (3) additional closings using blizzard bags, days shall be made up in the following order: President's Day, Monday of spring break, waiver days, and days added to the end of the school calendar. The Board and SLEA will consult on any changes to this schedule. Teachers will prepare blizzard bags by the January records day, or if three (3) calamity days have been declared during December, an earlier date determined by the Superintendent and SLEA President.

5.12 Substitutes

5.121 Substitute List

The Superintendent shall maintain a list of qualified substitute employees. A copy of this list shall be given to the SLEA President at the start of every school year.

5.122 Requirement for Employing Substitute

In the event of the absence of a guidance counselor, regardless of the duration of absence, or in the absence of the high school librarian, which does not exceed one (1) day, no substitute employee shall be required. In all other instances when an employee is absent, the Board shall make a reasonable effort to provide a certified substitute.

5.123 Failure to Employ Substitute

No employee shall be required to relinquish planning time when a substitute has not been made available for an absent employee. The Board shall make every reasonable effort to obtain a substitute for an absent employee.

5.124 Class Coverages

Employees that are required to substitute for an absent employee, and who are provided responsibility for at least five (5) students beyond their usual class roster, shall receive compensation for such service at a rate of thirty dollars (\$30.00) per hour. This shall also apply to teachers whose study halls are used when no substitute is available.

The number of coverages per year shall accumulate and be paid by the first pay in June.

5.13 In-Service Programs

5.131 In-Service CEU

In-service programs will qualify for CEU credit by the LPDC. The LPDC will be given access to spreadsheet(s) of attendance per in-service per school year.

5.132 In-Service NEOEA Day:

On NEOEA Day, teachers have the option of attending meetings of their choice. Teachers as professionals are expected to utilize the day for professional development. NEOEA Day will be a day without students and shall be counted as one of the professional in-service days.

5.14 Lesson Plans

5.141 Lesson Plan Submission

Lesson plans shall be submitted electronically by the beginning of the school day on the first school day of the week and shall provide plans for that week's instructional activities.

5.142 Lesson Plan Format

Lesson plans shall be submitted in formats agreed upon by the LPDC committee if a problem arises.

5.143 Lesson Plan Copies

Electronic copies will be kept by the teacher, principal and/or his/her secretary for use with substitutes.

5.15 Student Grades

No grade assigned to a student shall be changed before a discussion is held including the employee who assigned the grade, the administrator who is considering changing the grade, and, at the request of the employee, an SLEA representative. In the event that a grade assigned to a student by an employee is to be changed without the concurrence of the employee, the employee shall not be held responsible for the grade changed by the administrator.

5.16 Class Size

The Board shall make an effort to maintain student enrollment in each class to twenty-five (25) students. Twenty (20) if high amount of IEP/WEP/RIMP students in class.

5.161 Special Education Guarantee

If the number of IEP students is over the state limit for an intervention specialist's case load, IEP/WEP/RIMP/regular education students will be inadequately serviced. Therefore, the board will make every effort that is financially feasible to provide a certified intervention specialist teacher to meet the needs of the students in that grade level.

5.17 Curriculum Development

The Board shall allow involvement by employees with whom the curriculum changes would impact in any recommendation to change the curriculum or to change textbooks and similar materials used in the curriculum. The SLEA President will be notified of impacted members and curriculum, provided that the Superintendent shall retain the right to make the final decision.

5.18 Materials and Supplies

The Board shall provide each employee with the materials and supplies necessary in the employee's daily assignments. Such materials and supplies shall be accessible.

5.19 Teaching Load

A full-time teaching load at the secondary level shall consist of at least five (5) teaching classes.

5.20 Subcontracting

No bargaining unit work may be subcontracted out.

5.21

Local Professional Development Committee

The Local Professional Development Committee (LPDC) shall consist of four (4) members from the SLEA in accordance with the provisions of Section 3319.22 of the ORC (Educators licenses; Professional Development Committees) A majority of the members of the LPDC shall be practicing, classroom employees appointed by the SLEA President. The LPDC shall be empowered according to law and determine its own structure, plans and criteria for approval of individual employee education plans, in-service plans for the District and any other requirements. The LPDC members shall attend any and all meetings required by the state or local governing body and those meetings deemed necessary by the Superintendent.

5.22

Resident Educator Program

5.221 In August 2011, The Education Opportunity Act (HB1) created the Ohio Resident Educator Program. It provides a four year program of support and mentoring for new teachers. The Ohio Department of Education (ODE) has created requirements in the Resident Educator Program.

5.222 The qualify for consideration as mentor candidates, individuals must:

A. Meet all of the following qualifications:

1. Five-year professional license OR two-year provisional license that has been renewed two or more times;
2. Five years of teaching experience; and
3. Recent classroom experience within the last five years

B. Successfully complete state sponsored training.

5.223 The Resident Educator Program will be conducted in conjunction with the MCESC, and will be re-evaluated every year for the purpose of assessing the content of the program for subsequent years.

5.224 No member will be required to serve as a mentor.

5.225 The Resident Educator/Mentor relationship will be solely for the purpose of formative assistance. No information gathered shall serve as a basis for any summative evaluation of the Resident Educator. Any information gathered will not be used by the Board in any matter relating to the employment or re-employment of the Resident Educator or the mentor.

5.226 The district shall provide mentors in a manner according to state requirements and individual Resident Educators needs to be determined by the District's Lead Mentor.

5.227 The District will provide the Lead Mentor notice of name and teacher license number of all new employees within ten (10) days of hire date.

## **ARTICLE VI – SALARY AND FRINGE BENEFITS**

### **6.01 Salary Schedule Guidelines**

<u>School year</u>	<u>BA-0</u>	<u>Percentage increase</u>
2019-2020	\$32,012.70	2.0%
2020-2021	\$32,652.95	2.0%
2021-2022	\$33,306.01	2.0%

### **6.011 Service Credit**

- A. Up to a maximum of twenty (20) years shall be granted to an employee for previous teaching experience in another school district and military service. No more than five (5) years of military service shall be included in the service credit granted hereunder.
- B. Part-time employees shall be advanced on the salary schedule upon completion of each school year of service with the Board.

### **6.012 First Pay Date**

The first biweekly pay date of each contract year shall be the second Thursday in September.

### **6.013 Professional Development Stipend**

1. The Board and the Association recognize the importance of continuing education in terms of the growth of the professional staff. For this reason, each bargaining unit member attaining a minimum of twenty (20) clock hours shall receive a payment of five hundred (\$500.00) dollars once per school year from June 1 to May 31.
2. This continuing education, which shall be completed on the bargaining unit member's own time, may include any of the

following so long as they are not subject to tuition reimbursement:

- a. College course either at the graduate or undergraduate level, relating to the bargaining unit members' teaching certificate/license.
- b. Workshops and professional meetings relating to the bargaining unit members' teaching certificate/license.
- c. Locally planned and developed staff development programs.
- d. Professional services enhance the teacher's education in accordance with the mission of the district. A teacher shall not receive more than five (5) professional development hours total each year for the services listed.
  1. Committee Service
  2. Mapping Courses, must be in collaboration with ESC-assigned instructional consultants
  3. Teacher's Growth/Improvement Plan
- e. Required meetings if approved by Superintendent or his/her designee.

3. Teachers attaining an additional twenty (20) clock hours shall receive a payment of five hundred dollars (\$500.00) once per school year from June 1 to May 31. The twenty (20) additional clock hours must be completed in one of the following ways:
  - a. Graduate college course work from an accredited university/college.
  - b. Face-to-face educational workshops conducted by an educational service center or university.
4. All such professional development activities and professional services shall be approved by the administration in advance of the bargaining unit member's participation to qualify for the professional development stipend. The administration shall provide a list of professional development opportunities provided by the county. The list may include professional

development recommended by a committee of teachers. To be added to the list, any recommendations must be approved by the Superintendent.

5. Both parties also recognize the importance of staff input in curriculum decisions and planning necessary to the improvement of the quality of instruction in the district.
6. Continuing educational activities approved by the Local Professional Development Committee, which are completed to satisfy licensure or re-licensure requirements, will qualify toward the professional development reimbursement.

6.014 Termination of Employment

In the event an employee's individual contract is terminated by either party during the school year, at the option of the employee, the total sum due the employee shall be paid at the next scheduled pay date after the Board's official action on the employee's contract.

6.015 Payroll Deductions

- 6.0151 Payroll deductions for membership dues shall be made in accordance with the provisions of Section 1.05(A) of this Agreement.
- 6.0152 Optional payroll deduction(s) of the cost of any insurance coverage(s) that is not provided by the Board and that has been authorized by the employee shall be made equally from the second pay of each month beginning in September and ending in August, notwithstanding the pay schedule option elected by the employee.
- 6.0153 Optional payroll deductions addressed in law or this Agreement and authorized by the employee may be made in thirteen (13) or twenty-six (26) equal pays at the option of the employee. Any change in the option desired by the employee must be submitted to the Treasurer's Office in writing at least thirty (30) days in advance of the effective date of the change.

The Board shall continue all payroll deductions provided in the last previous school year, which shall include, but shall not be limited to, the following:

Credit Union  
SLEA Membership Dues  
Cancer Insurance  
Tax-Sheltered Annuities  
U.S. Savings Bonds  
Federal Tax  
State Tax  
City Tax  
School Tax

6.0154 Payroll deductions required by law or authorized by this Agreement are the only deductions which the Treasurer is required to make.

6.02 Pay Schedule Option

6.021 Direct Deposit of Pay

Teachers shall be paid twenty-six (26) equal and consecutive pays using direct deposit to a bank of their choosing. Notices of direct deposit shall be distributed to the employee's email. New employees shall have thirty (30) days to make arrangements for conversion to direct deposit.

6.022 Hourly Rates

All hourly rate work shall be compensated at the rate of twenty-five dollars (\$25) per hour.

6.0221 Saturday School

Employees wishing to volunteer to supervise Saturday School shall submit a written statement to the principal at the beginning of each semester indicating their desire to supervise. Assignment to this duty shall be from those who submit a request. Compensation shall be at the rate of twenty-five dollars (\$25) per hour. The Board will fill this position from qualified applicants of persons outside the bargaining unit when there are no volunteers from within the bargaining unit.

6.0222 Out of School Tutors Rate

Employees who are assigned by the Board to tutor students who cannot attend classes shall be compensated at the rate of twenty-five dollars (\$25) per hour.

6.0223 Summer School

An employee shall be compensated at a daily rate of one hundred dollars (\$100.00) at no more than a four (4) hour day.

6.0224 School Detention Pay

Approved school detention supervision shall be paid twenty five (\$25.00) dollars per hour. There will be no reduction of this rate during the life of this contract.

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## 6.03 Salary Schedules

### SEBRING LOCAL SCHOOL DISTRICT Teacher Salary Schedule – Effective 9/1/2019

2.00%  
\$32,012.70

YEAR	C BACHELORS	D 5 YEAR	BA+15	E MASTERS	F MASTERS+15	G MASTERS+30
0	\$32,012.70 1.0000	\$34,666.55 1.0829	\$34,666.55 1.0829	\$36,683.35 1.1459	\$37,688.55 1.1773	\$39,702.15 1.2402
1	\$34,666.55 1.0829	\$36,683.35 1.1459	\$36,683.35 1.1459	\$38,696.95 1.2088	\$39,702.15 1.2402	\$41,718.95 1.3032
2	\$36,683.35 1.1459	\$38,696.95 1.2088	\$38,696.95 1.2088	\$40,710.55 1.2717	\$41,718.95 1.3032	\$43,732.55 1.3661
3	\$38,696.95 1.2088	\$40,710.55 1.2717	\$40,710.55 1.2717	\$42,727.35 1.3347	\$43,732.55 1.3661	\$45,746.15 1.429
4	\$40,710.55 1.2717	\$42,727.35 1.3347	\$42,727.35 1.3347	\$44,740.95 1.3976	\$45,746.15 1.4290	\$47,762.95 1.492
5	\$42,727.35 1.3347	\$44,740.95 1.3976	\$44,740.95 1.3976	\$46,754.55 1.4605	\$47,762.95 1.4920	\$49,776.55 1.5549
6	\$44,740.95 1.3976	\$46,754.55 1.4605	\$46,754.55 1.4605	\$48,771.35 1.5235	\$49,776.55 1.5549	\$51,790.15 1.6178
7	\$46,754.55 1.4605	\$48,771.35 1.5235	\$48,771.35 1.5235	\$50,784.95 1.5864	\$51,790.15 1.6178	\$53,806.95 1.6808
8	\$48,771.35 1.5235	\$50,784.95 1.5864	\$50,784.95 1.5864	\$52,798.55 1.6493	\$53,806.95 1.6808	\$55,820.54 1.7437
9	\$50,784.95 1.5864	\$52,798.55 1.6493	\$52,798.55 1.6493	\$54,815.35 1.7123	\$55,820.54 1.7437	\$57,834.14 1.8066
10	\$52,798.55 1.6493	\$54,815.35 1.7123	\$54,815.35 1.7123	\$56,828.95 1.7752	\$57,834.14 1.8066	\$59,847.74 1.8695
11	\$54,815.35 1.7123	\$56,828.95 1.7752	\$56,828.95 1.7752	\$58,842.54 1.8381	\$59,847.74 1.8695	\$61,864.54 1.9325
12	\$56,828.95 1.7752	\$58,842.54 1.8381	\$58,842.54 1.8381	\$60,859.34 1.9011	\$61,864.54 1.9325	\$63,878.14 1.9954

13	\$58,842.54 1.8381	\$60,859.34 1.9011	\$60,859.34 1.9011	\$62,872.94 1.9640	\$63,878.14 1.9954	\$65,891.74 2.0583
17	\$59,546.82 1.8601	\$61,563.62 1.9231	\$61,563.62 1.9231	\$63,577.22 1.9860	\$64,582.42 2.0174	\$66,596.02 2.0803
20	\$60,251.10 1.8821	\$62,267.90 1.9451	\$62,267.90 1.9451	\$64,281.50 2.0080	\$65,286.70 2.0394	\$67,300.30 2.1023
23	\$60,955.38 1.9041	\$62,972.18 1.9671	\$62,972.18 1.9671	\$64,985.78 2.0300	\$65,990.98 2.0614	\$68,004.58 2.1243
27	\$61,659.66 1.9261	\$63,676.46 1.9891	\$63,676.46 1.9891	\$65,690.06 2.0520	\$66,695.26 2.0834	\$68,708.86 2.1463

Any employee newly employed by the Board after July 1, 2019 will not be eligible for the 5-year column. They must be eligible for the BA+15 column to be placed on that column.

**SEBRING LOCAL SCHOOL DISTRICT**  
**Teacher Salary Schedule – Effective 09/1/2020**

2.00%

**\$32,652.95**

YEAR	C BACHELORS	D 5 YEAR	BA+15	E MASTERS	F MASTERS+15	G MASTERS+30
0	\$32,652.95 1.0000	\$35,359.88 1.0829	\$35,359.88 1.0829	\$37,417.02 1.1459	\$38,442.32 1.1773	\$40,496.19 1.2402
1	\$35,359.88 1.0829	\$37,417.02 1.1459	\$37,417.02 1.1459	\$39,470.89 1.2088	\$40,496.19 1.2402	\$42,553.33 1.3032
2	\$37,417.02 1.1459	\$39,470.89 1.2088	\$39,470.89 1.2088	\$41,524.76 1.2717	\$42,553.33 1.3032	\$44,607.20 1.3661
3	\$39,470.89 1.2088	\$41,524.76 1.2717	\$41,524.76 1/2818	\$43,581.90 1.3347	\$44,607.20 1.3661	\$46,661.07 1.429
4	\$41,524.76 1.2717	\$43,581.90 1.3347	\$43,581.90 1.3347	\$45,635.77 1.3976	\$46,661.07 1.4290	\$48,718.21 1.492
5	\$43,581.90 1.3347	\$45,635.77 1.3976	\$45,635.77 1.3976	\$47,689.64 1.4605	\$48,718.21 1.4920	\$50,772.08 1.5549
6	\$45,635.77 1.3976	\$47,689.64 1.4605	\$47,689.64 1.4605	\$49,746.78 1.5235	\$50,772.08 1.5549	\$52,825.95 1.6178

7	\$47,689.64	\$49,746.78	\$49,746.78	\$51,800.65	\$52,825.95	\$54,883.09
	1.4605	1.5235	1.5235	1.5864	1.6178	1.6808
8	\$49,746.78	\$51,800.65	\$51,800.65	\$53,854.52	\$54,883.09	\$56,936.96
	1.5235	1.5864	1.5864	1.6493	1.6808	1.7437
9	\$51,800.65	\$53,854.52	\$53,854.52	\$55,911.65	\$56,936.96	\$58,990.83
	1.5864	1.6493	1.6493	1.7123	1.7437	1.8066
10	\$53,854.52	\$55,911.65	\$55,911.65	\$57,965.52	\$58,990.83	\$61,044.70
	1.6493	1.7123	1.7123	1.7752	1.8066	1.8695
11	\$55,911.65	\$57,965.52	\$57,965.52	\$60,019.39	\$61,044.70	\$63,101.83
	1.7123	1.7752	1.7752	1.8381	1.8695	1.9325
12	\$57,965.52	\$60,019.39	\$60,019.39	\$62,076.53	\$63,101.83	\$65,155.70
	1.7752	1.8381	1.8381	1.9011	1.9325	1.9954
13	\$60,019.39	\$62,076.53	\$62,076.53	\$64,130.40	\$65,155.70	\$67,209.58
	1.8381	1.9011	1.8381	1.9640	1.9954	2.0583
17	\$60,737.76	\$62,794.90	\$62,794.90	\$64,848.77	\$65,874.07	\$67,927.94
	1.8601	1.9231	1.9231	1.9860	2.0174	2.0803
20	\$61,456.12	\$63,513.26	\$63,513.26	\$65,567.13	\$66,592.43	\$68,646.31
	1.8821	1.9451	1.9451	2.0080	2.0394	2.1023
23	\$62,174.49	\$64,231.63	\$64,231.63	\$66,285.50	\$67,310.80	\$69,364.67
	1.9041	1.9671	1.9671	2.0300	2.0614	2.1243
27	\$62,892.85	\$64,949.99	\$64,949.99	\$67,003.86	\$68,029.16	\$70,083.04
	1.9261	1.9891	1.9891	2.0520	2.0834	2.1463

Any employee newly employed by the Board after July 1, 2019 will not be eligible for the 5-year column. They must be eligible for the BA+15 column to be placed on that column.

**SEBRING LOCAL SCHOOL DISTRICT**  
**Teacher Salary Schedule – Effective 9/1/2021**

2.00%

\$33,306.01

YEAR	C BACHELORS	D 5 YEAR	BA+15	E MASTERS	F MASTERS+15	G MASTERS+30
0	\$33,306.01 1.0000	\$36,067.08 1.0829	\$36,067.08 1.0829	\$38,165.36 1.1459	\$39,211.17 1.1773	\$41,306.12 1.2402
1	\$36,067.08 1.0829	\$38,165.36 1.1459	\$38,165.36 1.1459	\$40,260.31 1.2088	\$41,306.12 1.2402	\$43,404.40 1.3032
2	\$38,165.36 1.1459	\$40,260.31 1.2088	\$40,260.31 1.2088	\$42,355.26 1.2717	\$43,404.40 1.3032	\$45,499.34 1.3661
3	\$40,260.31 1.2088	\$42,355.26 1.2717	\$442,355.26 1.2717	\$44,453.54 1.3347	\$45,499.34 1.3661	\$47,594.29 1.4290
4	\$42,355.26 1.2717	\$44,453.54 1.3347	\$44,453.54 1.3347	\$46,548.48 1.3976	\$47,594.29 1.4290	\$49,692.57 1.4920
5	\$44,453.54 1.3347	\$46,548.48 1.3976	\$46,548.48 1.3976	\$48,643.43 1.4605	\$49,692.57 1.4920	\$51,787.52 1.5549
6	\$46,548.48 1.3976	\$48,643.43 1.4605	\$48,643.43 1.4605	\$50,741.71 1.5235	\$51,787.52 1.5549	\$53,882.47 1.6178
7	\$48,643.43 1.4605	\$50,741.71 1.5235	\$50,741.71 1.5235	\$52,836.66 1.5864	\$53,882.47 1.6178	\$55,980.75 1.6808
8	\$50,741.71 1.5235	\$52,836.66 1.5864	\$52,836.66 1.5864	\$54,931.61 1.6493	\$55,980.75 1.6808	\$58,075.70 1.7437
9	\$52,836.66 1.5864	\$54,931.61 1.6493	\$54,931.61 1.6493	\$57,029.89 1.7123	\$58,075.70 1.7437	\$60,170.64 1.8066
10	\$54,931.61 1.6493	\$57,029.89 1.7123	\$57,029.89 1.7123	\$59,124.83 1.7752	\$60,170.64 1.8066	\$62,265.59 1.8695
11	\$57,029.89 1.7123	\$59,124.83 1.7752	\$59,124.83 1.7752	\$61,219.78 1.8381	\$62,265.59 1.8695	\$64,363.87 1.9325
12	\$59,124.83 1.7752	\$61,219.78 1.8381	\$61,219.78 1.8381	\$63,318.06 1.9011	\$64,363.87 1.9325	\$66,458.82 1.9954

13	\$61,219.78	\$63,318.06	\$63,318.06	\$65,413.01	\$66,458.82	\$68,553.77
	1.8381	1.9011	1.9011	1.9640	1.9954	2.0583
17	\$61,952.51	\$64,050.79	\$64,050.79	\$66,145.74	\$67,191.55	\$69,286.50
	1.8601	1.9231	1.9231	1.9860	2.0174	2.0803
20	\$62,685.25	\$64,783.53	\$64,783.53	\$66,878.47	\$67,924.28	\$70,019.23
	1.8821	1.9451	1.9451	2.0080	2.0394	2.1023
23	\$63,417.98	\$65,516.26	\$65,516.26	\$67,611.21	\$68,657.02	\$70,751.96
	1.9041	1.9671	1.9671	2.0300	2.0614	2.1243
27	\$64,150.71	\$66,248.99	\$66,248.99	\$68,343.94	\$69,389.75	\$71,484.70
	1.9261	1.9891	1.9891	2.0520	2.0834	2.1463

Any employee newly employed by the Board after July 1, 2019 will not be eligible for the 5-year column. They must be eligible for the BA+15 column to be placed on that column.

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6.04 Supplemental Salary Schedule

6.041 Supplemental Positions

The following supplemental positions shall be compensated in accordance with the designated percentages that shall be applied to the Bachelor's minimum base salary to determine the appropriate salary for each supplemental position. All supplemental contracts shall be automatically non-renewed at the conclusion of the activity or by April 30 of each year, whichever is sooner, in accordance with Ohio Revised Code Sections 3319.08 and 3319.11. Supplemental postings will be emailed to all employees listing all available supplemental positions for the upcoming school year. If any SLEA member wishes to retain their current supplemental position, he/she will send written notice to the Superintendent by April 15th of each year. SLEA members will be given priority in filling all supplemental positions as long as qualifications are equal.

a. A selection committee shall be used to choose an individual, when more than one person applies for the following supplemental positions:

Head Coach, Varsity Football  
Head Coach, Varsity Volleyball  
Head Coach, Boys Varsity Basketball  
Head Coach, Girls Varsity Basketball  
Head Coach, Varsity Baseball  
Head Coach, Varsity Softball

b. The selection committee shall consist of the following:

1. Superintendent
2. High School Principal
3. Athletic Director
4. SLEA President or their Designee

In the event of a vacancy in a Head Coaching Position, said selection committee shall begin the selection process within thirty (30) days of the known vacancy.

When a supplemental position is held by a person outside the bargaining unit, at the end of the supplemental contract, the position will be deemed vacant. The position will be posted and all applicants will be considered, with a Superintendent/Selection Committee awarding the position to the individual he/she or the committee chooses from the

applicants. If a sports supplemental is approved by the Board, and it is later deemed unnecessary, prior to the beginning of the season as defined by the OHSAA practice date or a date determined by the Superintendent if not an OHSAA sport, the Board has the option of cancelling the supplemental contract. If cancelled, the employee shall receive pro-rated compensation for the supplemental duties.

c. Supplemental coaches are required to notify local media outlet(s) either prior to or after events/games with information and/or statistics. Failure to notify local media will result in a 10% reduction of the supplemental compensation for each occurrence.

6.042 Coaching Positions

6.0421 Athletic Supplements – Boys

Head Football Coach	20%
First Assistant Football Coach	12%
Second Assistant Football Coach (2)	10%
Junior High Football Coach (2)	8%
Elementary Football Coach (2)	7%
Weight Training Advisor Football	6%
Head Basketball Coach	20%
First Assistant Basketball Coach	12%
Second Assistant Basketball Coach	10%
Junior High Basketball Coach (2)	8%
Elementary Basketball Coach (2)	7%
Summer Basketball Coach	6%
Head Baseball Coach	12%
First Assistant Baseball Coach	7%
Junior Varsity Baseball Coach (2)	5%

6.0422 Athletic Supplements – Girls

Head Basketball Coach	20%
First Assistant Basketball Coach	12%
Second Assistant Basketball Coach	10%
Junior High Basketball Coach (2)	8%
Elementary Basketball Coach (2)	7%
Summer Basketball Coach	6%
Head Volleyball Coach	20%
First Assistant Volleyball Coach	11%
Second Assistant Volleyball Coach	8%
Junior High Volleyball Coach (2)	8%

Elementary Volleyball Coach (2)	5%
Head Softball Coach	12%
First Assistant Softball Coach	7%
Second Assistant Softball Coach (2)	5%
High School Cheerleader Advisor	12%
Assistant Cheerleader Advisor	5%
Jr. High School Cheerleader Advisor	5%

6.0423 Athletic Supplementals – Boys & Girls

Director of Athletics	26%
Site Manager (2)	6%
Head Track Coach	7.5%
Junior High Track Coach	5%
Cross Country Coach	10%
Golf Coach	8%

6.043 Other Supplemental Positions

Drama Director (Per Production; Max.2)	7%
Assistant Drama Director (Per Production; Max.2)	5%
Choreography Director	3%
High School Yearbook Advisor	9%
Newspaper Advisor	7%
National Honor Society Advisor	3%
Student Senate Advisor	3%
Language Club Advisor	2%
Junior High Student Senate Advisor (2)	3%
Freshman Class Advisor	1.5%
Sophomore Class Advisor	1.5%
Junior Class Advisor (2)	4%
Senior Class Advisor (2)	4%
Pep Club Advisor	2%
Special Display Coordinator	2%
Elementary Musical Coordinator	3%
Elementary Stage Coordinator	2%
Safety Patrol Advisor	2%
Ecology Club Advisor	2%
Math Contest Advisor (St. Jude's)	1%
Choir Advisor	4%
Lead Mentor	8%
Mentor	5%
Band Advisor	18%
Flag Line Coordinator	2%
Academic Challenge Coach	4%
LPDC Committee Chair	2.5%

LPDC Committee Member	2%
LPDC Committee Alternate	1%
Destination Imagination	2%
SADD	2%
Photography	3%
Building Leadership Team Member	\$25/hr.
District Leadership Team Member	\$25/hr.
Teacher Based Team Leader	\$25/hr.
Evaluation Committee	\$25/hr.
Student Learning Objective Construction	\$25/hr.
College Credit Plus (per course)	\$250

\*Creation of new supplementals must be bargained with SLEA.

6.044 Supplemental Positions/Teachers

Building Leadership Team Member	\$25/hr.
District Leadership Team Member	\$25/hr.
Teacher Based Team Leader	\$25/hr.
Evaluation Committee	\$25/hr.
Student Learning Objective Construction	\$25/hr.
College Credit Plus (per course)	\$250

\*Participation on DLT and BLT is voluntary.

\*Participation on TBT is voluntary unless mandated by the Ohio Department of Education.

6.045 Payment for Supplementals

The Board agrees that all supplemental compensations will be distributed in three (3) separate payrolls during the season or one (1) pay at the end of the season, or equally throughout the school year at the option of the employee. Adjustments for tax rate shall be made at the request of the employee.

6.046 The Board and the SLEA agree to:

The Director of Athletics supplemental contract is part of the Dean of Students' or Assistant Principal's administrative contract. If the Director of Athletics supplemental ceases to be part of the Dean of Students' or Assistant Principal's responsibility, it will revert back to the bargaining unit. The Director of Athletics shall receive one (1) additional planning period. A full-time teaching load at the secondary level shall consist of at least five (5) teaching classes according to Section 5.21. An SLEA member serving as Director of Athletics shall be eligible to apply for a coaching position. If the Director of Athletics is also a coach, he/she shall

be evaluated on his/her coaching position by the high school principal. An SLEA member serving as Director of Athletics shall not evaluate coaches if the coach is an SLEA member. An SLEA member serving as Director of Athletics shall receive mileage reimbursement for travel at the IRS mileage rate. Compensation pursuant to the Supplemental Experience Index (Section 6.046) will be applied.

6.047 Supplemental Experience Index

A. Supplemental positions will be compensated at a percentage of the BA Base Rate 0 salary in accordance with the Supplemental Schedule of activities. Years of service (i.e., experience) in a coaching or advisory position will be recognized and compensated on the following basis:

Years of Service		% of Supplemental Stipend
0-4	Years	100%
5-8	Years	110%
9-11	Years	120%
12-14	Years	130%
15 & over	Years	140%

B. Assistants, if advanced to head coach, shall receive credit for fifty percent (50%) of their years of service as an Assistant for computation of service as a Head Coach. The Superintendent may grant partial or full credit for years of service if an Assistant or Advisor moves from one activity to another clearly related activity. The Superintendent will evaluate and may grant partial or full credit to a Coach or Advisor for years of service in a similar position performed in another school district.

6.05 Travel Reimbursement

When, during the course of the school day, employees are required by the Board to use their vehicles to properly fulfill their assigned duties, they shall be reimbursed at the maximum IRS rate per mile. This provision shall not apply to employees on supplemental contracts.

6.06 Severance

6.061 Eligibility

The employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

- 6.0611 The employee retires from service with the District. Retirement shall be construed to mean disability or service retirement under any State or Municipal retirement system in the State.
- 6.0612 The employee must be eligible for retirement as of the last date of employment.
- 6.0613 The employee must, within one hundred twenty (120) days of the last date of employment, prove acceptance into the retirement system.
- 6.0614 The employee must not have fewer than ten (10) years of service with the State or its political subdivisions or a combination thereof.
- 6.0615 The employee must sign for the severance check certifying that all eligibility criteria have been met. Said payment shall be made in a lump sum within forty-five (45) days from the date of proof of acceptance into the retirement system or, at the option of the employee, in two (2) payments; one (1) within forty-five (45) days from the date of proof of acceptance into the retirement system and one (1) by January 31<sup>st</sup> of the next tax year.

6.062 Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

- 6.0621 Multiplying the employee's accrued but unused sick leave by one-fourth (1/4).
- 6.0622 Multiplying the above product times the per diem rate of pay appropriate for that individual's placement on the salary schedule.
- 6.0623 The amount of the benefit calculated in Steps "A" and "B" shall not exceed the value of seventy (70) days.

6.063 Elimination of Sick Leave Credit

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

6.07 Passes to School Events

The Board shall provide two (2) free admissions to each employee for all sponsored school activities within the regulations established by the Auditor of the State of Ohio. The employee shall use his/her school issued badge and must be in attendance. The employee will be granted one (1) guest pass to be limited to immediate family as defined in Section 4.02, Sick Leave.

6.071 The Board will provide a free pass to each retired SLEA member for admission to all sponsored school activities within the regulations established by the Auditor of the State of Ohio.

6.08 Employee Insurances

6.081 General Coverage

6.0811 Board-Provided Insurance

The Board shall provide all employees with the following insurance coverage and shall provide for no less coverage and services than provided during the last previous work year:

A. Medical Coverage

A comprehensive medical program that will include Comprehensive Hospitalization and Surgical; Major Medical, Outpatient, Diagnostic, Laboratory, and Emergency Care. Deductibles and co-insurance are described under specific coverage (see 6.0821). Full-time employees will be required to make the following contributions for medical coverage:

	<u>Family</u>	<u>Single</u>
2019-2020	\$128	\$64
2020-2021	\$138	\$70
2021-2022	\$150	\$75

This contribution shall be calculated as a per pay deduction and one-half (1/2) of the amount set forth above will be withheld from the employee twice per month. Part-time employees will pay a portion of the monthly medical coverage premium pro-rated on the number of hours or days worked per week. Any employee who is classified as full-time on or before September 1<sup>st</sup> 2007 and who is later reduced

to part-time status will only be required to pay the same contribution as full-time employees.

B. Prescription Drug Family Plan

At no cost to the employee, a "Formulary Drug Plan" provided to each employee and their family members. Co-payments and specifications are described under specific coverage (see 6.0822). Full-time employees will be required to make the following contributions for prescription coverage:

	<u>Family</u>	<u>Single</u>
2019-2020	\$38.00	\$20.00
2020-2021	\$38.00	\$20.00
2021-2022	\$38.00	\$20.00

This contribution shall be calculated as a per pay deduction and one-half (1/2) of the amount set forth above will be withheld from the employee twice per month.

C. Family Dental Plan

Dental insurance coverage shall be provided to each employee and his/her family members that meets or exceeds the specifications set forth under specific coverage (see 6.0823). Deductibles and co-insurance apply for restorative coverage. (see 6.0823) but NOT for preventative and diagnostic coverage. Full-time employees will be required to make the following contributions for dental coverage:

	<u>Family</u>	<u>Single</u>
2019-2020	\$9.00	\$4.00
2020-2021	\$9.00	\$4.00
2021-2022	\$9.00	\$4.00

This contribution shall be calculated as a per pay deduction and one-half (1/2) of the amount set forth above will be withheld from the employee twice per month.

D. Vision Plan

At no cost to the employee, vision insurance shall be provided to each employee and their family members. Co-payments and specifications are described under specific coverage. (See 6.0824.)

E. A 125 plan shall be established so as to provide employees with a means to pay out of pocket medical expenses on a pretax basis. A Flexible Spending Account (FSA) will be available at the election of the employee to be used for this pretax process. The administration and the SLEA shall work jointly to establish the process and parameters for implementing the FSA.

F. Term Life with Accidental Death and Dismemberment

At no cost to the employee, term life insurance provided to each employee in the amount of fifty thousand dollars (\$50,000.00) with an equivalent accidental death and dismemberment benefit.

G. Severance Payment due to Death

In the event of the death of an employee, the severance amount shall be paid to the employee's estate.

6.0812 Continuation of Benefits

The Board shall permit all employees who have been granted unpaid leaves of absence or who are on layoff status to remain in the employee insurance group for all coverages provided by the Board at the employees' expense for the duration of said unpaid leave or entitlement to reinstatement. Insurance coverage for employees who have been granted paid leaves of absence shall continue to be provided at the Board's expense.

6.0813 Copies of Insurance Contracts

The Board shall provide to the SLEA one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this contract. Copies of existing contracts shall be provided

to the SLEA within twenty-four (24) hours of ratification of the Agreement by both parties. Copies of contracts subsequently entered into by the Board shall be provided within one (1) week after they are received.

6.0814 Change(s) in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the SLEA President shall be notified in writing thirty (30) days, if possible, but in no event later than fifteen (15) days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the SLEA a complete copy of the bid specifications or the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

6.0815 Medical Coverage Opt-out Payment

Those employees not selecting any of the insurance coverages will receive a payment of one thousand dollars (\$1,000.00) annually. The payment shall be made in two (2) installments, the first to be paid by December 15<sup>th</sup> and the second payment shall be made by July 15<sup>th</sup>. Teachers covered under Section 6.0816 are not eligible for the one thousand dollar (\$1,000.00) payment.

An employee eligible for family coverage who elects single coverage shall receive five hundred dollars (\$500.00) annually as an insurance offset. This payment shall be made by July 15<sup>th</sup>.

6.0816 Spousal Coverage by Another Employer

Employees who have spouses covered by another non-contributory medical program must take at least single coverage with that program and will be subject to coordination of benefits for every covered claim. If the medical program is contributory, the Board shall have the option to pay the premium liability for that employee's spouse rather than provide coverage under the Board plan. Employees must provide to the District any premium cost the spouse may incur. Spousal coverage reimbursement dates shall be 3/30, 6/30, 9/30, and 12/30. The employee must request spousal reimbursement in writing and include proof of premium paid

by September 1<sup>st</sup> each year on forms provided by the building secretary in order for the treasurer's office to meet this schedule.

6.0817 Change(s) in Coverage Status

An employee may change the coverage status (single or family) effective the first (1<sup>st</sup>) day of any month.

6.082 Specific Coverage

6.0821 Comprehensive Hospitalization and Surgical/Major Medical Co-Insurance

Coverage shall be as set forth in the Plan Benefit Booklet.

6.0822 Prescription Drug

Coverage shall be as set forth in the plan booklet.

6.0823 Dental

Coverage shall be as set forth in the plan booklet.

6.0824 Vision

Coverage shall be as set forth in the plan booklet.

Within thirty (30) days following the signing of the Agreement and thereafter as amendments in coverages are made, each employee shall receive a plan description for each insurance benefit provided by the Board.

6.0825 Benefit Changes Committee

When changes in the law regarding "Best Practices" become adopted, representatives from the Administration and the bargaining unit will meet to discuss how those changes will affect the specific benefits provided by the Board.

6.0826 Wellness - Vitality Health Review (VHR) Compliance

Should the school district meet the VHR decrement in any given year, as described by the Portage Area Schools Consortium, then each member of SLEA, that carries medical insurance, will receive a \$25.00 gift card.

6.0827 Wellness - Biometric Screening Compliance

Should the school district meet the Biometric Screening decrement in any given year, as described by the Portage Area Schools Consortium, then each member of SLEA, that carries medical insurance, will receive a \$25.00 gift card.

6.083 Eligible Participants for Board Provided Insurance

The employee, their spouse, and dependent children to age twenty-three (23) (or twenty-six [26] if a full-time student) are eligible for all insurances described under 6.082.

6.084 Duration of Described Coverage

The before mentioned conditions and coverages shall remain in full force and effect for the duration of this contract unless stated otherwise.

6.09 Board Pick-up of Employee Contributions to the State Teachers Retirement System (Salary Reduction/Restatement)

In accordance with Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the SLEA and the Board agree that, effective January 1, 1995, the Board shall contribute to the State Teachers Retirement System an amount equal to each employee's contribution to the State Teachers Retirement System. This amount contributed by the Board is in lieu of payment of said amount to each employee and shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee. The amount contributed by the Board on behalf of the employee is in addition to the Board's required employer contribution.

6.091 Amount Picked-up for STRS

The dollar amount to be "picked-up" by the Board:

6.0911 Shall be credited to the State Teachers Retirement System as employee contributions under authority of Ohio Attorney General Opinion 82-097;

- 6.0912 Shall be included in computing an employee's final average salary for State Teachers Retirement System purposes and in reporting employee-authorized credit information to financial institutions;
- 6.0913 Shall not be reported by the Board as subject to current federal and state income taxes;
- 6.0914 Shall be reported by the Board as subject to city income taxes.

6.092 IRS Compliance

Each employee will be responsible for compliance with Internal Revenue Service with respect to the "pick-up" in combination with other tax-deferred compensation plans.

6.093 Deferred Salary and Cash Salary

For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in Sections 6.03, 6.04, and 5.113 of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two components: (1) deferred salary and (2) cash salary.

- 6.0931 An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the State Teachers Retirement System to be paid as an employee contribution by said employee.
- 6.0932 An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employee's salaries as specified in Sections 6.03, 6.04, 6.05, and 5.113 of this Agreement and its employer contributions to the State Teachers Retirement System shall not be greater than the amounts the Board would have paid had this provision not been in effect.

6.094 Board's Remittance to STRS

The Board shall compute and remit its employer contributions to the State Teachers Retirement System based upon the employee's total annual salary and/or salary per pay period.

6.095 Hourly Employees Addendum

An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared and distributed that states:

- 6.0951 That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and of a deferred salary that is equal to the amount of the employee contribution to the State Teachers Retirement System being "picked-up" by the Board on behalf of the employee;
- 6.0952 That the Board will contribute to the State Teachers Retirement System an amount equal to the employee's required contribution to the State Teacher Retirement System for the account of each employee; and
- 6.0953 That life insurance, sick leave pay, assault leave pay, severance pay, supplemental pay, extended service pay, worker's compensation benefits, unemployment compensation benefits, or any other compensation or benefit that is indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon the combined cash salary and the deferred salary of the employee.

6.096 Compliance of All Salary Notices

All subsequent contracts and salary notices for employees shall comply with the provisions of this section.

6.10 Retirement Incentive

The Board agrees to a cash payment of ten thousand dollars (\$10,000.00). To be eligible for this provision, the employee must retire during the first year he/she becomes eligible for retirement by STRS standards and provide proof of retirement from STRS. The employee must be employed by the District for at least twenty-five (25) years to receive the payment. The employee shall be paid in two (2) payments: one (1) within forty-five (45) days from the date of proof of acceptance into the retirement system and one (1) payment by January 31<sup>st</sup> of the next tax year.

An employee who retires and is not eligible for the above payment will receive a thirty dollar (\$30.00) thank you bonus for every year of service accumulated at the date of retirement.

## ARTICLE VII – EMPLOYEE DISCIPLINE

### 7.01 Steps for Employee Discipline

It is important to all parties that employees perform as expected and that an employee discipline plan be clear and consistent. The steps of employee discipline are:

- Oral reprimand
- Written reprimand
- Suspension – without pay
- Termination

Nothing herein shall preclude the Administration from issuing more than one oral or written reprimand, or from skipping any or all steps before termination depending on the severity of the offense.

### 7.02 Areas of Discipline

The general areas of discipline include:

- A. Violation of reasonable regulations.
- B. Improper conduct.

### 7.03 Due Process Procedure

1. Except in cases requiring immediate suspension, no employee shall be disciplined without first having been given due process in accordance with the following procedure.
  - a. Notice of Allegation and Conference: A written notice setting forth the allegations, which, if substantiated, could result in disciplinary action, shall be delivered in person and receipted or sent to the employee by certified mail. The notice shall include the time and place of a conference to discuss the allegations.
  - b. Conference: The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). The conference shall be held no sooner than three (3) days nor later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.
  - c. Notification of Disposition: The employee and the Association President shall be notified immediately by certified mail of the

disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for the action.

2. In cases of immediate suspension, the written notice of allegations shall be presented to the employee within twenty four (24) hours following the suspension, and the conference shall be held as expeditiously as possible

7.04 Purge of Files

Written reprimands shall be removed from the file if there has been no further recurrence of the offense in the subsequent three (3) years, if requested by the employee and if approved by the Superintendent.

7.05 Reprimand Procedure

A written notice of the scheduled meeting will be given to the employee.

7.051      Oral Reprimand Procedure

- A.      Review of the rule, conduct, order, procedure or regulation will be made which is the basis for the oral reprimand action.
- B.      The action or failure on employee's behalf to comply with (A) above will be stated.
- C.      It will be stated that an oral reprimand or warning is being issued.
- D.      Employee will be afforded the opportunity to provide witnesses and relevant data.
- E.      Help will be offered.
- F.      It will be understood that failure to comply will warrant further disciplinary action.
- G.      A written note or anecdotal record will be made of date, time, and action on appropriate form and signed by the employee and administrator. A copy will be given to the employee. No copies will be put into the employee's file.

7.052 Written Reprimand Procedure

- A. Specific facts such as date, time and place, witnesses to, and actions of the individual will be stated by the administrator and the employee.
- B. The rule, conduct, order, procedure or regulation violated or breached will be given.
- C. Previous oral reprimands or warnings will be outlined.
- D. It will be stated that this is a written reprimand.
- E. The employee will be given another opportunity to improve, with hopes and expectations of his/her doing so.
- F. It will be stated that, if the employee does not improve, he/she will be subject to further disciplinary action.
- G. A copy of the written reprimand will be given personally to the employee and a copy placed in his/her file.

7.06 Suspension

A certificated member of the bargaining unit may be suspended from his/her duties without pay by the Superintendent for a maximum of six (6) days per school year, on the conduct of the employee.

No suspension shall be imposed without due process.

7.07 Reservation of the Right to Terminate

Nothing herein shall preclude the Board of Education from action to institute contract termination proceedings pursuant to 3319.16 and 3319.161 of the Ohio Revised Code when in the sole and exclusive discretion of said Board it is determined that such action is warranted.

**ARTICLE VIII – EMPLOYMENT OF RETIREES AS TEACHERS**

This Article governs the terms and conditions of employment of any superannuate or “other system retirant” (as those terms are statutorily defined for purposes of O.R.C. Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article 1.02 of this agreement. Any such employee will become a bargaining unit member upon employment and, except as otherwise specified below, be subject to the provisions of this agreement.

The provisions of Article VIII supersede and prevail over any inconsistent terms that may appear elsewhere in this agreement or in any part of the O.R.C.

8.01 Definition of Retiree – A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

8.02 Vacancy – Where a teaching vacancy exists, which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent.

8.03 Salary – A Retiree may be paid at the BA-2 salary step level regardless of training and years of service in any Ohio public or private school and, so long as employment with the board continues, shall not advance on the salary schedule based either on years of service or additional training. This provision expressly supersedes Chapter 3317 of the O.R.C.

8.04 Contract Length – A Retiree shall receive a one year limited teaching contract that shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of employment of a Retiree through offering new one-year limited contracts that automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.

8.05 Evaluation – Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

8.06 Sick Leave – A Retiree shall accumulate and may use sick leave in accordance with Article IV of the Negotiated Agreement, but shall not be entitled to severance pay under Article VI of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

8.07 Insurance – A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members under Article VI of the Negotiated Agreement.

8.08 Seniority – A Retiree shall not accumulate seniority in the bargaining unit and has no right of recall in the event of a reduction in force pursuant to Article V of the Negotiated Agreement.

8.09 Sebring Retiree – An employee who retires from service with the Sebring Local Board of Education, at the written request of the employee, may be re-employed by

the Sebring Board of Education. The following provisions shall apply to this re-employment:

- 8.091 The retiree shall remain in the teaching assignment held prior to retirement whenever possible.
- 8.092 The retiree shall be offered the option of a one or two-year limited contract.
- 8.093 The retiree shall be paid at the B-4 salary step level during both years of the two year contract.
- 8.094 The employee is not eligible to participate in any insurance fringe benefit offered by this Agreement. If the employee is precluded under STRS policy (or other retirement system policy, if applicable) from obtaining medical benefits through STRS, then the Board shall choose to make certain medical benefits available.
- 8.095 All other provisions in the Agreement between the Sebring Board of Education and the Sebring Local Education Association shall remain in full force and effect.
- 8.096 Subject to these provisions, reemployed teachers who have retired are part of the bargaining unit.

#### **ARTICLE IX – EFFECTS OF THE CONTRACT**

9.01 **No Reprisals**

The Board and the Superintendent agree that there shall be no reprisals of any kind taken against the employees for action taken relative to negotiations, and/or membership representation, and/or holding office in the SLEA, and/or for the formal filing of a grievance.

9.02 **Amendment**

This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed only by an amendment in writing properly signed and adopted by each party.

9.03 Severability

9.031 Legal Compliance

If any provision of this Agreement or any application of this Agreement to any individual employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

9.032 Renegotiation of Invalid Provision

Any provision of this Agreement which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within fifteen (15) days after said finding is rendered.

9.033 Disagreement

If agreement has not been reached upon expiration of the fifteen (15) day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in Section 2.04 of this Agreement.

9.04 Legal Rights

Nothing in this Agreement, with the exception of Article VIII, shall deny any employee rights or privileges that are granted to said employees by the Ohio Revised Code or any other statute or law.

9.05 Individual Contracts

All individual contracts entered into between an employee and the Board shall be consistent with the terms and conditions of this Agreement, and compensation for bargaining unit positions shall not exceed those rates set forth in this Agreement.

9.06 Conflicts

It is understood that employees shall continue to serve under the direction of the Superintendent and in accordance with Board and Superintendent policies, rules, and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

9.07 Consolidation Rights

9.071 Transfer to New School District

9.0711 If bargaining unit members covered by this Contract are transferred to another or new school district during the term of this Contract, the employer agrees that prior to such transfer it will make a good faith effort to protect the security of its employees with the successor employer with the following exceptions and limitations:

- A. If the successor employer already recognizes a union which is an affiliate of the Ohio Education Association, then the transferred employees will be considered to be added to the existing bargaining unit; however, such transferred employees will enjoy the rights, protections, benefits and salaries/wages of the Contract providing greater rights, protections, benefits and salaries/wages for them until such time a new Contract is reached between the union and the successor employer.
- B. If the successor employer recognizes a union which is not an affiliate of the Ohio Education Association, the successor employer will refer the matter of representation to the State Employment Relations Board.

9.0712 Seniority

- A. If one of the employers does not recognize a union, the seniority provision of the Contract shall govern the credited seniority of all employees employed by the successor employer as if they had been bargaining unit members; or
- B. When both employers recognize unions affiliated with the Ohio Education Association and notwithstanding any other contractual seniority provision, seniority shall be defined as the length of continuous employment in a bargaining unit position beginning with the first day worked in such position.

9.072 Maintenance of Rights

9.0721 The new district consolidation, jurisdictional change or territorial transfer shall in no way diminish the individual contractual status, service credit for salary placement, or any other statutory entitlement that would have accrued to an employee had the district consolidation, jurisdictional change or territorial transfer not taken place.

9.0722 Any transferring employee shall have the previous district service combined with the newly created district service, and it shall be considered “continuous service” for retirement benefits and any other statutory or contractual benefit which requires continuous service.

9.08 Duplication and Distribution of the Agreement

9.081 Distribution

As soon as is reasonably possible after the parties have formally ratified this Agreement, but not later than thirty (30) days after the parties have proofread and executed the final draft, the Board shall have copies of the Agreement prepared and emailed to each employee. Employees hired thereafter shall also be furnished with a copy of the Agreement by email upon employment.

9.082 Printing of Amendment

Any amendment(s) to the Agreement that is adopted by the parties subsequent to the initial printing of the Agreement but prior to its expiration and that can be inserted into the Agreement without disturbing the unaffected provisions of the existing Agreement shall be printed on paper for insertion of the amendment(s) into the appropriate section(s) of the Agreement. If amendments cannot be inserted into the Agreement without disturbing the unaffected provisions, the Agreement shall be reprinted in its entirety.

9.083 Copies for SLEA's Use

The Board shall provide copies of the printed Agreement to the SLEA for the SLEA's use.

9.09 Duration of Contract Provisions

Unless otherwise specified herein, all provisions of this Agreement shall remain in full force and effect from September 1, 2019 until midnight, August 31, 2022.

IN WITNESS WHEREOF, the parties to this Agreement, signed this 30th day of May, 2019.

FOR THE SLEA

Heidi Shepherd  
PRESIDENT

Br. Clark  
CHIEF NEGOTIATOR

Acile & Mathias  
NEGOTIATOR

Janet Strope  
NEGOTIATOR

Lynn O'neal  
NEGOTIATOR

FOR THE BOARD

Debra Green  
PRESIDENT

Tom Johnson  
SUPERINTENDENT

Dawn Meeks  
TREASURER

Melinda Mcclure  
MEMBER

Scott Latham  
VICE PRESIDENT

- Appendix A** – Walkthrough Form
- Appendix B** – Pre-Conference Questions
- Appendix C** – Teacher Rubric
- Appendix D** – Final Summative Rating
- Appendix E** – Professional Growth Plan
- Appendix F** – Improvement Plan
- Appendix G** – Notice of Vacancy
- Appendix H** – Request for Transfer
- Appendix I** – Request of Reassignment

## Walkthrough: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

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

Evaluator Summary Comments:
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Recommendations for Focus of Formal Observations:
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Evaluator Signature: \_\_\_\_\_

 Photocopy to Teacher

**Sebring Local School District**  
**Pre-Conference Questions**



**Focus for Learning** (Standard 4: Instruction)

What is the focus for the lesson?

What standards are addressed in the planned instruction?

**Assessment Data** (Standard 3: Assessment)

What assessment data was examined to inform this lesson planning?

**Prior Content Knowledge/Sequence/Connections**

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

What prior knowledge do students need and what are the connections to future lessons?

**Knowledge of Students** (Standard 1: Students)

What should the evaluator know about the student population?

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

What instructional strategies and methods were used to engage students and promote independent learning and problem solving?

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

How will the instructional strategies address all students' needs?

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

What resources/materials will be used in instruction?

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

How will the environment support all students?

**Assessment of Student Learning** (Standard 3: Assessment)

How will you check for understanding during the lesson?

## Teacher Performance Evaluation Rubric

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

Teacher Name:

Date:

INSTRUCTIONAL PLANNING		- Ineffective -	- Developing -	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> (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 student 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 student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	<b>Evidence</b>				
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 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 demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.	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.	Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	<b>Evidence</b>				

## INSTRUCTIONAL PLANNING

		<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>INSTRUCTIONAL PLANNING</b>	<b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	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.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.	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.
<b>Evidence</b>				The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	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.

## INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b> <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	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.
	<b>Evidence</b>				The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.

Instruction and Assessment					
INSTRUCTION AND ASSESSMENT	Ineffective	Developing	Skilled	Accomplished	
	<p><b>LESSON DELIVERY</b>  <b>(Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</b></p> <p><b>Sources of Evidence:</b>            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				
	<p><b>DIFFERENTIATION</b>  <b>(Standard 1: Students; Standard 4: Instruction)</b></p> <p><b>Sources of Evidence:</b>            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 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				

	<b>Ineffective</b>  <b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<b>Developing</b>  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.	<b>Skilled</b>  Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	<b>Accomplished</b>  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.
<b>Evidence</b>				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<b>CLASSROOM ENVIRONMENT</b> <b>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</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>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
Evidence					

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

Professionalism				
PROFESSIONALISM	Ineffective	Developing	Skilled	Accomplished
	<p><b>PROFESSIONAL RESPONSIBILITIES</b>  <b>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b></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 minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>
Evidence				

## Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				
Student Growth Data 50%	LEAST EFFECTIVE	APPROACHING AVERAGE	AVERAGE	ABOVE AVERAGE
Student Growth Measure of Effectiveness				
Areas of reinforcement/ refinement:				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

## Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

## Improvement Plan

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator has a final summative rating of ineffective. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

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

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

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

## Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan 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: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Teacher'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.*

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

**SEBRING LOCAL SCHOOLS**

**NOTICE OF VACANCY**

POSITION \_\_\_\_\_

BUILDING \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ GRADE LEVEL(S) \_\_\_\_\_

SUBJECT \_\_\_\_\_

**QUALIFICATIONS REQUIRED**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

COMPENSATION \_\_\_\_\_

DATE OF POSTING \_\_\_\_\_

DEADLINE FOR APPLICATION \_\_\_\_\_

**SEBRING LOCAL SCHOOLS**

**REQUEST FOR TRANSFER**

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF CONTRACT \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

SUBJECTS AUTHORIZED ON TEACHER CERTIFICATE(S) \_\_\_\_\_

ASSIGNMENT REQUEST (BE AS SPECIFIC AS POSSIBLE) \_\_\_\_\_

STATE BRIEFLY THE REASONS FOR THIS REQUEST \_\_\_\_\_

LIST YOUR ACADEMIC QUALIFICATIONS FOR THIS REQUEST \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NOTE: The assignment of teachers will be the responsibility of the Superintendent of Schools (Ohio Revised Code Section 3319.01). This form is to be used to request a transfer as per the Master Agreement between the Board and the Association. This request will be invalid if not acted upon by August 15. During the school year, new requests will be required for all announced vacancies.

File this request with the Superintendent of Schools.

DATE RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_

SEBRING LOCAL SCHOOLS

**REQUEST FOR REASSIGNMENT**

NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF CONTRACT \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

SUBJECTS AUTHORIZED ON TEACHER CERTIFICATE(S) \_\_\_\_\_

ASSIGNMENT REQUEST (BE AS SPECIFIC AS POSSIBLE) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE BRIEFLY THE REASONS FOR THIS REQUEST \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LIST YOUR ACADEMIC QUALIFICATIONS FOR THIS REQUEST \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The assignment of teachers will be the responsibility of the Superintendent of Schools (Ohio Revised Code Section 339.01). This form is to be used to request a reassignment as per the Master Agreement between the Board and the Association. This request will be invalid if not acted upon by August 15. During the school year, new requests will be required for all announced vacancies.

DATE RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_

**SLEA Negotiated Agreement**  
**September 1, 2019 – August 31, 2022**

**Certificate of Funds**  
**(ORC 5705.412)**

IT IS HEREBY CERTIFIED that the Sebring Local School District 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 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 educational program on all the days set forth in its adopted school calendar 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.

DATED: 5/30/19

BY: DeAnn Meeks  
Treasurer

BY: John J. Scavini  
Superintendent of Schools

BY: Edmund J. Green  
President, Board of Education

