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NEGOTIATED AGREEMENT

between the

**SANDUSKY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

SANDUSKY EDUCATION ASSOCIATION

September 1, 2021- August 31, 2024

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ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – NEGOTIATIONS

2.01 Initiating Negotiations

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

2.02 Negotiating Teams

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

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

2.03 Negotiations Meetings

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

2.04 Assistance

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

2.05 Exchange of Information

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

2.06 Agreement

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

- C. Upon written notice of ratification by the Association, the contract shall be presented to the Board for adoption consideration.
- D. When ratified and adopted, the Agreement shall become the contract between the parties for the period stated in the contract.
- E. The Board and Association shall share equally the cost of printing this Agreement.

2.07 Disagreement

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

2.08 Effect of the Negotiations Procedural Agreement

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

2.09 Midterm Bargaining

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

- C. If the SERB standard for determining the propriety of midterm bargaining should change from the standard adopted in SERB 2001-05, then this Article shall lapse at the expiration of this collective bargaining agreement, and the parties shall negotiate in regard to successor language, if any.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.01 The Association shall have the following rights as the sole organization representing the bargaining unit:
 - A. To use the facilities of any building for meetings, without fee, upon notification and prior approval of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with school or school business and any previously authorized activity in said building.
 - B. To use the school email system for communication with members.
 - C. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars, consistent with building and school district procedures, provided such mail is designated as SEA mail.

- D. To use bulletin boards in teacher lounges or workrooms to disseminate information to members, provided the materials posted are identified as Association postings.
- E. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.
- F. The Board will provide the Association with Board agenda and all pertinent reports within one (1) day of when they are mailed or delivered to the members of the Board.
- G. Upon request the Association will be placed on the agenda to address the Board at Board meetings.
- H. The Labor Management Committee (LMC) will consist of four (4) teacher representatives (one [1] from each level: Elementary, Junior High, High School, and Special Education), and the SEA President, and three (3) administrators appointed by the Superintendent. In addition, the Superintendent may attend at his/her discretion.
 - 1. The committee shall be scheduled to meet monthly unless the SEA President and Superintendent agree mutually to cancel. The committee shall serve the purpose of increasing communication and addressing common concerns and problems in the District.
 - 2. An agenda of items for discussion shall be mutually agreed upon in advance of the meeting and sent to all members. All members shall bring to the meeting their ideas, thoughts, comments, and constructive resolutions to the agenda items.
- I. To allow the SEA President or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special concerns of teachers must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board of Education and Administration.
- J. To provide SEA with all Board policies and to keep SEA updated with copies as they are approved and updated by the Board.
- K. Once a member has joined the Sandusky Education Association (SEA), it is a one (1) year dues obligation from September 1 through August 31. If a member opts out of membership mid-year, he/she is still responsible for his/her dues obligation for the remainder of the year.

ARTICLE 5 – TEACHER RIGHTS

5.01 Equal Rights Clause

A. Equal Opportunity

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

B. Equal Rights

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

5.02 Teacher Authority

A. Student Behavior

Each building shall have a student handbook mutually developed by the administration and faculty of the building in conjunction with Board Policy. The Association President will be notified a minimum of thirty (30) days prior to when a building is working on updating the student handbook.

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

B. Disciplinary Rights

1. The teacher shall have the right to discipline pupils for acts which are detrimental to the good order and the best interest of the school.
2. Each building principal shall provide an explanation to the teaching staff in that building of the guidelines, outlining proper building procedure in regard to pupil discipline which shall include reasonable documented parental contact prior to administrative intervention. Any teacher who is uncertain about proper procedures is responsible for reviewing them with the building principal.

3. The administration shall give full support and expedient assistance to professional staff members with respect to maintaining control and discipline in the classroom.
4. Emergency application of reasonable force or restraint is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself and to protect other persons and property.

C. Student Discipline

1. Whenever a student fails to respond to a teacher's reasonable request to refrain from activities which seriously affect the learning atmosphere in the classroom, disciplinary action will be promptly taken by the classroom teacher. If the teacher's disciplinary attempts are not successful, action will be promptly taken by the building principal.
2. Classroom teachers shall be notified in writing within three (3) days by the building Principal and/or District Administrator regarding discipline imposed on students within their classroom.
3. The term classroom, in this section, shall be defined as any and all areas for which a teacher has been assigned and/or any and all areas of school property wherein a teacher may be present.
4. Any student who commits assault upon a teacher shall be removed from the classroom immediately, upon the request of the teacher. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately.
5. A student having committed battery upon a teacher shall not be reassigned to that teacher's class without the prior knowledge and consent of the teacher. The teacher's consent is not needed if he/she is the only teacher at that grade level or unit.
6. If a penalty imposed on a student is reduced through the appellate process, the teacher shall be informed of the reasons.
7. Whenever a change in student assignment intra-building or inter-building occurs, an informational conference shall be held. The former teacher(s) of the student, the teacher(s) newly assigned to the student, and an administrator shall be present.
8. Student discipline shall be documented and documentation shall be available for teacher review. The Board agrees to implement a digital platform for student discipline at all grade levels as soon as feasible.

5.03 Political Activity

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

5.04 Review of Administration Efficiency

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

5.05 School and Personal Property Liability Coverage

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

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Definitions

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

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

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

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

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

6.02 Purpose

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

6.03 General Provisions

- A. Both parties agree that grievance proceedings should be handled in as confidential manner as may be appropriate to any level of the procedure.
- B. Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of this Agreement.
- C. Record of the grievance proceedings shall be filed separately from the personnel files of the participants.
- D. In all levels of the formal proceedings, official Grievance Report Forms, Exhibit A, shall be made in triplicate; one (1) for the aggrieved; one (1) for the Administration; one (1) for the Association.
- E. Representation of choice may be used by any party involved in the grievance procedure at any level.
- F. The Association has the right to be present for the adjustment of any and all grievances.
- G. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the grievance procedure.

6.04 Procedure

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

LEVEL ONE – INFORMAL

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

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

LEVEL TWO – FORMAL

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

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

LEVEL THREE – FORMAL

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

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

LEVEL FOUR – FORMAL

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

LEVEL FIVE – FORMAL

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

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

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

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

6.05 Miscellaneous

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

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Sick Leave

- A. All full-time teachers shall accumulate sick leave credit at the rate of one and one-quarter (1 ¼) days per month under contract (including summer months).
- B. All new full-time teachers will be advanced a total of seven (7) days of their sick leave credit upon their initial employment if they do not have transferable accumulated sick leave from prior employment. If a teacher's employment ends prior to the repayment of sick leave advanced, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.
- C. A total of fifteen (15) days of sick leave may be earned in any 12-month period. The accumulation will be unlimited.
- D. Regular part-time teachers shall accumulate sick leave credit equal to the time actually worked at the same rate as that granted full-time teachers.
- E. Sick leave may be used for any absence of the teacher due to personal illness, injury, physical disability, including pregnancy, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family.
- F. For purposes of this Article "immediate family" includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, stepmother, stepfather, grandparents, grandchildren, stepchildren, foster children, foster parents, and other legal dependents.
- G. Upon returning from sick leave, the teacher shall complete a Sick Leave Form, Exhibit B.

- H. The administrator may request medical documentation for teacher use of extended sick leave when the administrator determines that reasonable cause for such a request exists. Medical documentation shall be a note from the teacher's physician indicating the medical reason for the teacher's absence.

7.02 Bereavement Leave

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

7.03 Child-Care Leave

- A. A teacher shall be granted an unpaid child care leave to care for a natural or adopted child at his/her request and in accordance with the specifications stated below. Current rights of teachers to utilize sick leave under Section 7.01 will apply.
 - 1. The teacher shall apply in writing to the Superintendent or his/her designated representative not later than twenty (20) school days prior to the beginning date of the requested leave of absence. The written application shall specify the proposed dates the leave is to commence and terminate, but in each case the dates approved by the Superintendent shall be those least disruptive to the educational process.
 - 2. A childcare leave shall not be granted beyond the balance of the school year; however, the childcare leave may be renewed for one (1) additional contract year upon the recommendation of the Superintendent and with the approval of the Board. A teacher requesting reinstatement from child care leave shall submit such request in writing not later than April 1 of the contract year preceding the anticipated return to teaching. Failure to provide the written request to return from childcare leave prior to April 1 will result in termination of the teacher's contract.
 - 3. Once the leave is approved by the Superintendent and the Board, it may only be altered or canceled with the approval of the Superintendent, the Board and the applicant.

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

7.04 Personal Leave

- A. Employees shall be granted up to three (3) personal leave days per school year which shall not be charged to sick leave.
- B. Requests for personal leave shall be submitted through the Building Principal two (2) or more days prior to the intended absence, when possible.
- C. Unused personal leave days will be converted to sick leave after the end of the school year.
- D. Personal leave cannot be used to seek employment or to work another job, including self-employment. Personal leave may not be used on the first or last weeks of school, nor on the day before or after a holiday or vacation day; inservice day; or during the administering of state mandated tests, unless an exception is granted in writing by the Superintendent.
- E. Employees need not give a specific reason for the use of personal leave but must certify on the personal leave form that the leave will not be used for a restricted purpose. (See Exhibit C)
- F. The Superintendent may grant additional personal leave for other justifiable purposes.

7.05 Assault Leave

- A. Any teacher who is assaulted while performing assigned duties shall be granted a paid Leave of Absence for the period designated by the teacher's physician not to

exceed ninety (90) contract work days, and said days shall not be deducted from Sick Leave.

- B. For receipt of Assault Leave, the teacher must file either an Incident Report with the District and/or a Police Report and cooperate with the legal authorities in any prosecution. A teacher may either receive Workers Compensation temporary disability payments or Assault Leave for the days of absence.
- C. If the teacher receives any payment for lost wages for a court suit, the Board shall be reimbursed for any Assault Leave payments that are specifically granted in the court suit.

7.06 Court Leave

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

7.07 Military Leave

Military Leave and benefits shall be granted to teachers pursuant to Federal and State law Ohio Revised Code.

7.08 Professional Leave

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

- A. Priority shall be given to attendance at meetings designated for improvement of the professional competence of the teacher in the assigned position in the schools.
- B. Leave for professional meetings or conferences will not be charged against personal leave provided it is approved, in advance, by the principal, division administrator and Superintendent.

- C. Authorized expenditures for professional meetings shall be limited to those amounts appropriated for this purpose during any one fiscal year.
- D. When limited finances make it impossible for the Board to reimburse a teacher for a professional meeting, leave may be granted with the understanding that the applicant is responsible for all expenditures connected with the leave.
- E. The completed expense voucher attached to each professional meeting application form shall be completed and submitted with itemized bills as appropriate upon return from the professional meeting.

7.09 Association Leave

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

7.10 Family and Medical Unpaid Leave

The Board will comply with Federal Law regarding FMLA.

Detailed benefits and provisions can be found on the following websites: fmlaonline.com and <http://www.dol.gov/compliance/laws/comp-fmla.htm>.

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

- A. Unused personal days shall be converted to sick leave days at the conclusion of the contract year.
- B. Stipends shall be paid by the Board in the second pay in June to each bargaining unit member for low-use and non-use of personal and sick leave (combined total) within the period of July 1 to June 30, exclusive of bereavement leave, as follows:
 - 1. Non-use of both personal and sick leave shall pay a stipend of two hundred twenty-five dollars (\$225).
 - 2. Up to one (1) day use of combined leave (sick and/or personal) use shall pay a stipend of one hundred fifty dollars (\$150).
 - 3. Up to two (2) days of combined leave (sick and/or personal) use shall pay a stipend of seventy-five dollars (\$75).

7.12 Unpaid Leave

A. Unpaid Leave Days

Teachers may be granted unpaid leave days upon submission of an unpaid leave form to the Superintendent and/or Designee and approval of the Board of Education.

B. Medical Unpaid Leave

The Board shall grant a leave of absence without pay for a period of up to two (2) years for the following purposes:

1. Personal illness;
2. Physical or mental disability.

The Board may request and shall be provided medical verification of the teacher's inability to work prior to granting such unpaid leave.

Upon return to service in the District at the expiration of such leave of absence, the teacher shall resume the contract status held immediately prior to such leave.

A teacher shall be eligible to have any and all of his/her insurance coverage continue during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month. The Treasurer will notify the employee of the amount of the premium and the address to which it is to be sent.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined

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

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue from all the time an employee is on active pay status or is receiving Workers' Compensation benefits.
- C. Time spent on unpaid leave, layoff, or employed in a full-time non-bargaining unit position shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

- D. Full-time employees shall accrue one (1) year of seniority for each year worked.
- E. Part-time employees shall accrue seniority pro-rated against the minimal full-time employee's work year.
- F. No employee shall accrue more than one (1) year of seniority in any work year.

8.02 Equal Seniority

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

8.03 Loss of Seniority

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

8.04 Posting of Seniority List

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

- A. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

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

ARTICLE 9 – ASSIGNMENTS, VACANCIES, AND TRANSFERS

9.01 Assignment and Transfer

The assignment or transfer of staff members shall be based primarily on the needs of the students and the instructional program. It is recognized, however, that staff member satisfaction with assignments may be expected to have a significant impact on morale and the effectiveness of the total educational program. Therefore, staff members will be assigned on the basis of a collective analysis of seniority, qualifications, the needs of the District, and their expressed desire, pursuant to the following guidelines:

9.02 Definitions

- A. A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.
- B. A voluntary transfer shall be defined as a staff member initiated reassignment.
- C. As involuntary transfer shall be defined as a Central Office initiated reassignment of an employee.
- D. Home School shall be defined as the primary assigned building for an employee assigned to one (1) or more buildings.
- E. A vacancy shall be defined as any position in the bargaining unit which is not filled resulting from:
 - 1. An employee's leaving employment as a result of a termination, resignation, non-renewal for cause, or death.

2. An employee's transfer to another bargaining unit position.
 3. An employee's assuming a non-bargaining unit position.
 4. An employee's leave of absence for more than ninety (90) working days, and it is not specifically provided for in the Contract that the employee retains the right to return to the same position.
 5. The creation of a new bargaining unit position.
- F. The Displaced List shall be defined as those staff members who have been displaced from their current assignment in accordance with Section 9.04 of this Article. The Displaced List does not give members preference for vacancies over more senior members not on the Displaced List. Bargaining Unit Members on the Displaced List, including those administratively assigned to part-time tutor positions, maintain all bidding and recall rights.
- G. Seniority shall be as defined in Article 8 of this Agreement.
- H. Building realignment shall be defined as any such change in the configuration of classroom, grade level, and subject area class within a given building. This includes, but is not limited to, Title positions. Building realignments shall be determined by the Administration prior to Reduction-in-Force procedures (as found in Article 10 of this Agreement) being set into motion so that all available positions can be offered to qualified staff.
- I. Posting shall be defined as written notification of the vacant position to the Association president and bargaining unit member(s).
- J. An interim vacancy shall be defined as a vacancy that occurs after the first teacher work day of the school year.

9.03 General Procedure

- A. Except as stated herein, nothing shall be construed as limiting the district's ability to advertise, interview, and employ, for any position, individuals not currently holding a contractual position with the Sandusky City Schools.
- B. Annually each staff member will receive and complete an employment questionnaire that requests information concerning the staff member's objectives for the forthcoming school year in such areas as continuation in present position, transfer to a new position, resignation from the school district, retirement or indefinite plans, and an opportunity to request an individual interview where appropriate.

- C. The administration will notify staff members of their tentative assignment for the next school year by the last teacher work day of the current school year.
- D. All teacher transfers and assignments involving positions with the Middle School core curriculum (i.e. math, science, etc.) shall only be filled with teachers having a 7-12 or 4-9 certification/licensure for the specific subject matter of the core curriculum. All bargaining unit members employed as of August 2002 will be exempted from this provision.
- E. Vacancies shall be posted within ten (10) business days of the position vacancy approval by the Board or other circumstance creating a vacant position. No posting shall begin during a scheduled break within the school year. Postings shall continue through the summer break. The last day for a vacancy to be filled by a current bargaining unit member will be July 1. After July 1, staff members may be administratively assigned according to their intent forms, seniority, and in-place licensure. Such administrative assignments, excluding involuntary transfers, will be made after discussion with the affected staff member.
- F. In the event that a building closing and/or realignment will occur, the Board shall give written notice to the Association by May 1st of the current school year.
- G. Any teacher who is transferred shall be provided boxes with which to pack his/her own materials and the district-owned materials to be transferred. These boxes shall subsequently be delivered by the Board to the newly assigned classroom at least ten (10) days prior to the start of the assignment.

9.04 Involuntary Transfers

- A. The least senior teacher in the grade level or subject area affected by a building realignment shall be placed on the Displaced List. Involuntary transfers shall not be arbitrary or capricious. Any teacher involuntarily transferred shall be given written reason(s) for such transfer.
- B. All transfers on unassigned and displaced staff will be to a Displaced List.
- C. If funding is reinstated, any teacher who has been involuntarily transferred due to possible lack of funding for their current position (i.e. Title I positions, etc.) shall be returned to the position from which they have been involuntarily transferred. If the teacher has accepted another vacant position while on the displaced list, that position shall be posted again and filled in accordance with Section 9.05 of this Article.
- D. Interim vacancies will be filled with the most senior displaced qualified bargaining unit member currently drawing a teacher salary through Title I funds. The displaced bargaining unit member's position will be filled by one (1) or more former bargaining unit member(s) on the Recall List, if one exists and is qualified

for the position. The recalled bargaining unit member(s) will be subject to the Reduction-in-Force procedure, should no position(s) remain available for them in the following school year. If no displaced bargaining unit members exist, or are qualified to fill the interim position, the Recall Procedure will be implemented. If no former bargaining unit members on the Recall List exist, or are qualified or available to fill the interim vacancy, a new teacher may be hired to fill the interim vacancy. Said newly hired teacher will be moved to the Displaced List at the conclusion of the school year so that the vacancy can be filled under the terms of this agreement.

- E. If the building realignment process must be enacted within an elementary building, seniority will determine which teacher(s) are displaced from classroom positions into Title I positions. The least senior classroom teacher in a position for which the originally displaced teacher is qualified through certificate or license, shall be placed onto the Displaced List and administratively placed into a Title I position, while maintaining their teacher salary. Any ties in seniority shall be broken according to the distinctions/qualifications listed in 9.05, B2. The more senior, originally displaced teacher may either accept the vacated classroom position or may elect to accept the Title I position instead, with the understanding that their teacher salary will be changed to Title pay.

If a building realignment process must be enacted in any building other than an elementary building, seniority will determine which teacher(s) will be reassigned. Any ties in seniority shall be broken according to the distinctions/qualifications listed in 9.05, B2.

9.05 Voluntary Transfers

- A. All bargaining unit positions which become vacant shall be posted for a period of five (5) work days, unless emergency conditions preempt said posting as waived in written concurrence of the Association president. Posting shall be defined as written notification of the vacant position to the Association president, with notice of the vacant position being sent to bargaining unit member(s). All bargaining unit members may bid on all postings, except those members who have been awarded a bid in the previous six (6) months of the posting.
- B. Position vacancies will be posted on the basis of assignment, required certification/licensure, and qualifications and filled as follows:
 - 1. Those bargaining unit members who are administratively assigned from the Displaced List (who did not accept a position while on the Displaced List) will not be considered as having been awarded a position under the bid provisions, and will be eligible to bid on and be awarded one (1) position under the bid procedures. Those teachers who accept a position while on the Displaced List will be regarded as having accepted a bid award.

2. Seniority, certification/licensure past experience, and contract status will collectively determine the filling of vacancies. If two (2) or more bargaining unit members bid on the same position, the filling of vacancy will be based upon the following order of qualities or distinctions.
 - a. Possession of appropriate current certification/licensure. Proper credentials must be on file with the district administrative office at the time of bidding.
 - b. Seniority. The most senior staff member, according to the district seniority list, shall be awarded the bid. (See 8.02)
 - c. Grade-level/subject-area experience. The most experienced (within the specific assignment) staff member will be awarded the bid.
 - d. Contract Status. The possession of continuing contract status shall result in the award of the bid over a staff member on limited contract status.

9.06 Voluntary Reassignment Opportunity

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

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

The procedure will occur as follows:

1. Administration will notify staff members of any remaining reduced staff members and any remaining vacancies, for which reduced staff member(s) are not qualified to accept.
2. Interested classroom teachers will make their intent to volunteer for a change in teaching assignment for the purpose of preserving a fellow bargaining unit member's position in writing within five (5) days of Administration notification of the opportunity.
3. Administration and Association leaders will review the situation and ensure that all requirements for the application of this contract language are met.

4. Once Administration and Association leaders and effected staff members have reached consensus, administrative assignments of the staff members will occur.
5. The classroom teacher making this voluntary move will receive up to three (3) days worth per diem rate stipend (according to their current position on the salary schedule) as compensation for the additional work involved in voluntarily changing assignments. Work days must be scheduled with the building principal and worked within the two (2) weeks prior to the start of the new school year in which the change of teaching assignment takes place.

9.07 Involuntary Reassignment After the Start of the School Year

Any teacher involuntarily reassigned after the start of the school year shall receive three (3) professional leave days prior to the effective date of the reassignment for classroom preparation and shall be paid an additional One Thousand Dollars (\$1,000.00) within thirty (30) days after the effective date of the reassignment.

9.08 Elementary School Reconfiguration Committee

The parties agree to form a committee of six persons, three (3) appointed by the Superintendent and three (3) appointed by the Association President, to meet and confer on the effects of the reconfiguration of elementary schools. The committee will issue its recommendations to the Superintendent at least ninety (90) days prior to the effective date of the reconfiguration. Nothing in the committee's recommendations shall alter or reduce the Superintendent's authority to assign teachers in accordance with this Agreement and law.

ARTICLE 10 – REDUCTION IN FORCE

10.01 Staffing

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

10.02 Definition

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

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

- A. Financial reasons.
- B. Decreased enrollment.
- C. Return of teachers from leaves of absence.

- D. Suspension of schools or territorial changes.
- E. Any other reason permitted under R.C. 3319.17.

10.04 Association Notification

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

10.05 Implementation of Reduction in Force

- A. Reductions shall first be done by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.
- B. In implementation of a reduction in force, seniority shall not give preference to any teacher, except when making a determination between teachers who have comparable evaluations. Comparable shall be defined as follows:
 - 1. All Accomplished rated teachers shall be considered comparable.
 - 2. All Skilled and Developing rated teachers shall be considered comparable.
 - 3. All Ineffective rated teachers shall be considered comparable.
 - 4. For the purposes of RIF, all OTES/OSCES and non-OTES evaluations will be deemed comparable.

Any ties in seniority shall be broken according to the distinctions/qualifications listed in section 9.05(B)(2).

- C. Teacher(s) shall be displaced from classroom positions into Title I positions. A classroom teacher in a position for which the originally displaced teacher is qualified through certificate or license, shall be placed onto the Displaced List and administratively placed into a Title I position, while maintaining their teacher salary. An originally displaced teacher may either accept the vacated classroom position or may elect to accept the Title I position instead, with the understanding

that their teacher salary will be changed to Title pay. This section only applies until the Title Teacher positions are completely phased out.

- D. If additional reductions are necessary, limited contract teachers shall be laid off before continuing contract teachers.
- E. Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
- F. No ineffective teacher shall displace any teacher with a higher evaluation rating.
- G. A teacher to be laid off due to a RIF shall be given thirty (30) days advance written notification prior to the effective date of the RIF. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reason for RIF, the effective date of the contract suspension, and the date of the Board's action to implement the RIF.
- H. No new hire shall be employed in a bargaining unit position within an area of certification or license held by a teacher on the recall list, until all teachers on the recall list within that area of certification or license have been offered the position.
- I. No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- J. Work previously performed by a teacher whose contract has been suspended by an implementation of a RIF shall not be subcontracted.
- K. While on layoff, a teacher will have the option to remain an active participant in the insurance programs provided in this agreement by paying the full amount of the premiums to the Treasurer's office at least thirty (30) calendar days in advance of the monthly premium due date.
- L. Teachers on the recall list will be given preferential treatment as substitute and part-time teachers. However, acceptance or refusal of such positions shall not disqualify any teacher from the recall rights specified herein.

10.06 Recall Rights

- A. Laid off teachers shall be recalled in reverse order of layoff to available bargaining unit positions for which they are certified or licensed.
- B. Notice of recall will be given by certified and regular mail to the last address given by the teacher to the Superintendent's office. A copy of the notice of recall

shall be given to the Association. The teacher shall have five (5) days after the date of receipt to accept the offer of recall in writing. Failure to notify the Superintendent of the acceptance of recall in writing within this time period shall result in the teacher being removed from the recall list. For purposes of this section only, “days” means days the Board office is open for business.

- C. A teacher who has been laid off shall remain on the recall list for a period of two (2) years unless he/she is recalled, fails to accept recall to a position for which he/she is certified or licensed, fails to respond to the recall offer within the time provided in Section 10.06 B above, waives his/her recall rights in writing, resigns, or retires under Ohio State retirement system.

ARTICLE 11 – NONRENEWALS AND TERMINATIONS

11.01 Termination of Contract

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

11.02 Nonrenewal of Limited Contract

A. Nonrenewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Three (3) Years or Less

1. Limited contract teachers who have been employed for three (3) or fewer years shall be notified in writing by the Superintendent by May 10 that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session, with representation. Teachers whose contracts are nonrenewed shall receive written notice from the Board no later than May 31st.
2. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years, or who are otherwise on a probationary period, supersedes all provisions of O.R.C. 3319.11, O.R.C. 3319.111, and O.R.C. 3319.112. Such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or the negotiated grievance procedure.

B. Nonrenewal of Limited Contract Teaching Contracts for Non-Probationary Employees

Nonrenewal of non-probationary limited contract employees shall be in accordance with O.R.C. Section 3319.11.

- C. Teachers with more than three (3) completed years of continuous experience in the Sandusky City School District shall only be nonrenewed for just cause.

ARTICLE 12 – TEACHER EVALUATIONS

Non-OTES teachers shall be evaluated in accordance with the following procedures

12.01 Purpose

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

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

The parties agree to create new evaluation forms for each unique job classification covered by the non-OTES evaluation procedure.

12.02 Procedures

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

Teachers who are on limited contracts shall be evaluated annually. Teachers who are on continuing contract status shall be evaluated at least once every three (3) school years.

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

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

- C. 1. Bargaining unit members employed for three (3) or fewer years
- Bargaining unit members employed for three (3) years or fewer shall have at least two (2) formal observations each year. The first observation shall be completed during the first semester, with the appraisal/evaluation instrument being given to the member not more than ten (10) days after the completion of the first semester. The second observation shall be completed on or before May 1, with the appraisal/evaluation instrument being given to the member by May 10.
2. Bargaining unit members with more than three (3) years teaching and limited contracts.
- Bargaining unit members who have been employed for more than three (3) years and who are on limited contracts (non-tenured contracts) shall be evaluated at least once annually. The evaluation shall consist of two (2) classroom observations and it shall be completed by May 1, with the appraisal/evaluation instrument being given to each member by May 10.
- D. Additional observations of staff members may be held at the request of either the administrator or staff members if deficiencies are noted. Such requests by staff members must occur within three (3) contract days after receipt of an evaluation instrument in which deficiencies are noted. A post-conference will be held within ten (10) contract days following each formal observation.
- E. The staff member may respond to the written appraisal in writing. This response shall then be attached to the written appraisal and be placed in the staff member's personnel file and must be submitted within twenty (20) days after receipt of the written appraisal.
- F. The staff member shall be made aware of any problems or deficiencies within fifteen (15) contract days after such problems or deficiencies are noted by the administrator. The administrator shall provide the teacher specific written approaches for appropriate improvement through a detailed action plan following each evaluation. Prior to the implementation of the action plan, the administrator shall discuss with the teacher strategies and activities identified on the Plan for Improvement Form (Exhibit D-4).
- G. All action plans for improved performance and correcting cited deficiencies shall be presented to the staff member on Plan for Improvement Form (Exhibit D-4).
- H. Only procedural compliance with the evaluation procedure may be grieved. The substance or the conclusions of the evaluation process cannot be grieved.

- I. Non-renewals of limited contracts shall be initiated only following the completion of the evaluation procedure under this Article.

12.03 Appraisal Documents

A. Self-Evaluation

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

12.04 Contractual Status

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

12.05 Job Descriptions

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

OHIO TEACHER EVALUATION SYSTEM (OTES) EVALUATION

OTES Teachers shall be evaluated in accordance with the following procedures:

12.06 Definitions

A. OTES

The Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education.

B. Teacher

For purposes of this article, “teacher” means a licensed instructor employed by Sandusky City Schools who spends at least fifty percent (50%) of their time providing content-related student instruction and who is working under one (1) of the following:

1. A teacher working under a license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty percent (50%) of their time providing content-related student instruction.
2. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2009, who spends at least fifty percent (50%) of their time providing content-related student instruction.
3. A teacher working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of their time providing content-related student instruction.

This evaluation policy does not apply to substitute teachers or instructors of adult education; any teacher who was on leave for fifty percent (50%) or more of the school year; a teacher who submitted notice of retirement and the notice has been acted upon by the Board on or before December 1 of the school year in which they plan to retire.

Teachers not meeting this definition are not subject to evaluation under this article. Full-time bargaining unit members who do not meet the definition will be evaluated using an adapted SCS Teacher Evaluation system consistent with their position as defined in the evaluation procedures of the collective bargaining agreement in effect between the Board and the Sandusky Education Association (SEA).

C. Credentialed Evaluator

Appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this article, each teacher subject to evaluation will be evaluated by a person who meets all of the following:

1. eligibility requirements under ORC 3319.111 (D1-2)
2. holds at least one (1) administrator certificate/license under ORC 3319.22
3. shall be credentialed at the time of any observation, walkthrough, or evaluation and meets the eligibility requirements under ORC 3319.111(D1-2), 3319.01.
4. has completed State sponsored evaluation training and has passed an online credentialing assessment
5. employed by the Sandusky City School District

The Superintendent or designee will maintain a list of credentialed evaluators as necessary to effectively implement this article.

D. High-Quality Student Data (HQSD)

Locally determined data that provides evidence of student learning attributable to the teacher who is being evaluated.

E. Evaluation Cycle

The period of time from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Revised Code.

F. Evaluation Factors

Observation(s), walkthrough(s), and other components required by Ohio Revised Code to be used in the teacher evaluation procedure.

G. Evaluation Framework

The document created and approved by the Ohio Department of Education that establishes the standards-based evaluation of teachers in accordance with ORC 3319.111(A) and that establishes the standards-based framework for the evaluation of teachers developed under ORC 3319.112.

H. Evaluation Instruments

Forms used in the OTES 2.0 evaluation procedure will be based on those provided by ODE.

I. Evaluation Procedure

The procedural requirements set forth in this article are intended to provide specificity to the statutory obligations established under ORC 3319.111 and ORC 3319.112 and to conform to the framework for the evaluation of teachers developed under ORC 3319.112.

J. Final Evaluation Rating

The final summative evaluation rating that is assigned to a teacher based on the holistic review of all Evaluation Factors observed and evidence obtained during the Evaluation Cycle. The rating shall be “accomplished,” “skilled,” “developing,” or “ineffective.” The final rating shall not be weighted in such a way that one (1) component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation.

K. Evidence

Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

L. Professional Growth Plan

A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

M. Improvement Plan

A detailed, written plan developed by the evaluator, utilized when a teacher receives an Evaluation Rating of Ineffective, or evidences a deficiency on any individual component of the evaluation system.

When an improvement plan is initiated by an evaluator due to a score of ineffective on a component(s) of an observation, the following items shall be identified:

1. Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;
2. Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;
3. Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;
4. Determine additional education or professional development the teacher needs to improve the identified area(s); and
5. Gather evidence of progress or lack of progress.

N. Poorly Performing Teacher

Refers to teachers identified through the evaluation process set forth in this article who demonstrate an inability and/or unwillingness to meet the reasonable expectations as established in his/her improvement plan.

O. Teacher of Record

A teacher who is:

1. A licensed instructor employed by Sandusky City Schools; and
2. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and
3. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated “teacher(s) of record”; and
4. Responsible for at least fifty percent (50%) of a student’s scheduled and attended instructional time within a given subject or course.

P. Retention

Employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this procedure. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this procedure.

Q. Comparable Evaluations

Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing/Skilled,” and “Accomplished.”

12.07 OTES Procedures

If either the teacher or evaluator is absent from work, all timelines established within this Article shall be automatically extended by the days of absence.

OTES Teachers shall be evaluated in accordance with the following procedures:

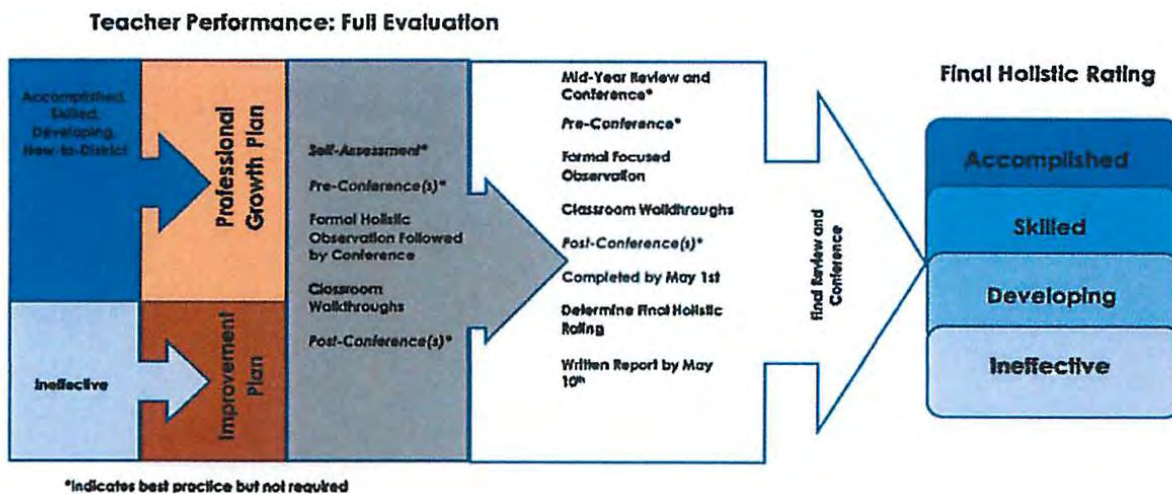
Standards-Based Teacher Evaluations

- A. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based

upon teacher performance. Each teacher evaluation will result in an evaluation rating of one of the following:

1. Accomplished
2. Skilled
3. Developing
4. Ineffective

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



The superintendent has the option not to evaluate:

1. Any teacher on parental, medical, or other leave approved by the BOE for a period of eighteen (18) weeks or one (1) semester will not be evaluated during that school year. During any time worked within the school year, the teacher will participate in a holistic observation, walkthroughs, and monitoring of their growth plan based on their previous final evaluation rating.
2. Any teacher on parental, medical, or other leave approved by the BOE for more than eighteen (18) weeks or one (1) semester plus a portion of the second semester will not be evaluated during that school year or required to participate in a holistic observation, walkthroughs, and monitoring of the growth plan during school that year.
3. A teacher who has submitted a notice of retirement that is accepted by the Board no later than December 1st will be exempt from evaluation that year.

4. A teacher who is participating in the Ohio Department of Education Resident Educator Program in the year during which the teacher takes at least half of the performance-based assessments as prescribed by the State Board of Education for the first time.

B. Evaluation Intervals Based on Contract Status and Performance Ratings

1. A teacher who receives a rating of “accomplished” on their most recent evaluation will be evaluated once every three (3) years.
 - a. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan.
 - b. The professional growth plan will focus on the most recent evaluation of the teacher.
 - c. The teacher will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated. The post-conference shall include a discussion of progress on the teacher’s professional growth plan.
2. A teacher who receives a rating of “skilled” on the teacher’s most recent evaluation will be evaluated once every two (2) years.
 - a. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan.
 - b. The professional growth plan will focus on the most recent evaluation and observations of the teacher.
 - c. Teachers will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated. The post-conference shall include a discussion of progress on the teacher’s professional growth plan.
3. A teacher who receives a rating of “developing” on the teacher’s most recent evaluation will be evaluated annually.
 - a. The teacher will develop a professional growth plan guided by their assigned credentialed evaluator.
 - b. The professional growth plan will focus on the most recent evaluation and observations of the teacher.

4. A teacher who received a rating of “ineffective” on the teacher’s most recent evaluation will be evaluated annually.
 - a. The teacher will be placed on a professional improvement plan by their assigned evaluator.
 - b. The professional improvement plan will focus on the most recent evaluation and observations of the teacher.

A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and a minimum of three (3) periodic classroom walkthroughs each school year.

A teacher on a limited contract who is under consideration for nonrenewal shall receive at least three (3) formal observations of at least thirty (30) minutes each and at least three (3) classroom walkthroughs during the school year.

5. Each teacher evaluated under this article may choose to complete a self-assessment utilizing the Self-Assessment Summary Tool. If utilized the results are private and not required to be shared with their credentialed evaluator.
6. Teachers who are fully evaluated will have their first observation completed during the first semester, and the second observation shall be completed by May 1st. Observations shall occur at least ten (10) workdays apart. Observations shall not occur during the first ten (10) days of the course or the day before or after a school holiday break, unless mutually agreed upon in writing.
7. All formal observations shall be scheduled in advance with the teacher.

C. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

1. A teacher whose final holistic rating is “accomplished” on their most recent evaluation will develop a self-directed Professional Growth Plan annually.
2. A teacher whose final holistic rating is “skilled” will develop a professional growth plan collaboratively with their credentialed evaluator.

3. A teacher whose final holistic rating is “developing” will develop a professional growth plan guided by their assigned credentialed evaluator.
4. A teacher whose final holistic rating is “ineffective” will be placed on a professional improvement plan by their assigned evaluator.
5. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with their credentialed evaluator.
6. The District administration has discretion to place a teacher on an Improvement Plan when deficiencies in teacher performance are noted in the evaluation system.

D. Professional Growth Plan and Professional Improvement Plan Goals

When writing a professional growth plan or professional improvement plan, the number of goals that each teacher will be required to adopt is as follows:

1. Accomplished – one goal required
2. Skilled and Developing – two goals required
3. Ineffective – two goals required

E. Professional Growth Plan and Professional Improvement Plan Timeline

Teachers will base their Growth Plan or Improvement Plan on the previous year’s evaluation and data. Growth plans will be developed and approved before the end of the first quarterly grading period each school year.

F. Alignment of Professional Growth Plan and Professional Improvement Plan to District and Building Improvement Plans

Teachers, along with their evaluator, will identify items included in the Building and District Improvement Plans that align with the teacher’s Professional Growth Plan or Professional Improvement Plan as follows:

1. Accomplished teachers are required to cite their alignment.
2. Skilled and Developing Teachers’ alignment will be determined to be in alignment when their evaluator approves their Professional Growth Plan.
3. Ineffective teachers will have goals prescribed by their evaluator and will be considered in alignment when their Professional Growth Plan is approved.

G. Formal Observation Procedure

1. Pre-Observation Conference – The first formal observation will be preceded by a conference between the evaluator and the employee prior to the observation for the employee to explain plans and objectives for the classroom situation to be observed. The purpose of the pre-conference is to provide the evaluator and teacher an opportunity to discuss:
 - a. Date of lesson
 - b. Lesson or unit objective(s)
 - c. Prior learning experiences of the students
 - d. Characteristics of the learners and learning environment
 - e. Instructional strategies the teacher will use to meet the lesson objective(s)
 - f. Student activities and materials
 - g. Differentiation based on students' needs
 - h. Assessment data to be collected to demonstrate student learning, such as the use of high-quality student data

Should the District's school buildings be closed to students and/or teachers as a consequence of a pandemic or other extenuating circumstance which precludes the Board from being able to observe teachers in-person or hold conferences in-person, the Board may use video conferencing or other virtual means to conduct necessary observation(s)/conference(s).

2. Holistic Observation – The first formal observation will be a holistic observation, at least thirty (30) minutes in length, where the evaluator assesses all areas of the rubric demonstrated during the observation, as well as information gained from a pre-observation conference. All portions of the rubric observed by the evaluator shall be addressed at the post-conference. The teacher shall have the opportunity to supply evidence to the evaluator of any portion of the lesson not observed.
3. Focused Observation – The second and any subsequent formal observation(s), at least thirty (30) minutes in length, will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the first formal observation and may include area(s) of relative strength and/or area(s) targeted for improvement.
 - a. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s).
 - b. A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with their evaluator.

- c. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by their evaluator in determining focus area(s).
 - d. A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by their evaluator.
 - e. A teacher new to the profession will select focus area(s) in collaboration with their evaluator.
4. Post-Observation Conference – A post-observation conference will be held no later than five (5) workdays after each formal observation. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the evaluation factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator’s assessment of the teacher.

Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

H. Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric. Walkthroughs may be announced or unannounced.

A walkthrough shall consist of at least five (5) consecutive minutes and not more than fifteen (15) minutes. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

No more than three (3) walkthroughs shall be conducted in each evaluation cycle.

If a teacher is rated ineffective no more than six (6) walkthroughs shall be conducted in each evaluation cycle.

Teachers may request additional walkthroughs at any time. Said request may be granted or denied by the Board. If denied, the Board shall provide reasons for the denial in writing.

At the request of the teacher or evaluator, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.

Feedback from a walkthrough that is being used to inform an evaluation shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

I. Assessment of Teacher Performance

Teacher performance shall be based on the evidence provided by the teacher, formal observations, and walkthroughs completed by the teacher's assigned evaluator. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the evaluation factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

Such performance evidence will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators, based upon the following Ohio Standards for the teaching profession:

1. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels
2. knowing and understanding the content area for which they have instructional responsibility
3. understanding and using varied assessments to inform instruction, evaluate and ensure student learning
4. planning and delivering effective instruction that advances individual student learning
5. creating learning environments that promote high levels of student learning and achievement for all students
6. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning

7. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

J. Final Evaluation Rating

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of their evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism. (See Attached Rubric)

K. Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education. The teacher will confirm receipt of the same.

L. Retention Decisions/Removal of Poorly Performing Teachers

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

12.08 Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Sandusky Education Association.

Noting in this article will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between the Board and Sandusky Education Association.

The evaluation system and procedures set forth in this article shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this article. The Board reserves the right to non-renew a teacher evaluated under this article in accordance with ORC 3319.11 notwithstanding the teacher's holistic rating.

12.09 High Quality Student Data

As part of an evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;
2. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;
3. Assessment of student learning;
4. The teacher's use of assessment data;
5. Professional responsibility and growth.

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

Neither high quality student data nor any other student academic growth measures shall be used to measure student learning attributable to a teacher for the 2021-2022 school year.

12.10 Evaluation Committee

A standing Evaluation Committee will meet annually in May to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association President. The committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the committee to the evaluation

procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board.

The Committee shall determine by consensus whether committee members will be provided release time for meetings, or whether the committee meetings will occur outside of the contractual work day. If held outside of the contractual workday, members shall be paid thirty dollars (\$30.00) per hour.

12.11 Training

Teachers new to the District shall receive training on the evaluation procedures set forth in this Article and under Ohio law. This training will be provided during the new teacher orientation. Any teacher may voluntarily attend such training.

12.12 Testing for Teachers in Core Subject Areas

Beginning with the 2015-2016 school year, teachers who teach in a “core subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of “Ineffective” on evaluations for two (2) of the three (3) most recent school years. “Core subject area” means Reading and English Language Arts, Mathematics, Science, Foreign Language, Government, Economics, Fine Art, History, and Geography.

12.13 Due Process

A teacher shall be entitled to Association representation at any conference held during this procedure.

EVALUATION OF COUNSELORS

12.14 A. There shall be an Article 24 added to the Agreement that specifically sets forth the procedures for standards-based school counselor evaluations, which shall conform to the provisions of O.R.C. §3319.113, and shall take effect on August 16, 2017.

B. The Board shall use the standards and criteria set forth in the “Ohio Standards for School Counselors,” developed by the Ohio Department of Education, to distinguish between the following levels of performance for school counselors for purposes of assigning ratings on the evaluations conducted pursuant to Board policy and O.R.C. §3319.113:

1. Accomplished;
2. Skilled;
3. Developing;
4. Ineffective.

- C. Only individuals who have completed Ohio School Counselor Evaluation System training are permitted to evaluate a school counselor.
- D. Each school counselor will be provided with a copy of a written report of the results of his/her evaluation.
- E. Beginning with the 2017-2018 school year, a school counselor's evaluation results will be considered by the Board in making retention and promotion decisions, and for the removal of poorly-performing school counselors.
- F. The Board shall provide for professional development to accelerate and continue school counselor growth and provide support to poorly performing school counselors.
- G. School counselor evaluations shall occur annually, except as otherwise appropriate for a school counselor who received a final summative rating of accomplished or skilled on his/her most recent evaluation. The annual evaluation process will consist of two (2) formal observations of thirty (30) minutes each and informal observations.
- H. The Board may evaluate each school counselor who received a final summative rating of accomplished on his/her most recent evaluation once every three (3) school years, so long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric. Such counselors will develop their own professional growth plan.
- I. The Board may evaluate each school counselor who received a final summative rating of skilled on the most recent evaluation once every two (2) school years, so long as the metric of student outcomes for the most recent school year for which data is available is skilled or higher on the evaluation rubric. Such counselors will develop a professional growth plan collaboratively with their evaluator.
- J. During the years in which a school counselor who received a final summative rating of accomplished or skilled on his/her most recent evaluation is not fully evaluated, the Board shall conduct at least one (1) observation and one (1) conference with the school counselor.
- K. School counselors with a final summative rating of developing or ineffective on their most recent evaluation will develop a professional growth plan with their evaluator. For the professional growth plan to be implemented, such plan must receive the approval of the Superintendent.
- L. A school counselor may be placed on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

- M. A school counselor shall receive a full evaluation during the first year that he/she is employed or re-employed by the Board, regardless of whether he/she received a final summative rating of accomplished or skilled on his/her most recent evaluation.

ARTICLE 13 – FRINGE BENEFITS

13.01 Health Benefits Board

The parties agree to establish a Health Benefits Board consisting of three (3) Administrators and three (3) members appointed by the President of the SEA who may meet as needed. The votes of this Health Benefits Board will be equally divided between the Association members, who will represent the interests of their membership, and Administrators, who will represent the interests of the Board of Education. After ratification, the Health Benefits Board is empowered by the Board of Education and Association, to take such actions necessary as a Health Benefits Board to provide medical, dental, prescription drug and vision insurance to representative employees at funding levels determined by the Health Benefits Board.

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

shall be eligible for a prorated portion based on a percentage of seven (7) hours worked of the Board's contribution.

13.02 Life Insurance

The Board shall provide each regular full-time teacher with a Forty-Five Thousand Dollar (\$45,000) term life insurance policy. Teachers will have the option of purchasing additional life insurance at teacher's expense which, if exercised, will be deducted from teacher's payrolls under guidelines established by the insurance carrier.

13.03 Liability Insurance

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

13.04 Disability Insurance

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

13.05 Retirement

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

A. Eligibility

The Board shall pay, upon retirement or death, severance pay to each teacher who qualified for age and service retirement under the State Teachers Retirement System or to the teacher's estate. Retirement severance pay shall be paid only for those individuals who at the time of retirement or death are/were employed by the Sandusky City Schools for a minimum of ten (10) years at the time of retirement and who have retired from STRS, and a minimum of five (5) years at the time of death.

B. Computation

1. For teachers employed prior to July 1, 1989, retirement severance pay shall be paid on the basis of accrued but unused sick leave up to a maximum of sixty-five (65) days. Said retirement severance pay shall be computed on the basis of the number of days in the teacher's contract year for the last full year prior to retirement or death and shall not include compensation paid for "extra duties" under any supplementary contract that may have been in effect at the time of, or prior to, the effective date of retirement. Also, such teachers may make an irrevocable election in

writing to receive the benefits prescribed in Section 13.05, B.2 below. Teachers with a catastrophic illness shall be eligible for sixty-five (65) days of severance pay without regard to sick leave accumulation.

2. For teachers employed on or after July 1, 1989, retirement severance pay shall be paid on the basis of retirements at the rate of twenty-five percent (25%) of accrued but unused sick leave up to a maximum of seventy-five (75) days. Also, such teacher shall receive an additional severance benefit of fifteen percent (15%) of all unused sick leave over three hundred (300) days. Said retirement severance pay shall be computed on the basis of the number of days in the teacher's contract year for the last full year prior to retirement or death and shall not include compensation paid for "extra duties" under any supplementary contract that may have been in effect at the time of, or prior to, the effective date of retirement.

C. First Opportunity Retirement Incentive

In addition to the severance payment provided in Subsections A and B above, individuals who attain the STRS retirement eligibility qualification of thirty (30) years of service or sixty-five (65) years of age with a minimum of five (5) years in district employment, and who submit their retirement resignation (disability retirement does not qualify) at least ninety (90) calendar days prior to the retirement date and retire by July 1st shall receive a lump sum payment equaling twelve percent (12%) of the unused sick leave of that employee at the time of retirement, with computation of the teacher's per diem rate of pay as in "B" above or thirty (30) days, whichever is larger. Those bargaining unit members who qualify for the retirement incentive must notify the Treasurer not later than ninety (90) calendar days prior to the retirement date in their last year of employment eligibility to receive the first opportunity retirement incentive. Failure to notify the Treasurer within ninety (90) calendar days of retirement shall disqualify the bargaining unit member from the first opportunity retirement benefit. A teacher who submits a retirement resignation may have said resignation revoked upon showing of justifiable cause to the Superintendent.

Beginning August 1, 2015, STRS retirement eligibility qualification shall be thirty-one (31) years of service or sixty-five (65) years of age with a minimum of five (5) years in district employment.

D. Application and Payment

1. This retirement severance payment and the first opportunity retirement incentive payment shall be paid in one installment(s) to any teacher eligible by reason of retirement. The payment shall be made during the first month of January following the teacher's effective date of retirement. Requests for retirement severance pay shall be made in writing to the Treasurer of the Board at the time of retirement. Prior to making such

payment the Treasurer shall have evidence that the teacher to receive payment is in a status of retirement. Payment of retirement severance pay shall be considered to eliminate all sick leave credit accrued by the teacher at the time of retirement. In the event of the death of an eligible employee, severance pay as outlined in "A" above shall be issued with the final payment of accrued wages.

- E. Teachers who provide written notice to the Board on or before October 1 of their intent to retire that school year will receive a one thousand dollar (\$1,000) payment to be paid within thirty (30) days of Board approval of the retirement notice.

13.06 Professional Improvement Fund

The Board shall appropriate one hundred thousand dollars (\$100,000) for each year of the Agreement towards a Professional Improvement Fund which shall be used for the partial reimbursement of tuition costs incurred by members of the bargaining unit who engage in advanced study which will be of benefit to the school system. Awards from the fund shall be granted in accordance with rules and regulations approved by the Board at the rate of Four Hundred Fifty Dollars (\$450) per semester hour or the actual cost, whichever is less, not to exceed six (6) semester hours or Two Thousand Five Hundred Dollars (\$2,500), whichever is less. Any laid off employee shall maintain reimbursement eligibility for coursework approved and completed prior to being laid off.

ARTICLE 14 – SALARY SCHEDULE AND PAYROLL

14.01 Payroll

All teachers shall be paid the amount stipulated in their contracts in twenty-six (26) bi-weekly installments by direct deposit per contractual school year on Wednesdays. Compensation for services rendered to the school district will not be paid prior to the service having been rendered. Due to the nature of a five (5) or six (6) year cyclical calendar phenomenon the payroll schedule could exceed the stipulated twenty-six (26) bi-weekly installments per contractual school year. When this situation arises, Administration and Association will meet and mutually agree to modify the installment disbursement to cause a realignment of balanced installments per contractual school year.

14.02 Salary Schedules

INDEX FOR TEACHERS SALARY SCHEDULE

	<u>NONDEGRE</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>Title</u> <u>Teacher</u>
	<u>E</u>							
Step 0	0.8350	1.0000	1.0400	1.0800	1.1200	1.1600	1.2000	1.1274
Step 1	0.8660	1.0450	1.0860	1.1270	1.1680	1.2090	1.2500	1.1274
Step 2	0.8970	1.0900	1.1320	1.1740	1.2160	1.2580	1.3000	1.1274
Step 3	0.9280	1.1350	1.1780	1.2210	1.2640	1.3070	1.3500	1.1274
Step 4	0.9590	1.1800	1.2240	1.2680	1.3120	1.3560	1.4000	1.1274
Step 5	0.9900	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.1274
Step 6	1.0210	1.2700	1.3160	1.3620	1.4080	1.4540	1.5000	1.1763
Step 7	1.0520	1.3150	1.3620	1.4090	1.4560	1.5030	1.5500	1.1763
Step 8	1.0830	1.3600	1.4080	1.4560	1.5040	1.5520	1.6000	1.1763
Step 9	1.1140	1.4050	1.4540	1.5030	1.5520	1.6010	1.6500	1.1763
Step 10	1.1450	1.4500	1.5000	1.5500	1.6000	1.6500	1.7000	1.1763
Step 11	1.1450	1.5450	1.5960	1.6470	1.6980	1.7490	1.8000	1.1763
Step 12	1.1450	1.5900	1.6420	1.6940	1.7460	1.7980	1.8500	1.1763
Step 13	1.1450	1.6350	1.6880	1.7410	1.7940	1.8470	1.9000	1.1763
Step 14	1.1450	1.6800	1.7340	1.7880	1.8420	1.8960	1.9500	1.1763
Step 15	1.1450	1.7250	1.7800	1.8350	1.8900	1.9450	2.0000	1.1763
Step 16	1.1450	1.7700	1.8260	1.8820	1.9380	1.9940	2.0500	1.1763
Step 23	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 25*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 27*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 29*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 31*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 33*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763
Step 35*	1.1450	1.8150	1.8720	1.9290	1.9860	2.0430	2.1000	1.1763

*Steps 25, 27, 29, 31, 33, and 35 include longevity pay paid pursuant to Section 14.13 of this Agreement.

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

<u>Effective Date of Increase</u>	<u>BA-0 Base Percentage Increase*</u>	<u>BA-0 Base Salary</u>
2020-22 School Year	2%	\$40,198.00*
2022-23 School Year	2%	\$41,002.00
2023-24 School Year	2%	\$41,822.00

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

*Will be paid retroactive to the beginning of the 2021-2022 school year.

Each member of the bargaining unit shall be paid a stipend of Five Hundred Dollars (\$500.00) which will be payable in a separate electronic deposit within thirty (30) days of ratification by both parties.

14.03 STRS Contributions

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

14.04 Increases Due to Additional Training

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

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

14.05 Supplemental Salary Schedules

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

The SEA and Superintendent shall each appoint up to two (2) members to a standing Extracurricular Activity Committee. It shall be the committee that creates job descriptions for supplemental contracts and reviews requests for additions/deletions/modifications to the supplemental contract list, within budget parameters defined annually.

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

- A. The salary range for all supplemental contracts will consist of four (4) levels. Some positions will be compensated by a flat stipend.
- B. Coaching experience may be recognized at the time of entry into the Sandusky City School System. Subsequent promotions to higher paying coaching positions

in the Sandusky City Schools Athletic Programs, however, will result in the person starting at the first level in the new assignment.

- C. After the eighth (8th) year in the same coaching position, a head coach will receive a longevity increment of two hundred dollars (\$200) and an assistant coach a longevity increment of one hundred dollars (\$100) above the regular salary schedule.
- D. After the thirteenth (13th) year in a head or assistant coaching position, coaches shall receive a five hundred dollar (\$500) and two hundred fifty dollar (\$250) longevity stipend, respectively, over the regular salary scheduled each year.

14.06 Extended Service

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

14.07 Title Content Area Specialists

- A. All Title teacher positions shall be phased out as current Title teachers bid into classroom vacancies. The new Title Content Area Specialists (TCAS) Model will be phased in during the terms of this contract.
- B. TCAS teachers are selected through an interview process that meets the TCAS criteria in the SEA/SCS TCAS job description. Title teachers will have an opportunity to apply for vacancies created by the TCAS model.

TCAS teachers may be employed to teach half days and provide services to classrooms under the TCAS model for half days while sharing a classroom for the remaining half day. TCAS teachers may be employed to provide services under the TCAS model for whole days.

Notwithstanding the above, the Superintendent shall have the authority to assign TCAS teachers based upon the best interests of the students and the District.

- C. TCAS teachers shall be entitled to all teacher provisions provided in the Negotiated Agreement.
- D. TCAS seniority and teacher seniority shall follow the guidelines stipulated in Article 8.
- E. TCAS teachers shall be required to participate in additional required professional development. All professional development pay will be dictated per the Negotiated Agreement.

- F. TCAS teachers will be subject to the reduction in force provisions of this contract, except that the contract of Title teachers and hours of work may be reduced or suspended due to a reduction in funding for the program to which the Title teacher is assigned.
- G. The years of service as a Title teacher and TCAS teacher shall count towards placement on the teacher's salary schedule. Title teachers shall remain at Title pay. TCAS teachers shall maintain their placement on the teacher pay scale.
- H. Title teacher hourly rates shall be indexed to the BA-0 Base Salary.
- I. TCAS teacher responsibility shall be to co-plan and co-teach to implement the new STEAM and Literacy Block, meet with Instructional Leadership Team, and shall be compensated per the SEA contract for training that goes beyond the regular teachers work day.
- J. A job description for TCAS teachers shall be cooperatively developed by the Administration and SEA. The SEA and Administration shall collaborate in implementation and development of the TCAS Model. SEA and Administration shall both appoint committee members.
- K. The SEA and Board of Education agree to apply all the negotiated language provisions of TCAS and Title teachers to the employment of the TCAS Model.
- L. If a teacher is administratively placed into a Title position, that teacher will be paid according to the teacher's salary schedule based on years of experience and education.
- M. The TCAS Model will be reviewed annually. The Chief Academic Officer (CAO) will conduct a yearly staff survey and data analysis. After the third year of implementation, all data collected will be used to conduct a program evaluation to determine the viability of the program and recommendations for change to the Superintendent.
- N. If the TCAS decides he/she wants to return to the regular classroom, that person will return to the grade level from which he/she came at the end of the school year, and will displace the least senior teacher in that grade level or fill a vacancy at that grade level if there is one.

14.08 Payroll and Dues Deductions

- A. Any member of the Association may have his/her periodic dues, initiation fees, and assessments of membership deducted from his/her pay twice each month (starting in November) for a period of ten (10) months upon presentation of a written deduction authorization signed by the teacher on or before November 1st of any year the teacher begins payroll deductions under this Agreement. Such

authorization will remain in effect until written notice of discontinuation has been filed by the teacher with the Board's Treasurer.

- B. Any teacher may have his/her contribution to a tax-deferred annuity, the Credit Union, FCPE, United Way, YMCA membership, and the Board approved Disability Insurance deducted from his/her pay upon presentation of a written deduction authorization signed by the teacher, in accordance with the rules and regulations approved by the Board. The enrollment periods and funding level changes for said annuities shall be limited to September 1st – September 30th, December 1st – December 31st, and March 1st – March 31st.
- C. The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of members' deductions.

14.09 Fair Share Fee

In recognition that the U.S. Supreme Court prohibited Fair Share Fees in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. (2018), the Parties have deleted Article 14, Section 14.09 – Fair Share Fee. The Parties, however, agree that if the *Janus* decision is overturned prior to August 1, 2029, the Parties agree they will reinstate Article 14, Section 14.09 – Fair Share Fee as it existed in the 2017-2020 Contract.

14.10 Tax Deferred Annuities

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

14.11 Expense Reimbursement

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

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

- B. In order to be reimbursed, such expenses must receive prior approval and must be in line with budgetary allocations for the specific type of expense.

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

14.12 Career and Technical (Career Technical)

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

TEACHER CERTIFICATION/LICENSURE	PREPARATION + CAREER	TECHNICAL EQUIVALENCY
Less than Bachelor Degree	temporary career technical certificate/license	Bachelor
Less than Bachelor Degree	4 year provisional career technical certificate/ license (27 qtr. hrs. voc. training plus)	Bachelor
Less than Bachelor Degree	8 year professional career technical certificate/license (27 qtr. hrs. of additional training plus 27 mo. additional teaching experience)	Bachelor plus 12
Less than Bachelor Degree	8 year professional career technical certificate/license (additional 74 qtr. hrs.)	Bachelor plus 24
Bachelor Degree	permanent career technical certificate/license (additional 45 mo. teaching exp.)	Masters

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

All career technical teachers must hold a valid career technical license.

Salary Level Equivalency

Requirements

Bachelor	Seven (7) years of experience in content area
Bachelor + 12	Total of 36 semester hours toward career technical degree: 45 months of teaching
Bachelor + 24	Total of 85.3 semester hours toward career technical degree: 45 months of teaching

Masters Bachelors Degree; or Total of 85.3 semester hours toward career technical degree and 90 months of teaching

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

All career and technical (career technical) teachers holding a Master's degree will be placed in accordance with the regular teacher salary schedule for educational experience.

C. CREDIT FOR NON-EDUCATIONAL EMPLOYMENT EXPERIENCE

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

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

1. General guidelines to be followed:

- a. The first seven (7) years of related non-educational experience places the teacher at Bachelor's with no experience.
- b. The remaining non-educational employment should be prorated at one-half (1/2) year credit toward the teacher's salary schedule for each one (1) year of non-educational employment. Credit for non-educational employment, teaching experience, and military service is not to exceed ten (10) years. Credit for military service shall not exceed five (5) years.
- c. Non-degree teachers hired to teach career technical education programs should have their job experience and training evaluated by the Superintendent who will recommend to the Board of Education the initial placement of teachers on the teachers' salary schedule.
- d. Career technical teachers hired with the minimum of a Bachelor's degree in their content area and are able to obtain a valid career technical license shall be placed at the appropriate level on the current in-place teacher salary schedule.

- e. The same salary credit for placement and advancement on the salary schedule shall be granted for all professional nursing experience as is granted to teachers for teaching experience on the teacher salary scale.

14.13 Longevity Bonus

- A. Upon completion of twenty-five (25) and twenty-six (26) years of service, each teacher shall receive five hundred fifty dollars (\$550) in addition to the teacher's other compensation. Upon completion of twenty-seven (27) and twenty-eight (28) years of service, the longevity increment shall be increased to eight hundred twenty-five dollars (\$825) in addition to the teacher's other compensation. Upon completion of twenty-nine (29) and thirty (30) years of service, the longevity increment shall be increased to one thousand three hundred seventy-five dollars (\$1,375) in addition to the teacher's other compensation. Upon completion of thirty-one (31) and thirty-two (32) years of service, the longevity increment shall be increased to one thousand nine hundred twenty-five dollars (\$1,925) in addition to the teacher's other compensation. Upon completion of thirty-three (33) and thirty-four (34) years of service, the longevity increment shall be increased to two thousand four hundred seventy-five dollars (\$2,475) in addition to the teacher's other compensation. Upon completion of thirty-five (35) years of service and each year thereafter, the amount shall be increased to three thousand twenty-five dollars (\$3,025).
- B. Longevity pay shall be added to the teacher salary schedule and shall be paid with regular salary over twenty-six (26) pays.

14.14 Performance Bonuses

A. Academic Growth Incentive Award

If a student performance in a classroom is significantly higher than expectations, teachers may apply for the Academic Growth Incentive Award. The Superintendent, with Board approval, shall have the unilateral authority to grant an award up to five thousand dollars (\$5,000) per applicant. Prior to receiving an Academic Growth Incentive Award, the following procedures shall apply:

1. Teachers must apply in writing, document increased student performance, and must include their Principal's written endorsement with the application.
2. Teachers shall submit applications no later than July 1 each year.

3. The application shall be reviewed by a three (3) person panel of college professors. The Association will have input into the selection of the panel. The panel will make recommendations regarding successful applicants.
4. The Board will annually determine the amount of funds allocated to the Academic Growth Incentive Award.
5. Successful applications will be paid no later than the first pay in October. All applicants will be awarded the same dollar amount and may apply for only one (1) award per school year.
6. The District will notify the teachers by May 15 of each school year if they are NOT going to be issuing any Academic Incentive Awards for that current school year and that no one need apply by the July 1 deadline.

B. Blue Streak Incentive Award

The Superintendent may award up to five (5) Incentive Awards of up to Five Thousand Dollars (\$5,000.00) to teachers who have been nominated with supporting data by a peer or administrator for recognition. Nominations should be given to the Superintendent for this award stating in detail the reason(s) for the nomination and the name of the person making the nomination.

These Incentive Awards will not be issued if the Academic Incentive Awards for a current school year are not being issued. No anonymous nominations will be accepted.

ARTICLE 15 – WORKING CONDITIONS

15.01 School Facilities

- A. The Board shall provide adequate lunch, rest room, lounge, work, storage, telephone, and duplicating facilities for use by teachers of each building.
- B. School telephones may not be used for long distance calls except in the case of an emergency or for school business purposes and official Association business providing such phone calls do not interfere with school business and/or student teacher activities. Teachers shall pay any toll charges incurred for personal or Association business long distance calls.
- C. Each classroom shall have a working emergency call system to get assistance immediately.
- D. Every teacher in Sandusky City Schools shall annually have a classroom designated as his/her assigned teaching area for that year. Nothing herein shall

preclude the Administration from assigning another teacher to an assigned teaching area. A teacher's assigned area for planning and conference periods shall be available and adequate for that teacher's use; this area shall be assigned by the building principal.

- E. Grade levels and departments shall receive supply, material, and equipment requisition forms no later than March 1 of each school year. Teachers shall fill out and return these forms as requested by the administration. No later than the first day of August, teachers may obtain a copy of the form which will indicate which items were ordered.

15.02 Health and Safety

- A. No member of the bargaining unit shall be required and/or expected to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Alleged violations shall be handled through PERRP (Public Employment Risk Reduction Program – Ohio Bureau of Workers Compensation) and are not subject to the grievance procedure.
- B. No member of the bargaining unit shall be required to dispense or handle medication and/or administer first aid or other medical procedures. This provision does not apply to the certificated school nurse, coaches during athletic practices and events, the administering of Epipens for bee sting allergies, and the dispensing or handling of medication during field trips.
- C. Matters concerning the cleanliness of a school building shall be reported to the principal the same day and placed in writing within two (2) working days to the principal. The principal shall forward the written complaint to the custodial staff member and file a copy with the maintenance supervisor for appropriate action.

15.03 Smoke-Free Environment

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

15.04 Complaints Against Bargaining Unit Members

If a parent or other member of the community makes an oral or written complaint about a teacher not involving a criminal matter, no record of such complaint may be placed in the teacher's files unless the Superintendent or designee, or building principal has first: (1)

notified the teacher of the complaint and the identify of the complainant within five (5) work days; (2) held a meeting with the complainant, the teacher, and the Administration to resolve the complaint; (3) has met with the teacher to discuss the complaint and the teacher's response; (4) the parent or member of the public has reduced the complaint to writing, and the teacher may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous letters or information shall be disregarded; and (5) the written complaint is investigated and substantiated. The teacher shall be given a copy of such complaint.

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

15.05 Employee Disciplinary Procedure

- A. No employee shall be disciplined except for just cause.
- B. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner, and to correct and document employee performance problems and to administer employee discipline in an appropriate manner.
- C. An employee may be disciplined for insubordination, neglect of duty, violation of rules, regulations, policies of the Board of Education, violations of leave provisions, or for violation of administrative policies or directives not in conflict with the Negotiated Agreement or Board of Education policies. Normally, discipline shall be imposed in the following progression:
 - 1. Verbal Warning – Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.
 - 2. Written Reprimand – (Within one (1) calendar year of Verbal Warning) – within three (3) work days of the event, the administrator shall meet with the employee to discuss the reprimand. At this meeting the teacher may be represented by a representative of the Association of his/her choice. Written Reprimands shall be removed from the employee's file three (3) years from its placement.
 - 3. Suspension – (Within one (1) calendar year of Written Reprimand) – the Superintendent may suspend an employee without pay for up to three (3) work days.

4. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
 5. A teacher shall be entitled to Association representation at any disciplinary conference held during this procedure.
- D. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
 - E. Discipline will normally be progressive, but will be decided on an individual basis and the severity of the violation. Therefore, discipline may begin at any step of the discipline procedure which is appropriate to the severity of the disciplinary infraction.
 - F. Fringe benefits shall remain in effect during the time of any suspension under this Article.
 - G. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Level Four, Article 6.04 Grievance Procedure.
 - H. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or abuse as defined by O.R.C. 2151.421.

15.06 Personnel Files

- A. The official personnel file of each employee shall be confidential to the extent provided by law and shall be maintained in the office of the Superintendent.
- B. An employee shall have access to his/her personnel file upon request. A representative of an employee shall have access to said employee's personnel file when said employee requests such access in writing to the Superintendent or his/her designee.
- C. Access to the personnel file of an employee by others shall be consistent with Ohio law.
- D. An employee shall be notified immediately of any request(s) to view the contents of the employee's personnel file and the time and place of the scheduled review. When possible, the employee may review his/her file prior to this time and shall be given the opportunity to be present when his/her file is viewed, unless such review is during the teacher's scheduled activities (excluding planning and lunch times). Nothing in this procedure shall be construed to waive any rights conferred

under O.R.C. Chapter 1347. If a teacher is not available to be present during another person's review of the teacher's personnel file, the teacher's SEA representative can serve in the teacher's place. If neither the teacher nor the SEA representative is available, nothing in this Article shall prevent the Administration from complying with a public records request.

- E. An employee shall be entitled to one (1) copy of any specific material(s) in his/her file upon written request. Additional copies of such materials shall be made at cost to the employee.
- F. Materials obtained from anonymous sources shall not be placed in an employee's personnel file.
- G. Each employee shall have the right to indicate those documents and/or materials in his/her personnel file which he/she believes to be irrelevant, untimely, incomplete, and/or inaccurate. The employee shall have the right to request that the irrelevant, untimely, incomplete, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee shall have the right to attach a response to the document setting forth why he/she believes the material to be irrelevant, untimely, incomplete and/or inaccurate.
- H. The employee shall receive a copy of all materials placed in his/her file.

15.07 Drug Free Workplace

- A. No employee of the Sandusky City Schools while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.
- B. This Article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this Article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
- C. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the School District.

- D. Unless an employee has been under the influence on the job, employees will be entitled to rehab interventions and all other rights which are established and set by state and federal law.

15.08 Sexual Harassment

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

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

- a. When a submission to such conduct is made either explicitly or implicitly a term or condition of employment.
- b. When submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual.
- c. When such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.
- d. Sexual may include but is not limited to:
 - 1. Unwelcome verbal harassment or abuse;
 - 2. Unwelcome pressure for sexual activity;
 - 3. Unwelcome sexually motivated or inappropriate patting, pinching or physical contact;
 - 4. Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational environment;
 - 5. Unwelcome behavior or words directed at an individual because of gender.
- e. Engaging in any sexual harassment will be considered cause for disciplinary action up to and including termination.

Under Title VII of the Civil Rights Act, employees have the right to raise the issue of sexual harassment without reprisal. It is strongly recommended that

bargaining unit members who believe that they are subject to sexual harassment take the following steps, if possible:

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

15.09 Appropriate and Professional Dress by Employees

Teachers will dress in a modest and professional manner and wear apparel appropriate to their particular assignment during contractual work hours.

ARTICLE 16 - CLASS SIZE

16.01 Teachers in self-contained classrooms (K-3) shall have a maximum of twenty-five (25) students scheduled per core subject area with no more than five (5) being permitted to enter any one classroom above the stated maximum.

Teachers in self-contained classrooms (4-6) shall have a maximum of twenty-six (26) students scheduled per core subject area with no more than four (4) being permitted to enter any one classroom above the stated maximum.

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

16.03 If the maximum levels are exceeded the Superintendent may either compensate the affected staff member via an established stipend level or reassign student(s) to obtain a class size balance.

16.04 If the maximum levels are exceeded and a stipend is decided upon, the affected bargaining unit member will receive an amount equal to two hundred dollars (\$200) per student per core subject per semester, to a maximum of one thousand dollars (\$1000) per student per year.

- 16.05 In the 7th through 12th grade levels, bargaining unit members with five (5) teaching assignments shall not exceed a total student contact in departmentalized classrooms in excess of one hundred thirty-five (135) students per day. In the 7th through 12th grade levels, bargaining unit members with six (6) teaching assignments shall not exceed a total student contact in departmentalized classrooms in excess of one-hundred fifty (150) students per day.
- 16.06 Exceptions shall include homerooms, study halls, band, orchestra, and choir (including Glee Club). Reasonable effort will be made to equalize the number of students assigned to homerooms and study halls in order to avoid disparities. In grades K-6, special area classes of art, music, and physical education shall not exceed twenty-seven (27) pupils per class; and in grades 7-12 physical education shall not exceed thirty-eight (38) pupils per class. For each student exceeding the above numbers, a stipend of one hundred dollars (\$100) per student shall be paid per semester.
- 16.07 Secondary (7-12) curricular section preparations (excluding Special Education) are set at a maximum of four (4) per semester. Any teacher scheduled for more than four (4) curricular section preparations per semester shall receive a stipend of one hundred-fifty dollars (\$150) per semester.
- 16.08 Mainstreamed students shall count in determining the class size maximums defined above.
- 16.09 Class size shall be calculated effective with the first full week in October and in the second full week in February.
- 16.10 Every effort will be made to keep the BIA program (Behavior Intervention) held at the schools at a safe and reasonable number of students on any given day.
- 16.11 Classroom teachers who submit a written request will be entitled to payment of the oversized class stipend during any time of the school year after the dates listed in 16.09 above, provided a student or students are placed and remain in a teacher's class for more than twenty (20) consecutive full school days.

ARTICLE 17 – LENGTH OF SCHOOL YEAR AND DAY

17.01 School Day

The length of the teacher work day shall be no more than seven (7) hours and forty-five (45) minutes. Teachers shall have a thirty (30) minute duty-free lunch period. Duty-free lunch periods shall occur during the time lunch is being served in the building cafeteria, unless otherwise agreed upon by the teacher.

17.02 School Year

Exclusive of orientation meeting days for new teachers, total length of each teacher's contract year shall be one hundred eight-four (184) days, or one thousand four hundred twenty-six (1,426) hours, which shall include: one hundred eighty (180) days with students in attendance; two (2) days of staff development inservices; one (1) day for Pre-School Staff meetings; one-half (1/2) day Semester Grades Day; and one-half (1/2) day Records Day, or the equivalent of days in the total sum of hours.

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

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

17.03 Staff Meetings

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

17.04 Conference/Planning Period

A. Middle and Senior High Schools

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

B. Elementary Teachers

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

C. An attempt will be made to schedule alternative planning/conference periods on those instructional days when required District meetings and District staff development sessions are planned. The building principal is responsible for adjusting the planning/conference period schedule. The principal will develop an alternative schedule and solicit suggestions for any improvements for the alternative schedule from the Building Leadership Team. The alternative schedule will provide a minimum half-hour duty free lunch period. In the event that the alternative schedule cannot provide a teacher's planning/conference period accommodation for the given day, individual staff members so affected

may request In-Service Flex-Time that must be requested through their building principal and scheduled over the next thirty (30) work day period.

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

17.05 Compensation for Substituting During Conference or Planning Periods

Teachers who agree to substitute during a conference or planning period at the request of the principal shall be paid at a Thirty dollar (\$30) hourly rate of pay rounded up to the nearest quarter hour. The time slip will be signed by the principal and teacher and turned in by the principal to the Treasurer for payment. Payment shall be within the next two (2) pay dates.

17.06 Calendar Committee

Prior to the first (1st) workday of November, the SEA President shall provide staff input to the Superintendent for consideration in the development of the school calendar options for the next school year. By November 1st annually, the Superintendent and/or his/her designee and the SEA President and his/her designee will meet to develop at least two (2) alternative constructions in concert with the requirements of Ohio law on school year calendars. At least one (1) proposal option will start after Labor Day. The school calendars shall include one hundred eight (180) days, or the equivalent in hours, with students in attendance and the following staff days: a Pre-School Staff Meeting day (full day), a Semester Grades Day (8:00 – 11:30 A.M.) and an End of the Year Records Day (8:00 – 11:30 A.M.) which are for records only, not professional development.

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

17.07 Miscellaneous

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

When Pre-K teachers work five (5) days per week and there is insufficient time for such teachers to meet with all parents on District conference nights, adjustments will be made to conference schedules so that such teachers will be able to meet with all parents who request a conference beyond the regular twenty-eight (28) conference time slots and such teachers will be paid at \$30/hour for all additional conference time to the nearest quarter hour or will be given an extra day without students to complete the extra conferences.

17.08 Special Duty Assignment

Assignments of teachers during the workday to lunch duty, yard or playground duty, hall duty, bus duty and other non-teaching functions shall be made on a fair and equitable basis. Itinerant teachers shall be assigned duties at their home school only. When a teacher is performing an afterschool duty and a student(s) is/are stranded, the teacher may leave after he/she has escorted the student(s) to the Administrator's office of that school building.

17.09 Intervention Specialists/Gifted Teacher Professional Days

Intervention Specialists and Gifted Teachers shall receive two (2) days of professional leave for the purpose of writing and preparing IEPs and WEPs.

17.10 Compensation for District Professional Development Outside the School Day

Teachers who agree to attend District Professional Development outside of the school year/day shall be paid at Thirty Dollars (\$30.00) per hour for Professional Development that he/she attends within the District. This provision will not apply to out-of-District Professional Development meetings.

17.11 Pandemic/Epidemic Provision

In the event of another pandemic/epidemic, the Administration will request input from the Association on protocols.

ARTICLE 18 – RESIDENT EDUCATOR PROGRAM

In the event the State of Ohio decides to go to a two (2) year program for Resident Educator, or make any statutory changes to the current Resident Educator program, the Association and the Administration will convene a committee to make changes via MOU at that time.

18.01 Resident Educator Program

A. Overview

The Resident Educator Program is a four-year program designed to provide teachers who are new to the profession with the coaching, mentoring and

guidance that are critical to improving their skills and knowledge and student achievement. Successful completion of the Residency Program is required to advance to a five-year professional educator license.

B. Resident Educator Program Committee

1. The Resident Educator Program Committee shall be comprised of:
 - a. Four (4) SEA members appointed by the Association President and one (1) administrator appointed by the Superintendent or his/her designee.
 - b. All members must be available to meet during the summer.
 - c. Committee members shall be provided release time at least three (3) times per school year to attend Committee meetings.
2. Responsibilities of the Resident Educator Program Committee:
 - a. Collaborate in the administration of the program.
 - b. Selection and assignment of Mentors.
 - c. Provide for the training of Mentors and Resident Educators.
 - d. Review the program's effectiveness.
 - e. Address/solve Mentor/Resident Educator concerns, issues, and problems.
3. Compensation

Resident Educator Program Committee members shall receive a stipend of one thousand dollars (\$1,000) per year.

C. Mentor Teachers/Facilitators

1. Application

A Mentor Teacher/Facilitator shall be selected by the Resident Educator Program Committee. Mentor Teachers/Facilitators shall be selected based upon receipt of a Letter of Intent submitted to the Resident Educator Committee. Letters of Intent may be submitted via email.

2. Qualifications

- a. Mentor Teachers/Facilitators must be trained to act as a Mentor/Facilitator through the Ohio Department of Education Instructional Mentoring Program.
- b. Mentor Teachers/Facilitators must hold a valid teaching certificate/license and shall be assigned to Resident Educators with the same area of certification/license. Should no Mentor/Facilitator be available in the area of certification/license, a Mentor/Facilitator shall be assigned first in the same subject area then in the same grade level. Mentors/Facilitators shall then be assigned based upon the following in the following order: same teaching team, same department, and same building.
- c. Mentor Teachers/Facilitators must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- d. Mentors/Facilitators shall not participate in the evaluation of any Resident Educator.
- e. Mentors/Facilitators shall not be required or directed to divulge information from the written documentation, or confidential discussions with Resident Educators.

3. Compensation and Planning Time

- a. Mentors shall receive a stipend of one thousand dollars (\$1,000) per year for each Resident Educator. Facilitators shall receive a stipend of five hundred dollars (\$500) per year for each Resident Educator.
- b. A Mentor Teacher/Facilitator shall receive the equivalent of one (1) day of release time per semester. Additional release time may be approved by the Principal.
- c. The District will pay all training fees required for Mentors/Facilitators to receive the mandatory ODE state Mentor/Facilitator training.

D. Resident Educator

Each Resident Educator shall be provided the equivalent of two (2) days release time per year for the purpose of observing classes, meetings with his/her

Mentor/Facilitator, attending recommended workshops, assessment preparation, etc. Additional release time shall be granted at the discretion of the Principal.

E. Protections

1. In the event there are any issues of non-compliance with the Resident Educator Program, all bargaining unit members participating in the program shall be held harmless and shall not be disciplined and/or adversely affected due to non-compliance.
2. At any time, either the Mentor Teacher/Facilitator or the Resident Educator may exercise the option to have a new Mentor/Facilitator assigned. Such concerns will be submitted to the Resident Educator Committee which shall have the authority to end the Mentor/Facilitator appointment. In such an event, the Mentor/Facilitator shall be compensated for the portion of the school year he/she has served.
3. The regular evaluation of the Mentor Teacher/Facilitator shall not be affected in any aspect by the Resident Educator Program or its demands.

18.02 Local Professional Development Committee (LPDC)

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

- A. This Committee shall consist of three (3) teachers appointed by the Association President and two (2) Administrators appointed by the Superintendent. One (1) of the Superintendent's appointees will be a Principal employed by the District.
- B. These appointments shall be made annually on or before May 1st. When an appointee removes himself from the Committee during the year, a replacement appointment will be made by the Association President and the Superintendent for their representative members.
- C. The appointments shall be made by each party outlined above notifying the other members of those appointed.
- D. This Committee will be responsible for approving and reviewing Individual Professional Development Plans (IPDP) for course work, continuing education units, and/or other equivalent activities.
- E. This Committee will meet monthly and as necessary.
- F. The Committee will develop bylaws reflecting the applicable state statutes and in accordance with Amended House Bill 477.

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

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

1. Reconsideration:

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

2. Third Party Review:

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

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

3. Further Appeal:

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

ARTICLE 19 – PROVISIONS CONTRARY TO LAW

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

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

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

ARTICLE 20 – WAIVER OF NEGOTIATIONS

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

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

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

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

ARTICLE 21 – NO STRIKES

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

ARTICLE 22 – ENTIRE AGREEMENT CLAUSE

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

ARTICLE 23 – EMPLOYMENT OF RETIREES AS TEACHERS

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

limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Negotiated Agreement regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

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

ARTICLE 24 – DURATION

This Agreement between the Board and the Association shall become effective with the 2021 school year and shall continue in full force and effect until midnight, August 31, 2024.

Executed as of the 3rd day of December, 2021.

FOR THE BOARD:

Martha Murray
Board President

Eugene W. Anderson
Superintendent

Yvonne Anderson
Treasurer Designee

[Signature]
Assistant Superintendent

FOR THE ASSOCIATION:

Sharon K. Regglae
SEA Negotiating Team Member

[Signature]
SEA Negotiating Team Member

Bence D. Neuman
SEA Negotiating Team Member

Linda Repko
OEA Labor Relations Consultant

APPENDIX

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Athletic	Assistant to SHS Athletic Director (0.75 FTE)	0.1410	0.1460	0.1510	0.1560
Athletic	Assistant to Athletic Director SMS	0.0940	0.0990	0.1040	0.1090
Athletic	BB Varsity Head	0.1320	0.1370	0.1420	0.1470
Athletic	BB JV Head & Varsity Assistant	0.0860	0.0910	0.0960	0.1010
Athletic	BB Varsity Assistant	0.0810	0.0860	0.0910	0.0960
Athletic	BK Boys Varsity Head	0.2180	0.2230	0.2280	0.2330
Athletic	BK Boys Varsity Assistant Head Coach	0.1910	0.1960	0.2010	0.2060
Athletic	BK Boys JV Head & Varsity Assistant	0.1380	0.1430	0.1480	0.1530
Athletic	BK Boys Varsity Assistant	0.1380	0.1430	0.1480	0.1530
Athletic	BK Boys Freshman Head	0.0910	0.0960	0.1010	0.1060
Athletic	BK Boys Freshman Assistant	0.0790	0.0840	0.0890	0.0940
Athletic	BK Boys 8th Grade Head	0.0710	0.0780	0.0830	0.0880
Athletic	BK Boys 7th Grade Head	0.0710	0.0780	0.0830	0.0880
Athletic	BK Boys Assistant 7th - 12th Grades (1)	0.0650	0.0700	0.0750	0.0800
Athletic	BK Boys Assistant 7th - 12th Grades (2)	0.0650	0.0700	0.0750	0.0800
Athletic	BK Girls Varsity Head	0.2180	0.2230	0.2280	0.2330
Athletic	BK Girls Varsity Assistant Head Coach	0.1910	0.1960	0.2010	0.2060
Athletic	BK Girls JV Head & Varsity Assistant	0.1380	0.1430	0.1480	0.1530
Athletic	BK Girls Varsity Assistant	0.1380	0.1430	0.1480	0.1530
Athletic	BK Girls Freshman Head	0.0910	0.0960	0.1010	0.1060
Athletic	BK Girls 8th Grade Head	0.0710	0.0780	0.0830	0.0880
Athletic	BK Girls 7th Grade Head	0.0710	0.0780	0.0830	0.0880
Athletic	BK Girls Assistant 7th - 12th Grades (1)	0.0650	0.0700	0.0750	0.0800
Athletic	BK Girls Assistant 7th - 12th Grades (2)	0.0650	0.0700	0.0750	0.0800
Athletic	Bowling Head	0.0740	0.0790	0.0840	0.0890
Athletic	Bowling Assistant 7th - 12th Grades	0.0200	0.0230	0.0260	0.0290
Athletic	CC SHS Varsity Head	0.1150	0.1200	0.1250	0.1300

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Athletic	CC SHS Varsity Assistant	0.0740	0.0790	0.0840	0.0890
Athletic	CC SMS Head	0.0280	0.0330	0.0380	0.0430
Athletic	CC Assistant 7th - 12th Grades	0.0200	0.0230	0.0260	0.0290
Athletic	Cheer SHS Head	0.1030	0.1080	0.1130	0.1180
Athletic	Cheer SHS Assistant	0.0300	0.0330	0.0360	0.0390
Athletic	Cheer SMS Head	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Activities Programming Monitor (1)	0.0280	0.0330	0.0380	0.0430
Athletic	Elementary Activities Programming Monitor (2)	0.0280	0.0330	0.0380	0.0430
Athletic	Elementary Activity Advisor/Coach (1)	\$500			
Athletic	Elementary Activity Advisor/Coach (2)	\$500			
Athletic	Elementary Activity Advisor/Coach (3)	\$500			
Athletic	Elementary Activity Advisor/Coach (4)	\$500			
Athletic	Elementary Activity Advisor/Coach (5)	\$500			
Athletic	FT Varsity Head	0.2180	0.2230	0.2280	0.2330
Athletic	FT Varsity Assistant Head	0.1910	0.1960	0.2010	0.2060
Athletic	FT Varsity Defensive Coordinator	0.1440	0.1490	0.1540	0.1590
Athletic	FT Varsity Offensive Coordinator	0.1440	0.1490	0.1540	0.1590
Athletic	FT Varsity Special Teams Coordinator	0.1440	0.1490	0.1540	0.1590
Athletic	FT JV Head & Varsity Assistant	0.1350	0.1400	0.1450	0.1500
Athletic	FT Varsity Assistant (1)	0.1350	0.1400	0.1450	0.1500
Athletic	FT Varsity Assistant (2)	0.1350	0.1400	0.1450	0.1500
Athletic	FT Varsity Assistant (3)	0.1350	0.1400	0.1450	0.1500
Athletic	FT Equipment Manager	0.1250	0.1300	0.1350	0.1400
Athletic	FT Freshman Head	0.1000	0.1050	0.1100	0.1150
Athletic	FT Freshman Assistant (1)	0.0860	0.0910	0.0960	0.1010
Athletic	FT Freshman Assistant (2)	0.0860	0.0910	0.0960	0.1010
Athletic	FT SMS 8th Grade Head	0.0810	0.0860	0.0910	0.0960
Athletic	FT SMS 7th Grade Head	0.0810	0.0860	0.0910	0.0960
Athletic	FT SMS Assistant 7th - 12th Grades (1)	0.0650	0.0700	0.0750	0.0800

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Athletic	FT SMS Assistant 7th - 12th Grades (2)	0.0650	0.0700	0.0750	0.0800
Athletic	FT SMS Assistant 7th - 12th Grades (3)	0.0650	0.0700	0.0750	0.0800
Athletic	FT SMS Assistant 7th - 12th Grades (4)	0.0650	0.0700	0.0750	0.0800
Athletic	FT Summer Football Weight Training Coordinator	0.0250	0.0280	0.0310	0.0340
Athletic	GO Head	0.0870	0.0920	0.0970	0.1020
Athletic	GO Assistant	0.0200	0.0230	0.0260	0.0290
Athletic	Elementary Athletics Head (1)	0.0390	0.0440	0.0490	0.0540
Athletic	Elementary Athletics Head (2)	0.0390	0.0440	0.0490	0.0540
Athletic	Elementary Athletics Head (3)	0.0390	0.0440	0.0490	0.0540
Athletic	Elementary Athletics Head (4)	0.0390	0.0440	0.0490	0.0540
Athletic	Elementary Athletics Head (5)	0.0390	0.0440	0.0490	0.0540
Athletic	Elementary Athletics Head (6)	0.0390	0.0440	0.0490	0.0540
Athletic	Elementary Athletics (1)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (2)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (3)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (4)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (5)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (6)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (7)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (8)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (9)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (10)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (11)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (12)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (13)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (14)	0.0180	0.0210	0.0240	0.0270
Athletic	Elementary Athletics (15)	0.0180	0.0210	0.0240	0.0270
Athletic	Intramurals Elem FT Head	0.0390	0.0440	0.0490	0.0540
Athletic	Intramurals Elem FT (1)	0.0270	0.0300	0.0330	0.0360

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Athletic	Intramurals Elem FT (2)	0.0270	0.0300	0.0330	0.0360
Athletic	Intramurals Elem FT (3)	0.0270	0.0300	0.0330	0.0360
Athletic	Intramurals Elem FT (4)	0.0270	0.0300	0.0330	0.0360
Athletic	Intramurals Elem FT (5)	0.0270	0.0300	0.0330	0.0360
Athletic	SB Varsity Head	0.1320	0.1370	0.1420	0.1470
Athletic	SB JV Head & Varsity Assistant	0.0860	0.0910	0.0960	0.1010
Athletic	SB Varsity Assistant	0.0810	0.0860	0.0910	0.0960
Athletic	SO Boys Varsity Head	0.1170	0.1220	0.1270	0.1320
Athletic	SO Girls Varsity Head	0.1170	0.1220	0.1270	0.1320
Athletic	SO Assistant (1)	0.0750	0.0800	0.0850	0.0900
Athletic	SO Assistant (2)	0.0750	0.0800	0.0850	0.0900
Athletic	SO Assistant (3)	0.0750	0.0800	0.0850	0.0900
Athletic	SO Assistant (4)	0.0750	0.0800	0.0850	0.0900
Athletic	Boys Strength & Physical Fitness Coordinator	0.1150	0.1200	0.1250	0.1300
Athletic	Girls Strength & Physical Fitness Coordinator	0.1150	0.1200	0.1250	0.1300
Athletic	Summer Weight Training Coordinator	0.0250	0.0280	0.0310	0.0340
Athletic	SW Varsity Head	0.1910	0.1960	0.2010	0.2060
Athletic	SW Varsity Assistant	0.1160	0.1210	0.1260	0.1310
Athletic	SW SMS Head	0.0590	0.0640	0.0690	0.0740
Athletic	SW Assistant 7th - 12th Grades	0.0380	0.0410	0.0440	0.0470
Athletic	Ticket Manager - SHS	0.1370	0.1420	0.1470	0.1520
Athletic	Ticket Manager - SMS	0.0990	0.1040	0.1090	0.1140
Athletic	Ticket/Concession Manager - SIS	0.0390	0.0440	0.0490	0.0540
Athletic	TK Boys Varsity Head	0.1380	0.1430	0.1480	0.1530
Athletic	TK Boys Varsity Assistant (1)	0.0950	0.1000	0.1050	0.1100
Athletic	TK Boys Varsity Assistant (2)	0.0950	0.1000	0.1050	0.1100
Athletic	TK Boys Varsity Assistant (3)	0.0950	0.1000	0.1050	0.1100
Athletic	TK Boys SMS Head	0.0680	0.0730	0.0780	0.0830
Athletic	TK Boys Assistant 7th - 12th Grades	0.0520	0.0570	0.0620	0.0670

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Athletic	TK Boys Assistant 7th - 12th Grades	0.0520	0.0570	0.0620	0.0670
Athletic	TK Girls Varsity Head	0.1380	0.1430	0.1500	0.1550
Athletic	TK Girls Varsity Assistant (1)	0.0950	0.1000	0.1050	0.1100
Athletic	TK Girls Varsity Assistant (2)	0.0950	0.1000	0.1050	0.1100
Athletic	TK Girls Varsity Assistant (3)	0.0950	0.1000	0.1050	0.1100
Athletic	TK Girls SMS Head	0.0680	0.0730	0.0780	0.0830
Athletic	TK Girls Assistant 7th - 12th Grades	0.0520	0.0570	0.0620	0.0670
Athletic	TK Girls Assistant 7th - 12th Grades	0.0520	0.0570	0.0620	0.0670
Athletic	TN Boys Head	0.0840	0.0890	0.0940	0.0990
Athletic	TN Girls Head	0.0840	0.0890	0.0940	0.0990
Athletic	TN Assistant (1)	0.0390	0.0440	0.0490	0.0540
Athletic	TN Assistant (2)	0.0390	0.0440	0.0490	0.0540
Athletic	VB Varsity Head	0.1460	0.1510	0.1560	0.1610
Athletic	VB Varsity Assistant Head	0.1200	0.1250	0.1300	0.1350
Athletic	VB JV Head & Varsity Assistant	0.1080	0.1130	0.1180	0.1230
Athletic	VB Freshman Head	0.0710	0.0760	0.0810	0.0860
Athletic	VB 8th Grade Head	0.0660	0.0710	0.0760	0.0810
Athletic	VB 7th Grade Head	0.0660	0.0710	0.0760	0.0710
Athletic	VB Assistant 7th - 12th Grades (1)	0.0470	0.0520	0.0570	0.0620
Athletic	VB Assistant 7th - 12th Grades (2)	0.0470	0.0520	0.0570	0.0620
Athletic	WR Varsity Head	0.1910	0.1960	0.2010	0.2060
Athletic	WR Varsity Assistant (1)	0.1200	0.1250	0.1300	0.1350
Athletic	WR Varsity Assistant (2)	0.1200	0.1250	0.1300	0.1350
Athletic	WR SMS Head	0.0790	0.0840	0.0890	0.0940
Athletic	WR Assistant 7th - 12th Grades	0.0580	0.0630	0.0680	0.0730
Athletic	WR Mat Stats Advisor	0.0300	0.0330	0.0360	0.0390
Ext Serv	Ext Serv: Coun (Elem-5 days) (1)	Daily rate			
Ext Serv	Ext Serv: Coun (Elem-5 days) (2)	Daily rate			
Ext Serv	Ext Serv: Coun (Elem-5 days) (3)	Daily rate			

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Ext Serv	Ext Serv: Coun (SMS-10 days) (1)	Daily rate			
Ext Serv	Ext Serv: Coun (SMS-10 days) (2)	Daily rate			
Ext Serv	Ext Serv: Coun (SHS-15 days) (1)	Daily rate			
Ext Serv	Ext Serv: Coun (SHS-15 days) (2)	Daily rate			
Ext Serv	Ext Serv: Librarian-5 days	Daily rate			
Non-athletic	Academic Competitive Team Advisor SIS	0.0300	0.0330	0.0360	0.0390
Non-athletic	Academic Competitive Team Advisor SMS	0.0330	0.0360	0.0390	0.0420
Non-athletic	Academic Competitive Teams Advisor SHS	0.0640	0.0670	0.0700	0.0730
Non-athletic	Annual Advisor (FRAM)	0.0640	0.0690	0.0740	0.0790
Non-athletic	Band Director SHS & SMS, Marching Band (2wks), Summer Program (6 wks)	0.2880	0.2930	0.2980	0.3030
Non-athletic	Band Assistant SHS & SMS, Marching Band (2wks), Summer Program (6 wks)	0.1770	0.1820	0.1870	0.1920
Non-athletic	Band: Summer Program Performances (1)	0.0290	0.0320	0.0350	0.0380
Non-athletic	Band: Summer Program Performances (2)	0.0290	0.0320	0.0350	0.0380
Non-athletic	Band: SHS Jazz Band	0.0260	0.0290	0.0320	0.0350
Non-athletic	Band: SMS Jazz Band	0.0260	0.0290	0.0320	0.0350
Non-athletic	Band: Majorette Advisor	0.0290	0.0320	0.0350	0.0380
Non-athletic	Band: Flag Corps Advisor	0.0290	0.0320	0.0350	0.0380
Non-athletic	Career-Technical Coordinator	\$5,000			
Non-athletic	Class Advisor: Freshman	0.0260	0.0300	0.0340	0.0380
Non-athletic	Class Advisor: Sophomore	0.0260	0.0300	0.0340	0.0380
Non-athletic	Class Advisor: Junior	0.0660	0.0710	0.0760	0.0810
Non-athletic	Class Advisor: Senior	0.0660	0.0710	0.0760	0.0810
Non-athletic	Club Advisor: Art - SHS	0.0340	0.0370	0.0400	0.0430
Non-athletic	Club Advisor: General (1)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: General (2)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: General (3)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: General (4)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: General (5)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: General (6)	0.0250	0.0280	0.0310	0.0340

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Non-athletic	Club Advisor: General (7)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: General (8)	0.0250	0.0280	0.0310	0.0340
Non-athletic	Club Advisor: Pep Club - SHS	0.0330	0.0360	0.0390	0.0420
Non-athletic	Club Advisor: Swan Head	0.0660	0.0710	0.0760	0.0810
Non-athletic	Club Advisor: Swan Assistant	0.0410	0.0440	0.0470	0.0500
Non-athletic	Club Advisor: UBS - SHS	0.0640	0.0670	0.0700	0.0730
Non-athletic	Club Advisor: Skills USA - SHS	0.0360	0.0390	0.0420	0.0450
Non-athletic	Elementary Activities Programming Monitor	0.0280	0.0330	0.0380	0.0430
Non-athletic	Elementary Activity Advisor/Coach (1)	\$500			
Non-athletic	Elementary Activity Advisor/Coach (2)	\$500			
Non-athletic	Elementary Activity Advisor/Coach (3)	\$500			
Non-athletic	Elementary Activity Advisor/Coach (4)	\$500			
Non-athletic	Elementary Activity Advisor/Coach (5)	\$500			
Non-athletic	Gentlemen's Club Advisor 7th - 12th Grades	0.0390	0.0440	0.0490	0.0540
Non-athletic	Fine Arts Coordinator	\$5,000			
Non-athletic	Gospel Choir Advisor - SHS	0.0390	0.0440	0.0490	0.0540
Non-athletic	Leading Ladies Advisor 7th - 12th Grades	0.0390	0.0440	0.0490	0.0540
Non-athletic	Model UN Advisor - SIS	0.0390	0.0440	0.0490	0.0540
Non-athletic	Model UN Advisor - SMS (1)	0.0390	0.0440	0.0490	0.0540
Non-athletic	Model UN Advisor - SMS (2)	0.0390	0.0440	0.0490	0.0540
Non-athletic	Model UN Advisor - SHS	0.0390	0.0440	0.0490	0.0540
Non-athletic	NHS Advisor	0.0280	0.0330	0.0380	0.0430
Non-athletic	NHTS Advisor	0.0150	0.0180	0.0210	0.0240
Non-athletic	Orchestra Director Elementary & SMS (After School) (1)	0.1160	0.1210	0.1260	0.1310
Non-athletic	Orchestra Director Elementary & SMS (After School) (2)	0.1160	0.1210	0.1260	0.1310
Non-athletic	Orchestra Director SHS (After School)	0.1950	0.2000	0.2050	0.2100
Non-athletic	Orchestra Assistant Director SHS (After School)	0.1770	0.1820	0.1870	0.1920
Non-athletic	Planetarium After School Lead Teacher (1)	\$2,500			
Non-athletic	Planetarium After School Lead Teacher (2)	\$2,500			

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Non-athletic	Resident Educator Program Facilitator	\$500			
Non-athletic	Resident Educator Program Mentor	\$1,000			
Non-athletic	Resident Educator Program Committee Member (1)	\$1,000			
Non-athletic	Resident Educator Program Committee Member (2)	\$1,000			
Non-athletic	Resident Educator Program Committee Member (3)	\$1,000			
Non-athletic	Resident Educator Program Committee Member (4)	\$1,000			
Non-athletic	SHS Testing/Data Facilitator	\$5,000			
Non-athletic	Preschool Lead Teacher	\$5,000			
Non-athletic	Speech Pathologist Medicaid Billing Specialist	\$5,000			
Non-athletic	Stage Manager	0.0810	0.0860	0.0910	0.0960
Non-athletic	Stage Assistant Manager	0.0650	0.0700	0.0750	0.0800
Non-athletic	Step Team Advisor	0.0150	0.0180	0.0210	0.0240
Non-athletic	Student Council Advisor - SHS	0.0380	0.0430	0.0480	0.0530
Non-athletic	Student Council Assistant Advisor - SHS	0.0280	0.0310	0.0340	0.0370
Non-athletic	Student Council Advisor - SMS	0.0330	0.0360	0.0390	0.0420
Non-athletic	Student Council Advisor - SIS (1)	0.0280	0.0310	0.0340	0.0370
Non-athletic	Student Council Advisor - SIS (2)	0.0280	0.0310	0.0340	0.0370
Non-athletic	Student Council Advisor - RCAAS	0.0280	0.0310	0.0340	0.0370
Non-athletic	Technology Spc. - SHS (1)	\$650			
Non-athletic	Technology Spc. - SHS (2)	\$650			
Non-athletic	Technology Spc. - SHS (3)	\$650			
Non-athletic	Technology Spc. - SMS (1)	\$650			
Non-athletic	Technology Spc. - SMS (2)	\$650			
Non-athletic	Technology Spc. - SIS (1)	\$650			
Non-athletic	Technology Spc. - SIS (2)	\$650			
Non-athletic	Technology Spc. - SIS (3)	\$650			
Non-athletic	Technology Spc. - RCAAS	\$650			
Non-athletic	Technology Spc. - SPS	\$650			
Non-athletic	Technology Spc. - SELA	\$650			

Contract Type	Supplemental Position	Level I (0-3 yrs)	Level II (4-6 yrs)	Level III (7-9 yrs)	Level IV (10-12 yrs)
Non-athletic	Vocal Musical Production Director	0.1380	0.1430	0.1500	0.1550
Non-athletic	Vocal Musical Production Assistant	0.0660	0.0710	0.0760	0.0810
Non-athletic	Vocal Music Act - Set Coordinator	\$650			
Non-athletic	Choir Director - SCS 7th - 12th Grades (Afterschool)	0.1950	0.2000	0.2050	0.2100
Non-athletic	Choir Assistant - SCS 7th - 12th Grades (Afterschool)	0.1080	0.1130	0.1180	0.1230
Non-athletic	Key Notes & Bell Choir	0.0260	0.0300	0.0340	0.0380

Notes:

- Athletic Longevity Stipends are payable annually for 13+ years experience with Sandusky City Schools for Head Coaches = \$500 and Assistant Coaches = \$250.
- Supplemental contracts shall not be split.

Summer School*

Years of Experience	Percentage of BA-0 Base/Hour
0-5	Indexed to BA-0 (.000875)
6 or higher	Indexed to BA-0 (.000913)

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

SANDUSKY CITY SCHOOL

GRIEVANCE REPORT FORM

LEVEL _____

Name _____ Building _____

Alleged violations, misapplications, or misinterpretations of the Agreement _____

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

Relief Sought: _____

Signature of Grievant _____ Date Filed _____

Disposition Rendered: _____

Signature of Person Rendering Disposition _____ Date _____

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

SANDUSKY CITY SCHOOLS

APPLICATION FOR USE OF SICK LEAVE OR BEREAVEMENT LEAVE

Employee's Name _____ School Assigned _____

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

REASON FOR USE OF SICK/BEREAVEMENT LEAVE:

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

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

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

Date Submitted _____ Approved _____ Disapproved _____

If disapproved, reason for disapproval _____

By _____ Date _____

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

Today's Date: _____

Teacher's Name (*Please Print*)

School

Dates of Requested Personal Leave:

Month Day/Date Year

Number of Days Requested: _____

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

Date

Employee

APPROVAL:

Date

Supervisor

Date

Superintendent or Designee

**SANDUSKY CITY SCHOOL DISTRICT
Observation Form for Professional Staff**

Teacher's Name: _____ Dates of Observation: _____
 Current Assignment: _____ School: _____

Scoring Guide

S=Satisfactory NI=Needs Improvement U=Unsatisfactory N/O=Not Observed

Scheduled Observation Date/Time: _____
 Date Time

Section A: Creating an Environment for Student Learning

A1: Creating a climate that promotes learning	S	NI	U	N/O
A2: Establishing and maintaining rapport with students	S	NI	U	N/O
A3: Communicating challenging learning expectations to each student	S	NI	U	N/O
A4: Establishing and maintaining standards of classroom behavior	S	NI	U	N/O
A5: Making the physical environment as safe and conducive to learning as possible	S	N	U	N/O

Comments/Recommendations:

Section B: Teaching for Student Learning

B1: Articulating clear learning goals for the lesson that are appropriate for the students	S	NI	U	N/O
B2: Making content comprehensible to students	S	NI	U	N/O
B3: Encouraging students to extend their thinking	S	NI	U	N/O
B4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands	S	NI	U	N/O
B5: Using Instructional time effectively	S	NI	U	N/O
B6: Teacher implements District curriculum and instruction practices aimed at State mandated testing preparation	S	NI	U	N/O

Comments/Recommendations:

Concluding Evaluator Remarks (if applicable):

Teacher Comments (optional):

Section C: Organizing Content Knowledge for Student Learning

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

Comments/Recommendations:

Concluding Evaluator Remarks (if applicable):

Teacher Comments (optional):

Administrator's Signature

Date

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

Teacher's Signature

Date

(Use additional pages as necessary.)

Section C: Organizing Content Knowledge for Student Learning

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

Comments/Recommendations:

Section D: Teacher Professionalism

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

Comments/Recommendations:

Section E: Professional/Personal Attributes

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

Comments/Recommendations:

Concluding Evaluator Remarks (if applicable):

Teacher Comments (optional):

Administrator's Signature

Date

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

Teacher's Signature

Date

(Use additional pages as necessary.)

SANDUSKY CITY SCHOOL DISTRICT
TEACHER SUMMATIVE SELF EVALUATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

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

I. PROFESSIONAL QUALITIES

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

II. INSTRUCTIONAL PROCEDURES

A. Atmosphere

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

B. Techniques

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

D. Evaluation

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

Administrator's Comments:

Teacher's Comments:

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

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

Evaluator's Signature

Date

Teacher's Signature

Date

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

(Additional pages may be used as desired)

SANDUSKY CITY SCHOOL DISTRICT
TEACHER EVALUATION WRITTEN
PLAN FOR IMPROVEMENT FORM

Teacher's Name _____

Position _____

Evaluator's Name _____

Date _____

The following is a written plan for improvement for deficiencies noted in the evaluation of the above-named teacher:

(Additional pages may be used as desired)

Evaluator's Signature

Date

Teacher's Signature

Date

**SANDUSKY CITY SCHOOL DISTRICT
2021-22 TEACHER SALARY SCHEDULE**

Step	Non-Deg	BA	BA+12	BA+24	MA	MA+12	MA+24	Title Teacher
0	34,069.00	40,801.00	42,433.00	44,065.00	45,697.00	47,329.00	48,961.00	45,999.00
1	35,334.00	42,637.00	44,310.00	45,983.00	47,656.00	49,328.00	51,001.00	45,999.00
2	36,598.00	44,473.00	46,187.00	47,900.00	49,614.00	51,328.00	53,041.00	45,999.00
3	37,863.00	46,309.00	48,064.00	49,818.00	51,572.00	53,327.00	55,081.00	45,999.00
4	39,128.00	48,145.00	49,940.00	51,736.00	53,531.00	55,326.00	57,121.00	45,999.00
5	40,393.00	49,981.00	51,817.00	53,653.00	55,489.00	57,325.00	59,161.00	45,999.00
6	41,658.00	51,817.00	53,694.00	55,571.00	57,448.00	59,325.00	61,202.00	47,995.00
7	42,923.00	53,653.00	55,571.00	57,489.00	59,406.00	61,324.00	63,242.00	47,995.00
8	44,187.00	55,489.00	57,448.00	59,406.00	61,365.00	63,323.00	65,282.00	47,995.00
9	45,452.00	57,325.00	59,325.00	61,324.00	63,323.00	65,322.00	67,322.00	47,995.00
10	46,717.00	59,161.00	61,202.00	63,242.00	65,282.00	67,322.00	69,362.00	47,995.00
11	46,717.00	63,038.00	65,118.00	67,199.00	69,280.00	71,361.00	73,442.00	47,995.00
12	46,717.00	64,874.00	66,995.00	69,117.00	71,239.00	73,360.00	75,482.00	47,995.00
13	46,717.00	66,710.00	68,872.00	71,035.00	73,197.00	75,359.00	77,522.00	47,995.00
14	46,717.00	68,546.00	70,749.00	72,952.00	75,155.00	77,359.00	79,562.00	47,995.00
15	46,717.00	70,382.00	72,626.00	74,870.00	77,114.00	79,358.00	81,602.00	47,995.00
16	46,717.00	72,218.00	74,503.00	76,787.00	79,072.00	81,357.00	83,642.00	47,995.00
23	46,717.00	72,218.00	74,503.00	76,787.00	79,072.00	81,357.00	83,642.00	47,995.00
25	46,717.00	72,218.00	74,503.00	76,787.00	79,072.00	81,357.00	83,642.00	47,995.00
27	46,717.00	72,218.00	74,503.00	76,787.00	79,072.00	81,357.00	83,642.00	47,995.00
29	46,717.00	72,218.00	74,503.00	76,787.00	79,072.00	81,357.00	83,642.00	47,995.00

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

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

**SANDUSKY CITY SCHOOL DISTRICT
2022-23 TEACHER SALARY SCHEDULE**

Step	Non-Deg	BA	BA+12	BA+24	MA	MA+12	MA+24	Title Teacher
0	34,750.00	41,617.00	43,282.00	44,946.00	46,611.00	48,276.00	49,940.00	46,919.00
1	36,040.00	43,490.00	45,196.00	46,902.00	48,609.00	50,315.00	52,021.00	46,919.00
2	37,330.00	45,363.00	47,110.00	48,858.00	50,606.00	52,354.00	54,102.00	46,919.00
3	38,621.00	47,235.00	49,025.00	50,814.00	52,604.00	54,393.00	56,183.00	46,919.00
4	39,911.00	49,108.00	50,939.00	52,770.00	54,602.00	56,433.00	58,264.00	46,919.00
5	41,201.00	50,981.00	52,854.00	54,726.00	56,599.00	58,472.00	60,345.00	46,919.00
6	42,491.00	52,854.00	54,768.00	56,682.00	58,597.00	60,511.00	62,426.00	48,955.00
7	43,781.00	54,726.00	56,682.00	58,638.00	60,594.00	62,550.00	64,506.00	48,955.00
8	45,071.00	56,599.00	58,597.00	60,594.00	62,592.00	64,590.00	66,587.00	48,955.00
9	46,361.00	58,472.00	60,511.00	62,550.00	64,590.00	66,629.00	68,668.00	48,955.00
10	47,651.00	60,345.00	62,426.00	64,506.00	66,587.00	68,668.00	70,749.00	48,955.00
11	47,651.00	64,298.00	66,421.00	68,543.00	70,666.00	72,788.00	74,911.00	48,955.00
12	47,651.00	66,171.00	68,335.00	70,499.00	72,663.00	74,827.00	76,991.00	48,955.00
13	47,651.00	68,044.00	70,249.00	72,455.00	74,661.00	76,867.00	79,072.00	48,955.00
14	47,651.00	69,917.00	72,164.00	74,411.00	76,659.00	78,906.00	81,153.00	48,955.00
15	47,651.00	71,789.00	74,078.00	76,367.00	78,656.00	80,945.00	83,234.00	48,955.00
16	47,651.00	73,662.00	75,993.00	78,323.00	80,654.00	82,984.00	85,315.00	48,955.00
23	47,651.00	73,662.00	75,993.00	78,323.00	80,654.00	82,984.00	85,315.00	48,955.00
25	47,651.00	73,662.00	75,993.00	78,323.00	80,654.00	82,984.00	85,315.00	48,955.00
27	47,651.00	73,662.00	75,993.00	78,323.00	80,654.00	82,984.00	85,315.00	48,955.00
29	47,651.00	73,662.00	75,993.00	78,323.00	80,654.00	82,984.00	85,315.00	48,955.00

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

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

**SANDUSKY CITY SCHOOL DISTRICT
2023-24 TEACHER SALARY SCHEDULE**

Step	Non-Deg	BA	BA+12	BA+24	MA	MA+12	MA+24	Title Teacher
0	35,445.00	42,449.00	44,147.00	45,845.00	47,543.00	49,241.00	50,939.00	47,857.00
1	36,761.00	44,359.00	46,100.00	47,840.00	49,580.00	51,321.00	53,061.00	47,857.00
2	38,077.00	46,269.00	48,052.00	49,835.00	51,618.00	53,401.00	55,184.00	47,857.00
3	39,393.00	48,180.00	50,005.00	51,830.00	53,656.00	55,481.00	57,306.00	47,857.00
4	40,709.00	50,090.00	51,958.00	53,825.00	55,693.00	57,561.00	59,429.00	47,857.00
5	42,025.00	52,000.00	53,910.00	55,820.00	57,731.00	59,641.00	61,551.00	47,857.00
6	43,340.00	53,910.00	55,863.00	57,816.00	59,768.00	61,721.00	63,674.00	49,934.00
7	44,656.00	55,820.00	57,816.00	59,811.00	61,806.00	63,801.00	65,796.00	49,934.00
8	45,972.00	57,731.00	59,768.00	61,806.00	63,843.00	65,881.00	67,918.00	49,934.00
9	47,288.00	59,641.00	61,721.00	63,801.00	65,881.00	67,961.00	70,041.00	49,934.00
10	48,604.00	61,551.00	63,674.00	65,796.00	67,918.00	70,041.00	72,163.00	49,934.00
11	48,604.00	65,584.00	67,749.00	69,914.00	72,078.00	74,243.00	76,408.00	49,934.00
12	48,604.00	67,494.00	69,701.00	71,909.00	74,116.00	76,323.00	78,531.00	49,934.00
13	48,604.00	69,404.00	71,654.00	73,904.00	76,154.00	78,403.00	80,653.00	49,934.00
14	48,604.00	71,314.00	73,607.00	75,899.00	78,191.00	80,483.00	82,776.00	49,934.00
15	48,604.00	73,225.00	75,559.00	77,894.00	80,229.00	82,563.00	84,898.00	49,934.00
16	48,604.00	75,135.00	77,512.00	79,889.00	82,266.00	84,643.00	87,020.00	49,934.00
23	48,604.00	75,135.00	77,512.00	79,889.00	82,266.00	84,643.00	87,020.00	49,934.00
25	48,604.00	75,135.00	77,512.00	79,889.00	82,266.00	84,643.00	87,020.00	49,934.00
27	48,604.00	75,135.00	77,512.00	79,889.00	82,266.00	84,643.00	87,020.00	49,934.00
29	48,604.00	75,135.00	77,512.00	79,889.00	82,266.00	84,643.00	87,020.00	49,934.00

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

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

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

SEA Member's Name _____

Number of Association Leave Days _____

Date(s) of Association Leave _____

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

SEA Member's Signature

Date

SEA President's Signature

Date

RECEIPT:

Building Principal

Date

Superintendent or Designee

Date

EXHIBIT G – Form 1
Ohio Teacher Evaluation System
Self-Assessment Summary Tool

Self-Assessment

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

Name _____

Date _____

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

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).

INSTRUCTIONAL PLANNING

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

INSTRUCTIONAL PLANNING

Ineffective

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.

Developing

The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.

Skilled

The teacher makes clear and coherent connections with students’ prior knowledge and future learning – both explicitly to students and within the lesson.

Accomplished

The teachers 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.

PRIOR CONTENT
KNOWLEDGE/SEQUENCE/
CONNECTIONS

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

Sources of Evidence:
Pre-Conference

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.

Evidence

KNOWLEDGE OF STUDENTS
(Standard 1: Students)
Sources of Evidence:
Analysis of Student Data
Pre-Conference

Ineffective

The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.

The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.

Developing

The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.

The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.

Skilled

The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.

The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.

Accomplished

The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.

The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.

The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.

Evidence

EXHIBIT G – Form 2 (Page 4 of 8)
Ohio Teacher Evaluation System
INSTRUCTION AND ASSESSMENT

INSTRUCTION AND ASSESSMENT

	Ineffective	Developing	Skilled	Accomplished
<p>LESSON DELIVERY</p> <p>(Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher’s explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students’ questions about content or instructions for learning activities or the teacher may use 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>DIFFERENTIATION</p> <p>(Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches 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				

EXHIBIT G – Form 2 (Page 5 of 8)
Ohio Teacher Evaluation System

Assessment of Teacher Performance

INSTRUCTION AND ASSESSMENT

RESOURCES

(Standard 2: Content;
Standard 4: Instruction)

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

Evidence

Ineffective

Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.

Developing

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

Skilled

Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.

Accomplished

Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.

EXHIBIT G – Form 2 (Page 6 of 8)
Ohio Teacher Evaluation System

INSTRUCTION AND ASSESSMENT

	Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT	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.	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.	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.	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.
(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)	There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
<i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work.).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
	The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	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.
	Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	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.	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.	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.

Evidence

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

Sources of Evidence:

- Pre-Conference
- Formal Observation
- Classroom Walkthroughs/
- Informal Observations
- Post-Conference

Evidence

Ineffective

The teacher does not routinely use assessments to measure student mastery.

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

The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.

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

Developing

The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.

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

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

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

Skilled

The teacher 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.

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

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

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

Accomplished

The teacher 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.

The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.

By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.

The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES
(Standard 6: Collaboration and Communication;
Standard 7: Professional Responsibility and Growth)

PROFESSIONALISM

Sources of Evidence:
Professional Development Plan or Improvement Plan;
Pre-conference;
Post-conference;
daily interaction with others

Evidence

Ineffective

The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.

The teacher fails to understand and follow regulations, policies, and agreements.

The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.

Developing

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.

The teacher understands and follows district policies and state and federal regulations at a minimal level.

The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.

Skilled

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.

The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulation.

The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.

Accomplished

The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.

The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.

The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.

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 teacher’s evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher: _____

Evaluator: _____

Annual Focus

These are addressed by the evaluator as appropriate for this teacher.

Date

Record dates when discussed

Areas for Professional Growth

Supports needed, resources, professional development
Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher

Goal 1: Student Achievement/Outcomes for Students

Goal Statement:

Evidence Indicators:

Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession

Goal Statement:

Evidence Indicators:

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____

Grade Level/Subject: _____

School Year: _____ Building: _____

Date of Improvement Plan Conference: _____

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

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

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement
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Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken

Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

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.

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%
 Cumulative Performance Rating
 (Holistic Rating using Performance Rubric)
Areas of reinforcement/refinement:

Ineffective	Developing	Skilled	Accomplished
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Student Growth Data 50%
 Student Growth Measure of Effectiveness
Areas of reinforcement/refinement:

Below Expected Growth	Expected Growth	Above Expected Growth
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Final Summative (Overall) Rating

Ineffective	Developing	Skilled	Accomplished
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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 ten (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.

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective