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AGREEMENT

BETWEEN

THE SYLVANIA BOARD OF EDUCATION

AND

THE SYLVANIA EDUCATION ASSOCIATION

July 1, 2023-June 30, 2026

TABLE OF CONTENTS

PREAMBLE **1**
ARTICLE I: NEGOTIATIONS AGREEMENT **2**
A. Parties to the Agreement 2
B. Negotiations 2
C. Payroll Deductions of Fair Share 3
ARTICLE II: MANAGEMENT RIGHTS **3**
ARTICLE III: RIGHTS AND RESPONSIBILITIES **3**
A. Rights of the Association 3
B. Rights of Individual 5
C. Educator Protection and Support 5
D. Academic Freedom 7
E. Parent/Legal Guardian Complaints Against Professional Educators 7
F. Nondiscrimination 8
ARTICLE IV: PERSONNEL FILES **8**
ARTICLE V: PAYROLL DEDUCTION POLICY **9**
A. Association Dues 9
B. Other Deductions 10
ARTICLE VI: SCHOOL CALENDAR **10**
A. Formation of Committee 10
B. Procedures for Adoption 11
ARTICLE VII : ASSIGNMENTS AND PROCEDURES **11**
A. Work Schedules and Procedures 11
B. Summer School 14
C. Emergency School Closing 15
D. Educator Workday 16
E. Job Sharing 17
F. Educator Development 17
G Grade Card Committee 18
H Sylvania Local Professional Development Committee LPDC) 18
I. Fractional Position Educators 19
ARTICLE VIII: CLASS AND SPECIAL PROGRAM SIZE **19**
A. Class Size Relief 19
B. Educating Students with Special Needs (formerly: Integrating Special Needs Students) 20
C. Special Groupings 21
D. English as a second language instruction 21
E. Sylvania Virtual Academy 21
ARTICLE IX: ASSIGNMENT AND TRANSFER **21**
A. Definitions 21

B. Assignment and Transfer Initiated by the Superintendent....22
C. Reassignment....23
D. Transfers....23
E. Involuntary Transfers....25
ARTICLE X: LAYOFF AND RECALL....26
A. Definitions....26
B. Governing Procedures....26
C. Reasons for Reductions in Force and Layoff and Recall....26
D. Reduction in Force Procedure....26
E. Order of Layoff....27
F. Order of Recall....29
G. Rights of Educators on Recall....29
H. Seniority Clause....29
ARTICLE XI: LEAVES AND ABSENCES....30
A. Personal/Emergency Absence....30
B. Religious Absence....31
C. Professional Leave....31
D. Absence Due to Legal Commitments....32
E. Leave of Absence....32
F. Sick Leave....33
G. Assault Leave....34
H. Sabbatical Leave....35
I. Unpaid Leaves....37
J Family and Medical Leave Act....37
K. Extended Medical Leave Form....37
L. Approval/Disapproval....37
ARTICLE XII: FACILITIES AND MATERIALS....38
A. Educator Facilities and Privileges....38
B. Instructional Materials....38
C. Use of Charter Buses....39
ARTICLE XIII: GRIEVANCE PROCEDURE....39
A. Definition....39
B. Purpose....39
C. Informal Procedure....39
D. Formal Procedure....40
E. General Provisions....40
ARTICLE XIV: COMPENSATION....41
A. Base salaries effective on the following:....41
B. Extracurricular Salary....41
C. Summer School and Tutoring....41
D. Salary Schedule Application and Placement....42

E. Pay Dates.....43
F. Extended Time Allowance.....45
G. Extra Duty Pay.....46
H. Payment of Unused Sick Leave.....47
I. Compensation During Requested Leaves.....47
J. Longevity Severance.....48
K. Accumulated Leave Plan.....49
L. National Board Certification Stipends.....49
M. Criminal background checks.....50
ARTICLE XV: FRINGE BENEFITS.....50
A. General Medical Insurance.....50
B. Life Insurance.....51
C . Dental Insurance.....51
D. Miscellaneous.....52
E. Insurance Committee.....53
F. Employee Assistance Plan.....53
ARTICLE XVI: REIMBURSEMENT.....53
A. Mileage.....53
B. Additional Training Stipend.....54
ARTICLE XVII: SEQUENCE OF CONTRACT ISSUANCE.....54
A. Regular limited contracts shall be offered in the following manner:.....54
B. Replacement Educators.....54
C. Rehiring Retirees.....55
ARTICLE XVIII: OTES AND NON-OTES EVALUATION.....56
A. Philosophy of Evaluation:.....56
B. Sylvania OTES Committee:.....56
C. Who Will be Evaluated:.....57
D. Evaluators.....58
E. Evaluation Instrument/Instrument Training.....58
F. Educator Performance Evaluation Procedures.....58
G. Completion of Evaluation Process.....61
H. Rights.....62
A. General.....62
B. Discipline Procedure.....63
ARTICLE XX: FAIR DISMISSAL.....63
A. Termination.....63
B. Non-Renewal.....63
C. Intermediate Performance Reviews.....63
ARTICLE XXI: PROVISIONS CONTRARY TO LAW.....64
ARTICLE XXII: STRIKE AND LOCKOUT PROHIBITION.....64
ARTICLE XXIII: WAIVER CLAUSE.....64

ARTICLE XXIV: MAINTENANCE OF STANDARDS..... 64
ARTICLE XXV: EFFECTIVE DATE - DURATION OF CONTRACT..... 64
APPENDIX “A” SALARY INDEX..... 65
SALARY SCHEDULE 2023-2024..... 66
SALARY SCHEDULE 2024-2025..... 67
SALARY SCHEDULE 2025-2026..... 68
APPENDIX “B” EXTRACURRICULAR SALARY SCHEDULE..... 69
APPENDIX "C" OTES EVALUATION..... 75
Appendix “C-1” EVALUATION TOOLBOX..... 77
Full Evaluation Tool..... 77
Less Frequent Evaluation Tool..... 107
APPENDIX “C-2” non-OTES EVALUATION..... 118
APPENDIX “D” NOTICE OF NATURE OF PARENTAL/LEGAL GUARDIAN COMPLAINT... 121
APPENDIX “E” PARENTAL/LEGAL GUARDIAN COMPLAINTS AGAINST EDUCATOR'.... 122
APPENDIX “F” EMERGENCY REMOVAL OF STUDENT..... 123
APPENDIX “G” LABOR MANAGEMENT RELATIONS COMMITTEE..... 124
APPENDIX “H” DESIGNATION OF BENEFICIARY..... 125
APPENDIX “I” Resident Educator Program for Sylvania Schools..... 126
APPENDIX “J” SPECIAL AREA SCHEDULES..... 132
Appendix “K” HEALTH PLAN COVERAGE OPTIONS..... 133
APPENDIX “L” COLLABORATIVE ASSISTANCE PROGRAM (C.A.P.)..... 149
APPENDIX “M” DISTRICT COMMITTEES..... 164
MEMORANDUM OF UNDERSTANDING..... 165
OTES - RESA..... 165
MEMORANDUM OF AGREEMENT..... 166
CONTRACT RATIFICATION 2023-2026..... 166
E-SPORTS COACH..... 167
GRADPOINT COORDINATOR..... 168
SEA PRESIDENT RELEASE TIME..... 169
PROJECT UNIFY COORDINATOR..... 170
RESIDENT EDUCATOR SUPPLEMENTAL POSITIONS..... 171
Calendar and Collaboration Days..... 172

PREAMBLE

A. The parties to this Agreement believe that a quality education is the fundamental right of every child. All children can learn. We have the responsibility to preserve the right of all students to succeed and to promote success for every student. We further recognize and greatly appreciate the extraordinary commitment of all school employees and the efforts they make every day to meet the needs and promote the interests of students. We dedicate ourselves to a shared commitment to the goals and mission statement of Sylvania Schools.

B. The parties to this Agreement are committed to creating organizational structures and processes that solidify a collaborative relationship, so that all parties work together to do what is best for students.

We define collaboration as a process in which partners work together in a meaningful way and within a time frame that provides a real opportunity to shape results. The purpose of the process is to work together respectfully to resolve problems, address common issues and identify opportunities for improvement. To be successful, the collaborative process must be taken seriously and be valued by both parties. The process must be given the time, personal involvement and commitment required to be successful.

C. The parties to this Agreement are committed to social emotional learning.

a. Implement Character Education Programming - Strategic instruction that promotes social and personal responsibility and the development of prosocial character traits and values.
b. Promoting prosocial skill development across the district to have common language and behavior expectations.
c. Proactive implementation of anti-bullying measures.
d. Both parties are committed to social-emotional and mental health education throughout the district.

D. The parties to this Agreement are committed to fostering an organizational structure of respect throughout the school system. This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this, there must be a system-wide commitment to foster this organizational culture of respect, and there must be accountability at all levels of the organization. The parties recognize this collective bargaining relationship is essential to enhance this culture. The organizational culture of respect is based on the following principles:

- Trust in each other and the process
- Use of collaborative and interest-based processes
- Recognition of every employee's contribution
- High expectations for **all** educators and students that arc reasonable, clear and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in our interactions
- Team building and working together as tea

ARTICLE I: NEGOTIATIONS AGREEMENT

A. Parties to the Agreement

1. This Agreement is between the Board of Education of the Sylvania School District, and the Sylvania Education Association.

2. a. The Sylvania Board of Education, hereafter referred to as the Board, recognizes the Sylvania Education Association, hereinafter referred **to** as the Association, affiliated with the Ohio Education Association and the National Education Association, as sole and exclusive bargaining representative of all the certificated personnel, including long-term substitutes (placed in a position and scheduled to work in it for at least sixty (60) days), school psychologists (case managers), school nurses employed by the Board, full-time certificated/licensed intervention specialists. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Directors, Supervisors, Treasurer, Managers, Casual Substitutes, ABLE Staff, ASP educators, St. Joseph's educators and other off-school site personnel. Also excluded is the Director of Sylvania Challenge.

   b. In the event one individual holds both a represented and an excluded position (e.g., certificated educator who is also Director of Sylvania Challenge), he/she shall not perform any duties of the excluded position during the regular school day.

   c. Hereinafter, all members of the bargaining unit shall be referred to as educators unless specifically referenced otherwise.

   d. The unrestricted recognition of the intervention specialists described in paragraph "a" above shall be effective as of September I, 1993.

      The recognition of other tutors as members of the bargaining unit shall be limited to the following specific provisions of this contract: Article III Sections D and E, IV, V, XI Section G, XII, XIII, XIV Section C and E, and XV Section E, 2.

3. Membership in the Association shall not be required as a condition of employment.

B. Negotiations

1. Procedures for conducting negotiations shall be established at the initial session.

2. The scope of negotiations shall be wages, hours, fringe benefits, terms and conditions of employment and other matters related to professional responsibility.

3. Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code except that negotiations taking place during the tenure of the master Agreement shall take place pursuant to the provisions of Article I, Section 4, below.

4. The parties agree that, should mandatory provisions of legislation or amendments thereto or of new judicial interpretations affect wages, hours, terms, and other conditions of employment and/or require the modification or deletion of a term of this agreement, representatives of the Association and the Board will meet to negotiate in good faith the effects of those provisions. If an agreement cannot be reached after thirty (30) days, a third party agreeable to both sides shall be appointed to hear and decide the subject. His/her decision will be binding on all parties. Each party shall pay its own expenses and the expenses of the third party shall be shared equally by both parties.

C. Payroll Deductions of Fair Share

1. The Sylvania Board of Education and the Sylvania Education Association agree that the language in the collective bargaining agreement effective July I, 2017-June 30, 2020, Article IC, entitled "Payroll Deduction of Pair Share Fee," will be reinstated and considered part of the collective bargaining agreement in the event any Federal or State legislative or judicial body reverses the ruling in *Janus v. AFSCME,* 26-1466, 585U.S. 138 S. Ct. 2448 regarding fair share fees.

ARTICLE II: MANAGEMENT RIGHTS

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

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

ARTICLE III: RIGHTS AND RESPONSIBILITIES

A. Rights of the Association

1. a. One copy of the Board of Education Policies and By-Laws Book will be placed in the educators' lounge in each building. Updates of the Policy and the By-Laws Book will be sent to an SEA representative in each building (as identified by the Association) as soon as possible.

   b. Two copies of this book will be provided for the Association with updates sent to the President of SEA and the Vice President-Contractual Procedures of the SEA.

2. a. The Board shall provide both the President and Vice Presidents access to the Board agenda prior to the regular Board meetings and the minutes of said meetings. Addendums shall be sent to the aforementioned as soon as possible.

   b. Agendas shall also be made available to the building representatives (as identified by the Association) prior to regular Board meetings. Addendums shall be sent to SEA representatives as soon as possible.

   c. Access to all financial reports, curriculum reports, and/or related materials shall be provided for the Association at no cost and as quickly as possible.

3. The Association may place an item on the agenda for a regular Board meeting. The Association President will submit agenda items to the Superintendent at least six days before the meeting.

4. The Association will be given the opportunity to address any item on the agenda for a Board meeting by notifying the Treasurer before the meeting.

5. In an attempt to promote good internal communications, the President of the Association or his/her designee and one representative will meet with the Superintendent of Schools or his/her designee at the request of the President of the Association at a mutually agreed upon time and place.

6. The Board shall provide at Board's expense and in a professional manner this Agreement entitled "An Agreement Between the Board of Education of the Sylvania Schools and the

Sylvania Education Association" in booklet format the Bradley J. Rieger Building. The SEA shall be provided with twenty-five (25) paper copies for its own use. A digital ml-editable version of the SEA contract will be available to SEA members.

7. The Association, as bargaining agent, shall be entitled to the exclusive educator organization right to use school buildings for meetings without charge so long as they do not obstruct regular school use or promote the obstruction of normal school activities.

8. The Board of Education agrees to permit the SEA exclusive educator organization right to use of bulletin board space in the educators' lounge in each school building for the purpose of posting official notices. Authorized representatives of each building will be responsible for the posting of all such notices and contents thereof.

9. The Board of Education agrees to permit SEA exclusive educator organization right to the use of educator receptacles and interschool delivery service. Authorized educator representatives of each building will be responsible for the placing of such materials and contents thereof.

10. The Association may make organizational announcements in faculty meetings, have announcements presented over the public address system provided, public address announcements shall be limited to time, place and date of meetings, and insert information in regular educator bulletins as provided for in individual school procedures and regulations.

11. The second Monday of each month will be recognized as an Association meeting night. All Executive Committee Members of the Association may leave the building at the close of the school day after students are scheduled to leave and are safely out of the building, provided there is no conflict with fulfillment of supplemental contracts. No other administratively called meetings shall be scheduled on these dates.

12. The Association building representatives and officers may have the use of individual school equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Any damage or loss resulting from such use will be paid by the Association. Any supplies used will be paid for by the Association.

13.

a. All educators will be given access to the names, addresses, phone numbers and building assignments of district employees through an un-editable digital version that will be updated for the current school year by November 1 and continuously updated thereafter as new information becomes available.

b. The Association President shall be provided with five (5) copies of such directory. No employee of the Sylvania School District will release staff directories or the information contained therein, for commercial or political purposes.The names, addresses, and phone numbers of all substitutes shall be supplied to the association within thirty (30) days following Board approval.

14. Upon request, principals shall provide the Association representatives from their buildings with the opportunity for a meeting with new educators during the opening day of school for all educators.

15. The President of the Association and building representatives shall be released to fulfill responsibilities to the Association and to the district in the administration of this agreement. Any absences other than those mutually agreed upon under this agreement would need to be approved by the immediate supervisor, as well as the Superintendent or his/her designee.

16. The Association President or a designated alternate will be granted up to a total of three (3) days leave, with pay, each school year, for UTP meetings and/or conferences.

17. Association Delegates:

a. Each delegate to the NEA Convention will be granted up to a total of five (5) days leave, if needed, with pay each school year.

b. Each delegate to the OEA Convention will be granted up to a total of three (3) days leave, if needed, with pay each school year.

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

18. An Association member who is an officer of an affiliate i.e., OEA, NEA, will be granted up to three (3) days leave per year to fulfill obligations of that office. This will be accomplished at no additional cost to the Board or SEA.

19. Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the local SEA members according to the SEA Constitution and Bylaws for their service in such offices for the SEA locally. The Association shall certify the stipend amounts to the Board's Treasurer/CFO, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board upon invoice from the Treasurer/CFO for the total cost of stipends, including any applicable retirement and other payroll costs.

20. Educators, when included in district committees and administrative and dean interview teams, will be appointed by SEA.

B. Rights of Individual

1. Nothing in this document will prohibit any certificated educator from presenting views or complaints which affect his/her status in the district to the Superintendent.

2. No reprisals shall be taken against an employee by reason of his/her utilization of any procedure or activity herein provided for, nor on account of his/her membership or position in the Association and its lawfully related activities.

3. In the event that Board owned and insured transportation is not available for school activities, no educator will be required to transport any student.

4. Educators covered under this Agreement shall not be required, absent reasonable cause provided to the employee in writing, to participate in any type of testing procedure pertaining to drugs or alcohol.

5. No educator will be required to accept administrative duties.

C. Educator Protection and Support

1. It is the responsibility of the educator, the administration, and the Board of Education to maintain a teaching-learning situation in which learning can take place and to abide by Board policy. Personnel decisions cannot be made for arbitrary or capricious reasons.

2. The educator's authority and effectiveness in the classroom are undermined if there is insufficient support of the educator. It is, therefore, the responsibility of the Board and administration to support and aid educators' control in the classroom.

3.

a. Employees shall not be subjected to harassment, inappropriate behavior or interference by a guardian or any other person in the performance of the employee's duties. Employees shall not be expected to remain in any interaction in which prohibited behavior occurs.

b. Inappropriate behavior includes chronic and continuous badgering, as well as verbal abuse. Verbal abuse includes abusive language, screaming, yelling, insults, threats, profanity and upbraiding.

c. Administrators will take appropriate steps to ensure that employees are not subjected to harassment, inappropriate behavior, or interference as described in this Section in accordance with current Board Policy and student handbook language.

4. Educators will not be required to work in an atmosphere of personal threat.

5. Educators who have been intimidated or physically assaulted in connection with the performance of a work assignment have the right to defend themselves from physical harm and to obtain assistance.

6. A student accused of intimidating or physically assaulting an educator shall be immediately removed from the situation pending a hearing pursuant to Board Policy 5610,. Under no circumstances will a student who has intimidated or physically assaulted an educator be allowed to return to the educator's class except by permission of the educator, except where required by law. (IDEA) A lack of such permission will not be made a part of the educator's record nor become an area of criticism concerning the performance of the educator's duties.

7.

a. Whenever revisions are contemplated in Board policies dealing with educator support and/or classroom control and discipline, a committee of not more than nine educators (three from the elementary; three from the junior high; and three from the senior high) appointed by the Association and not more than nine (9) persons appointed by the Superintendent will be convened to make recommendations to the Superintendent relative to such policies.

b. The administration with input from SEA will establish procedures for emergency situations.

c. An educator may remove a pupil from curricular or extra-curricular activities with the condition that the educator submits written reasons for the removal to the principal in charge as soon as possible. This right applies when, in the judgment of the educator, the "pupil's presence poses a continuing danger to persons or property and an ongoing threat of disrupting the academic process." (Use Emergency Removal of Student form in Appendix F.)

8. The building principal will be responsible for the supervision of students returned by transportation.

9.

a. Professionals may choose self-referral to Collaborative Assistance Program (C.A.P.) (Appendix L) or be referred to the program by their immediate supervisor.

b. The referred educator will remain in the C.A.P. program until mutually agreed upon between the educator and the supervisor not to exceed one year.

c. Information obtained through the C.A.P. program may not be used in the educator evaluation process. For C.A.P. purposes the SEA President shall appoint two (2) educators with previous C.A.P. experience and/or training annually to serve with

the appointed administrators as a C.A.P. steering committee. Compensation will be at the hourly rate for meeting time.

10. Resident Educator Program

The Resident Educator Program attached to this Agreement as Appendix I, will be implemented with the beginning of the 2012-20 I 3 school year.

D. Academic Freedom

1. Educators not only will be free to teach knowledge directly related to their specialized fields and assigned courses but also will be free to teach facts, opinions, theories, and possibilities related to said specialized fields and assigned courses. Educators will teach opinions as opinions, theories as theories and possibilities as possibilities. They will teach on levels within the reasonable comprehension of their students and with respect to students' bona fide religious and cultural differences. If a given assignment conflicts with a student's bona fide religious and/or cultural beliefs, alternative assignments/options, determined by the building administrator and educator will be provided.

2. Educators will have freedom of individual conscience, association and expression outside the job situation as are afforded other professional persons in the community.

3. Any parental complaints on the implementation of the course of study by the classroom educator shall follow the complaint procedure as outlined in Article III**,** Section E.

4. Educators shall have the right to award an evaluation grade to students and will be notified and consulted if the assigned grade is considered for change. Educators will not be required to change student grades. No student grades will be changed by principals without consulting with the educator and providing written rationale for said changes.

E. Parent/Legal Guardian Complaints Against Professional Educators

1. A concern is a general informal questioning of/or negative reference, in the form of private conversation or paper note, about an educator's personal or professional performance while fulfilling contractual duties. A complaint is initiated by a guardian raising a negative reference to a formal level.

2. A verbal notification of a concern does not initiate the formal complaint process.

3. Complaints against professional educators shall be handled in a consistent manner.

4. Complaints against professional educators shall be handled using the following procedure:

   a. All complaints received by an administrator or Board member shall be referred by the building administrator to the educator(s) involved within two (2) working days. The building administrator shall indicate, in writing, on the appropriate form (Appendix D), the nature of the complaint. Administrator shall attach a cover letter to Appendix D to explain the nature of the complaint and offer a meeting.

   b. The educator(s) shall contact the complainant in an attempt to resolve the complaint(s). However, if the principal and educator concur, the educator(s) shall respond in writing to the complainant instead of making direct contact. The educator shall then report the results of that contact back to the building administrator on the appropriate form (Appendix D). The educator(s) shall have five (5) working days after receiving the complaint from the building administrator to report back to the building administrator.

   c. If this does not resolve the complaint, the building administrator will reduce the complaint to writing on the appropriate form (Appendix E). The complainant and educator(s) shall meet with the building administrator at a mutually convenient time. At

the end of this meeting, a summary of this meeting shall be written by the building administrator on the appropriate form (Appendix E), and signed by the educator, complainant, and building administrator. A copy of this summary shall be given to the educator(s) and to the complainant.

d. If this complaint is not resolved at that level, copies of all written complaints and responses will be forwarded to the Superintendent or his/her designee. The complainant, educator(s), and building administrator will then meet with the Superintendent or his/her designee at a mutually convenient time. The Superintendent or his/her designee shall make written disposition of this complaint within five (5) working days of the hearing. Copies will be given to all parties involved.

e. If it is not resolved at that level, the complaint may be appealed to the Board.

f. If complaints are placed in an educator's file, said member shall have the right to rebuttal and shall receive a dated copy of all such insertions in said file immediately.

g. The professional educator shall have the right to up to two Association representatives at each step of this procedure.

h. Any complaint that is not processed pursuant to the provisions of this complaint procedure will be expunged and all records of it destroyed.

i. Complaints received from students will be resolved by the educator and the building principal and will not be subject to the complaint procedure.

F. Nondiscrimination

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

ARTICLE IV: PERSONNEL FILES

A. 1. All educators have the right to view their own personnel file in the Board of Education building and their own personnel file in the office of the building administrator excluding pre-employment records.

2. Materials to be placed in an educator's file shall indicate the date of occurrence of the events contained therein. A copy of said materials will be forwarded to the educator within five (5) working days of the date the materials are placed in the file. Such material may not be placed in a personnel file unless it is placed within ten (10**)** working days of its receipt by a Board member, Superintendent or other administrator. The educator shall sign and date materials showing that a copy has been received. This paragraph does not affect timelines required by Article III**,** Section E and Article XVIII.

3. All educators shall have the right to attach written comments/rebuttals to all materials in their files within ten (10) working days of receipt of said materials and shall note such rebuttal/comments on the original copy in said file.

4. Failure to follow the guidelines and timelines specified in Al, 2, and 3 above shall preclude reliance on such materials and/or rebuttals and such documents shall be purged from said files.

5. With the exception of formal evaluation documents and misconduct reports that result in ODE action pursuant to Section 3319.314 of the Revised Code, all educators shall have the right to purge written materials from their files after said materials have been in their files for two (2) years.

6. Formal evaluation documents may be removed with the approval of the Superintendent.

B. Educators shall be notified in writing of all requests for information from their personnel files at the time of said requests, except for requests by Administrators. This notification shall include the name of the person seeking information and the nature of the information sought.

C. The Board will maintain an up-to-date copy of all personnel files.

D. Computerized personnel files shall exclude disciplinary records, grievances, and complaints. The employer shall exercise state of the ail precautions against unauthorized access to said file

ARTICLE V: PAYROLL DEDUCTION POLICY

A. Association Dues

1. The SEA as bargaining agent shall be entitled to the exclusive right of payroll deduction for educator organization dues.

2. Two weeks prior to the second payroll of each month, starting with October, the Association will deliver to the office of the Treasurer forms and, in accordance with directions supplied by the Treasurer, a listing of the employees and the amount to be deducted for each member. Once an educator is on the list, his/her name need not be repeated.

3. One-twentieth of the annual amount will be deducted as a single deduction over twenty consecutive payrolls, beginning with the second payday after October 1. Members not enrolled by October 1 will have their dues deducted in equal installments over their remaining pay periods for that year.

4. If an employee does not have enough earnings to cover the deduction for dues on a particular payroll, it will be the responsibility of the Association to collect the missed installment from the employee.

5. In the event an educator leaves active employment of the school district or goes on an approved leave of absence before the entire dues have been paid through payroll deduction, the Board will deduct the balance still owed to the extent funds are available from the final contract settlement paid to the educator. If an educator begins a school year but goes on unpaid leave before dues deductions are completed and then returns before the end of the school year, the remaining dues deductions shall be spread over the remaining pays for that school year. The President of SEA may determine a waiver of this provision.

6. The Board will mail dues that have been deducted to the Association within ten days. The Association will be responsible for the disbursement of the dues to its affiliates.

7. Any employee may cancel his/her authorization for the UTP dues deduction by giving written notice to the Association's Treasurer and the District Treasurer from September 1 - September 15, each school year. Unless written notification is received, UTP dues will be deducted automatically. Cancellation shall become effective with the second payday following receipt of such notice.

8. The Association will reimburse any employee for any dues that have been deducted in excess of the proper amount, provided that the Board has paid the excess to the Association. The Association agrees to hold the Board harmless from all claims of excessive dues deduction.

9. The Board will not be responsible for any Association errors or for any other financial liability in complying with the above.

B. Other Deductions

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

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

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

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

ARTICLE VI: SCHOOL CALENDAR

A. Formation of Committee

A committee, appointed by the Superintendent, will meet during the month of February for the purpose of preparing a calendar. The committee will include at least three (3) members named by the Association.

The calendar year shall consist of the following:

1. No more than 185 educator workdays. Included in the 185 days will be:

   a. Two (2) guardian/educator conference days for grades kindergarten through eighth.

   b. One (1) guardian/educator conference day for educators in grades nine through twelve.

   c. Three (3) workdays for all educators consisting of one (1) day at the beginning, one (1) day at the end of the first semester and one (1) day at the end of the school year.

   d. Two (2) additional days will be distributed within the school calendar which will consist of two (2) days of educator development. These two (2) days will be scheduled by the Calendar Committee.

2. Three (3) unpaid additional days for orientation may be added for new educators.

3. The Director of Student and Community Services will meet with Special Education educators in March to schedule Guardian Conferences and preparation days. Aide time for the following school year will be dealt with per Article VII, A,18.

4. Kindergarten educators will have two (2) paid days for Guardian Conferences for each of the kindergarten sections. These conferences will be scheduled in November. Kindergarten educators will also have one additional day without students for preparation for these conferences. This paragraph terminates for all-day kindergarten classes when all-day kindergarten is fully implemented.

5. Contingent upon receipt of state waivers, there shall be four (4) late starts with two (2)-hour student delays during each school year. The use of the two-hour block created by late student arrival will be determined by a consensus of each building committee and principal and must be related to that building's continuous improvement plan. The building committee will keep the Labor Management Relations Committee informed of the building's use of the time. The Superintendent in consultation with the LMRC shall determine the dates for late starts

B. Procedures for Adoption

1. The Committee may survey the educators at any time during the process. The committee will submit no less than two (2), or more than three (3) proposals to the educators for input.

2. The prepared calendar will be submitted to the Superintendent for comments prior to its presentation to the Board of Education. The Board may, in turn, approve or disapprove of such calendar.

3. Suggestions for modification or amendment will be made and the calendar may be returned to the committee for revision. The revised calendar will be submitted to the Superintendent for comments prior to its presentation to the Board. The Board may, in turn, approve, disapprove, modify or amend such revised calendar.

4. Should the calendar have to be altered due to a crisis situation (i.e., energy, weather, school closing due to lack of funds) the calendar committee as outlined above will be consulted

ARTICLE VII : ASSIGNMENTS AND PROCEDURES

A. Work Schedules and Procedures

1.

a. The building principal may schedule one (1) faculty meeting per month with one week's notice. Other meaningful meetings may be called if necessary, with a minimum of twenty-four (24) hours' notice, except for emergencies.

b. When held in the afternoon, faculty meetings will begin immediately after student dismissal time and will be completed within approximately one hour.

c. Meetings will be scheduled at the beginning of the school year whenever possible.

d. Routine announcements will be communicated to educators instead of being on meeting agendas.

e. Building principals or other administrators may not require educators to give up regularly scheduled planning time for the purpose of building meetings, subject meetings, study committee meetings, or any other type of organized meetings.

f. School counselors shall not be assigned a daily lunch duty.

2. Assignments to a team-teaching situation will be voluntary.

3. Any teaching assignments and/or duties in addition to the normal teaching schedule during the regular school year shall not be obligatory.

4. When new non-negotiated extracurricular positions are sought during the term of this Agreement, they may be placed on the extracurricular salary schedule after a meeting between the Superintendent or his/her designee and the Association president. The salary for the new position will be mutually agreed upon at this meeting. If a mutual agreement is not reached, the matter will be submitted to expedited arbitration pursuant to the Voluntary Labor Arbitration rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on all parties.

5. Preference in contracting all extracurricular assignments will be given to regularly employed qualified educators in the District.

   a. Procedures for filling vacancies:

      1. The Superintendent or designee will notify all members of the certificated educators of all the certificated vacancies that occur. The Board will email notice of vacancies to all SEA members year-round and during the school year.

      2. Educators will have three days' to apply for an existing vacancy after the date of the notice. Applications for the vacancy are to be made in writing, including email, to the Superintendent or designee.

      3. Postings of supplemental positions shall refer applicants to the job descriptions on the District's website. Supplemental contracts shall contain the following sentence: The undersigned bargaining unit member acknowledges his/her review of the job description for this position and accepts the performance of the duties stated therein. No signature shall be required on a job description separate from the supplemental contract.

6. The building administrator with input from educators shall determine whether or not a sign-in sheet is necessary in his/her building.

7. a. No secondary professional educator shall be scheduled for restroom supervision.

   b. No elementary professional educator shall be scheduled for duties beyond their regular 7 hour and 35-minute day.

8. Educators leaving the building during the lunch period will notify the principal, or designee, that they will be gone. Notification may take the form of signing in and out of the building on a form provided by the principal. Permission to leave the building during planning and preparation periods may be granted by the principal or his/her designee.

9. Educators may leave the building at the close of the school day preceding holidays and vacations as designated on the official school calendar after students are scheduled to leave and are safely out of the building.

10. Whenever there is an absence of any educator for a contracted position, a substitute, if available, will be called in, giving regard to preference requests of the absent educator.

11. Classroom interruptions will be kept to a minimum. Special announcements over public address systems will be made during specified periods of time. Exceptions to the rule will be made only in case of emergency.

12.

   a. All newly employed educators shall be informed of their grade level, building and teaching assignments no later than August 10. In case of emergency, later assignments may be made.

   b. Prior to April 1, all educators will have the opportunity to provide input to the building principal, department chairperson or administrator responsible regarding their teaching assignment and/or schedule for the following year.

c. Notification of tentative grade level/subject assignment and/or class course assignments for the next school year will be available to each educator at the buildings by June 15.

13. Assignments as facilitators, department chairpersons, unit leaders,etc., will be voluntary.

14. Educator participation in the student aide program will be voluntary and in the event of problems with the assigned student aide, the educator will notify the principal of same and he/she will be responsible for working out a solution. The continuance of a student aide in a particular classroom will be at the discretion of the cooperating educator.

15. Cooperation with colleges and universities in providing experiences for student educators is encouraged. No preference to any one college or university will be given and student educators assigned to Sylvania will be sent to the various schools on an equal basis. Once in the assigned school, each educator in the receiving school will be given an equal chance for supervising a student educator but will not be forced to do so.

16. Aide time will be dealt with in a consistent and equal manner, provided, that facilitating student education will be the primary consideration. Prior to assignment of a special education aide, the scheduling will be done with input from receiving educators.

17. Any changes in kindergarten schedules will be done with input from kindergarten educators.

18. Procedures for changing elementary special area assignments will be:

a.

1. Each year, should it be necessary to change elementary special area assignments, every reasonable effort will be made to base changes on continuity and development of the existing program.

2. Scheduling will be initiated at a meeting to which all affected educators are invited before a final decision is made.

3. If a change in an elementary special area assignment results in a change in home building, it shall constitute a transfer and the transfer provisions of Article IX shall apply. For the purposes of this Section, a "home building" is the building in which a special area educator performs the majority of his/her assignments.

b. The administration shall share tentative schedules with elementary art, music and physical education educators by June 15 (See Appendix "J"). Final scheduling of building assignments will not be done until input of all affected art, music, and physical education educators has been sought at a meeting to be scheduled no later than five days prior to the beginning of the school year. Educators will be notified of this meeting at least five (5) work days in advance. At this meeting, the parties will resolve schedules for elementary special area educators that do not vary by more than two 55 minute equivalent sections among the educators on a weekly basis, so long as the resulting schedules do not require the hiring of any additional employees or reassignment of employees from other than special area assignments for part or all of the day for special area instruction. If, due to unforeseen enrollment changes, sections are subtracted from or added to a building after the schedule of assignments is finalized at the meeting required by this subsection (20)(b) before school begins, the variance may be greater than two 55-minute equivalent sections. It is management's sole discretion to employ additional personnel for whole or partial special area positions.

c. Elementary principals shall request and consider the professional input of all art, music, physical education, and classroom educators assigned to their particular building prior to establishing a building schedule.

19. Elementary Educator in-Charge

a. In the absence of the principal in those schools with only one administrator, a secondary principal or administrative substitute may be assigned to assume the administrative duties. If none are available an educator may be designated as educator-in-charge. Since the representative may also be absent at the same time the principal is absent, an alternate for the educator-in-charge also shall be named. Each building will have a written plan/procedure in place to address when a principal is out of the building. This procedure will be placed in their safety plan.

b. The educator-in-charge and alternate positions will be posted, if vacant, as supplemental positions.

c. An annual seminar will be sponsored and required through the Educator Development In-Service Program for all new educators in-charge and new alternates prior to the beginning of the regular contract year.

d. The Superintendent or designee will issue a job description for educators-in-charge and alternates before the positions are posted.

e. If the educator-in-charge or alternate is designated to be responsible in the principal's absence and if the absence is expected to be one-half day or longer, then a substitute educator will be provided for the educator's class.

f. If the educator-in-charge or alternate is designated to be responsible in the principal's absence, the educator-in-charge or alternate shall have the responsibilities which that principal otherwise has for the dispensation and administration of prescription drugs in accordance with Board policy.

g. If the educator-in-charge or alternate is designated to be responsible in the principal's absence, he or she will be paid at the rate of .0025 of the B.A.-zero salary per diem or proportionate part of a day.

20. Intervention specialists at the elementary and junior high levels will receive a total of three days of released time each school year for the preparation of individualized education programs (IEPs) and related duties. Intervention specialists at the high school level will receive a total of four days of released time for the preparation of IEPs and related duties.

B. Summer School

1. In the event a summer program is authorized by the Board of Education, the Association and the educators will be advised of the anticipated vacancies.

2. The summer school director shall be responsible for posting notices of all such anticipated vacancies in an appropriate place in each school for not less than ten (10) teaching days prior to the closing date for filling such vacancies. Notice will include educational and experience requirements as well as instructions for filing applications. The summer school director shall also mail notices to all educators on the recall list or on leave of absence.

3. Applications will be made in writing to the director of the summer school program.

4. Provided the educator is certified in the subject matter required, selection for participation in the summer school program will be based, in order of importance, as follows:

a. Length of summer school experience in the subject matter required.
b. Length of summer school experience.
c. Length of system experience in the subject matter required.

d. Every effort shall be made to employ Sylvania educators. If no Sylvania educator is available, a qualified educator will be hired from outside the system.

5. Educators who develop and write a curriculum for a special interest or enrichment course will *be* given first consideration for summer school employment in the given program.

6. Applicants will be notified by the end of the school year of all tentative appointments for which they have applied. Final appointments will be made when the minimum needed enrollment is reached or immediately after the close of the registration period. The decision of the Board relative to such an appointment will be final.

7. Educators of summer school will be entitled to use their accrued sick leave. Sick leave will be deducted in the following manner for summer school:

1 class@ 1/4 day	] Elementary & Junior High
2 classes @ 1/2 day	] Elementary & Junior High
1 class@ 1/2 day	] High School
2 classes @ 1 day	] High School

8. Summer school educators will be entitled to one (1) school day of personal leave per session. Unused personal days, to a maximum of five (5) days, may be accumulated and carried forward for use in subsequent summer sessions.

9. When a substitute educator is required it will be the responsibility of the summer school director to contact and secure the substitute.

C. Emergency School Closing

1. When the Superintendent closes the schools system-wide for emergency situations, educators will not be required to report. However, if a weather-related emergency closing occurs on a Records Day, educators may report to their schools or complete their grading/records duties at home. The Records Day will not be rescheduled.

2. In the event of the delayed opening of schools:

   a. Educators will be required to report as soon as possible unless health or safety conditions dictate otherwise.

   b. Educators will not be expected to accept duties more than the usual number of minutes before the pupils' school day.

3. In the event that an emergency energy shortage or any other unforeseen event makes it necessary to close schools, the Association will have input in determining the alternative to be used in making up the lost time.

4. Any individual on an approved paid leave when a calamity day occurs will not be charged time from his/her accumulated leave and, further, will not be docked for thatday's pay.

5. In the event of an emergency closing of a building for a single day, educators shall not be assigned duties in another building nor shall they be required to make up this time except as mandated by the State Department of Education.

D. Educator Workday

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

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

   At the elementary grade level, there will be no morning meetings for one week corresponding to the week grades cards are due each quarter.

2. All educators shall have a minimum of thirty (30) minutes scheduled, uninterrupted, duty-free lunch period daily. Educators shall be scheduled for a minimum of 15 minutes of travel time. This time will not count as planning time or lunch time. Travel time is defined as the time it takes to move from one teaching location (classroom) to the next assigned location, between buildings.

3. The educators at the elementary level shall be provided with a minimum of one hundred ninety-five (195) minutes per week for planning and preparation during the student day.

   a. At the elementary level, there will be no scheduled morning meetings one day per week, unless an urgent situation arises as determined by the building principal.

   b. Reconfigure the elementary library schedule to eliminate educators having two planning periods on the same day.

   c. Planning time for Special Education educators will be scheduled with educator input.

4. The educators at the secondary level (grades 6-8) will be provided with one (1) period per day for planning and preparation.

5. With the agreement of the building principal, educators can determine flexible work hours between 5:00 a.m. and 5:00 p.m. as long as they work the approved number of hours and meet the Board of Education policy. The Board will encourage a supportive and organizational culture that achieves its goals while accommodating individual needs for flexibility in the work schedule.

6. Secondary school educators (grades 6-12) who are scheduled for less than five (5) periods of assignments (or in some cases more than six) will be paid in "sixths." This calculates as follows:

ASSIGNMENTS	"PREP" TIME	%, OF CONTRACT
1 period1	1/6 of a day	1/6 or 16/67%
2 periods	2/6 of a day	2/6 or 33.33%
3 periods	3/6 of a day	3/6 of 50%
4 periods	4/6 of a day	4/6 or 66.67%
5 periods	1 day	100%
6 periods	1 day	100%
7 periods	1-1/6 of a day	1-1/6 or 116.67%

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

7. Effective with the start of the 2003-2004 Secondary educators at Northview and Southview will be on the following schedule:

   a. Both high schools will be on the nine (9) period day. If at any time during the duration of the contract, Administration, in consultation with a secondary scheduling committee, with at least 55% of SEA member secondary faculty support, proposes to pilot a daily schedule, Art. VII, (D)(7)(a) is suspended for a three (3) year trial period. At the end of the second year of implementation, a vote for adoption of 55% of the SEA member secondary faculty (55% or more of faculty voting) will be required for full implementation. Failing that, the Administration, in conjunction with the secondary scheduling committee, shall explore alternatives to be approved by the same process.

b. All educators will have six (6) periods of assignments (classes) per day.

c. One (1) period for conference per day.

d. One (1) period for lunch per day.

e. One (1) period of half conference and half duty. Duty could include study hall, proficiency tutoring, or another duty mutually agreed upon by the administration and educator. Educators assigned to these duties will be paired up and may be split as per agreement by the educators involved.

f. An educator who agrees to teach an extra class beyond the 6 may elect to give up the daily planning period; pay will be calculated at 7/6.

g. For the 2021-22 and 2022-23 school years, Article VII D 7 e is suspended. Instead, as a pilot, high school teachers shall have one period of duty for the full year. A "duty" is defined as a teacher acting in a supervisory role, without providing new instruction. This duty shall not be a new/additional class. This duty shall not be a new/additional prep. This duty may include school improvement initiatives, study hall, commons, the learning center, ICU, coverage of classes when a substitute is not available, or another mutually agreed upon duty by the administration and educator. This pilot shall not result in a reduction in force.

Educators shall have the opportunity to provide input about their preferences for duty assignments. The administrator will make every effort to avoid an educator having two (2) semesters of lunch duty during a school year.

The maximum number of students a teacher will be supervising without additional support is 40 with the exception of lunch duty.

This pilot shall be reviewed by the secondary scheduling committee, defined in Article VII D 7 a, prior to December 1 , 2022. The secondary scheduling committee shall review the effectiveness of this program and provide a recommendation regarding its continuance. Any changes recommended by the committee will not take effect until the 2023-2024 school year.

E. Job Sharing

1. Upon request by two (2) or more members of the bargaining unit, the Board agrees to provide further consideration to dividing a bargaining unit position between those requesting it and to provide compensation and benefits on a pro rata basis.

2. If the administration requests and the educator agrees to substitute for the other job-sharer, that educator shall be paid at his or her daily rate of pay. The substituting educator's eligibility for full-time benefits shall only occur after sixty (60) consecutive school days in substituting for the job-sharer.

F. Educator Development

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

2. The Advancing Collaborative Education (ACE) Team will consist of at least two (2) Board members, five (5) SEA members, one (I) OAPSE member, one (I) District administrator, and two (2) building administrators.

3. Each building will establish a Building Equity Team (BET), which will meet a minimum of once per month for the purpose of promoting stronger relationships at the building and district level among all stakeholders supporting student learning to meet the needs of all students.

   The Building Equity Teams will consist of at least the principal /supervisor, at least 3 SEA members and one (1) OAPSE member. The Equity Team may also appoint a parent and/or student representative. Other educators may also be invited to participate in the Equity Team meetings. The work of the Equity Team may be combined with other school or program committees. The responsibility of the Building Equity Team is to:

   - Oversee the implementation of each building's "theory of change"
   - Plan cultural competency professional development at the building and district level
   - Select an SEA member from the BET to be the team leader. This leader will attend a quarterly district -wide cultural competency leader meeting.

   The District will convene Equity Teams at least once per school year for training collaboration on a regional or District- wide basis. The Advancing Collaboration Education (ACE) team will oversee the planning of these meetings.

4. A Character Education Team consisting of at least; (1) SEA member per elementary and junior high building, (4) building level administrators, and (1) district level administrator will develop a consistent district wide sustainable (scaffolded) program to support educators and students in Character Education and Mental Health Education.

G Grade Card Committee

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

H Sylvania Local Professional Development Committee LPDC)

1. The purpose of the Sylvania Local Professional Development Committee is to oversee, review and approve 1.) the Professional Development Plans for course work, continuing education units, and/or other equivalent activities for renewal of licenses and certificates and 2) the renewal of licenses and certificates.

2. The term of office for members serving on this district committee shall be four years and shall be staggered.

3. The committee shall be composed of five members, three of whom are classroom educators appointed by the Sylvania Education Association president and two of whom are administrators appointed by the Superintendent. The five-person membership of the LPDC will be adjusted so that the majority of the membership will be administrators when decisions are made for administrators' professional development and license/certificate renewal.

4. In the event of a vacancy, the committee member shall be replaced in accordance with #3.

5. The chairperson of the committee shall be an educator and shall be determined by a majority vote of the committee members.

6. Decisions of the committee shall be made by a majority vote of those present. A majority of the members must be present for a vote, with at least one administrator and two classroom educators present. For review and decisions involving administrators the majority would be at least one educator and two administrators present.

7. Members of the Sylvania LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC's. Members of the LPDC shall be granted professional leave if the training is during the normal school day. Any and all fees required for this training shall be paid by the school district.

8. The Sylvania LPDC shall meet every month (September-May) from 1:00 p.m. to 4:30 p.m. Each educator member shall receive% day (afternoon) release time on the designated meeting days. The Sylvania LPDC shall determine the dates for the meetings. The necessity for additional meetings shall be determined by the chairperson.

9. The association members of the Sylvania LPDC shall receive an annual payment as follows: 12% of the base educator's salary for the chairperson and 6% of the base educator's salary for each of the other two members, and shall be paid in accordance with Article XIV, Section E7.

10. Appeals shall be handled by an appeals process adopted by the committee in accordance with the Ohio State Department of Education regulations/guidelines.

11. Teachers who receive professional development through NEA and NEA affiliates, as well as complete NEA Micro credentials, shall automatically be able to use those CEUs towards !PDP and license renewal. They will not need to complete the PD Express form for each activity.

I. Fractional Position Educators

1. All FPTs should be scheduled as continuous time with no break in assignment longer than the duty-free lunch or planning time as prescribed in this section and a duty-free lunch proportionate to his/her contract if the scheduled teaching assignments span morning to afternoon.

2. The administration shall consult with the Association President prior to implementation of a new or significantly modified FPT position.

ARTICLE VIII: CLASS AND SPECIAL PROGRAM SIZE

A. Class Size Relief

1. When a class size exceeds 25 K-3 or exceeds 29 4-5, or exceeds 29 6-8, or exceeds 29 9-12, one of the following remedies will be exercised by the Superintendent or designee or the building principal, where applicable:

   a. Leveling at the appropriate grade level within a building.

   b. Transferring students to the appropriate grade level at another building.

   c. Employment of a certificated aide. An aide added as relief will be assigned to the grade level, and schedules for the aide will be developed in collaboration with the building administration. Aides will travel with the class to special area classes.

   d. Employment of an additional educator.

2. Elementary Procedure of Special Areas, i.e., Art, Music, Physical Education

   When a class size exceeds the above guidelines as stated in A above, one of the four options listed in Al above, may be used. Class size will be limited to the same number of students as that of the homeroom teacher for whom the specialist is serving.

3. Secondary Procedures for Regular Classes and Special Areas, 1E, Art, Music, Physical Education and Health When the average class size for any educator exceeds the number stated in A above in grades 612, relief will be provided as stated in A 1 a-d above.

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

1. Every effort will be made to provide students with special needs/disabilities the opportunity to receive an appropriate education within the least restrictive environment, in accordance with section 504 of the Rehabilitation Act, 1973, the Americans with Disabilities Amendments Act, 2009, the Individuals with Disabilities Act, 2004, and the Ohio Operating Standards for Students with Disabilities, 2008. Specifically, "to the maximum extent appropriate, children with disabilities are educated... with children who are non-disabled". Legally, educators are required to provide services to a student in accordance with a 504 plan or an IEP.

2. The Ohio Operating Standards for Students with Disabilities, 2008 requires that students with disabilities access and progress in the general education curriculum, including aligning IEPs with curriculum content standards and student achievement. Therefore, collaborative teaching between regular education educators and intervention specialists is necessary within a range of alternatives, including the following:

   a. consultation - intervention specialist provides information and strategies to implement within a regular classroom.

   b. supportive teaching - regular educator takes the lead and intervention specialist and/or paraprofessional provides students with assistance within the regular setting

   c. co-teaching - intervention specialist partners with regular educator, sharing space, planning, teaching, grading of students (a voluntary relationship)

3. In its educator development practices, the district will emphasize collaborative teaching and differentiated instruction at least annually. Intervention Specialist in a co-teaching arrangement may request up to one (I) day per semester for professional development with their co-educator.

4. The Board of Education and the SEA recognize their right and responsibility to maintain educational balance in regular classroom settings. Assignment of students to regular education classes shall be made judiciously, with special consideration for students with significant disabilities. As a general guideline, in a regular education class and a co-taught class, the percentage of students with a TEP should not exceed 33% of the class membership. Every effort will be made to schedule students accordingly.

   a. A regular education educator at the appropriate level must be included at the initial IEP meeting, as well as annual IEP reviews.

   b. The regular education educator may request a meeting to discuss the student's needs and placement. This meeting should take place within 10 days of the request. A student may not have a change of placement without an IEP team decision.

   c. Each case manager shall submit his/her completed IEP draft to the district representative at least three (3) school days before a scheduled TEP team meeting, provided they have paperwork from other educators (i.e. SLPs, OTs, Psychologists) in a timely fashion.

   d. SEA shall organize building-level or topic-based subcommittees to determine priority issues for further discussion with the administration with respect to special education: (a) assessments; (b) planning time; (c) scheduling educators and students; (d) paperwork; and (e) any other mutually agreed relevant issues that arise. The subcommittees shall report to a joint committee of SEA and administration, composed of SEA members and administrators (a minimum of 5 per side). Any consensus

recommendations of the committee shall be made to the SEA and Board in writing and may become an amendment to the Agreement if ratified by the Association and approved by the Board. Committee and subcommittee time and work will not qualify for pay or be deemed district committees under Art XIV(G) but will qualify for CEUs.

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

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

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

6. Intervention specialists at the elementary and junior high levels will receive a total of three days of released time each school year for the preparation of individualized education programs (IEPs) and related duties. Intervention specialists at the high school level will receive a total of four days of released time for the preparation of IEPs and related duties.

    a. Intervention Specialists can make a written request to the Director of Disabilities Services for additional day(s).
    b. IEP days, with prior approval from the administrator, can be conducted at another location (building) within the District.
    c. No more than one (1) IEP day can be conducted at home, by request from the Intervention Specialist. An email will be sent to the building administrator with a brief update (less than five (5) sentences) on work completed at the end of the school day.

C. Special Groupings

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

D. English as a second language instruction

Students with English as a second language will be given tutoring sessions on a regular basis by a qualified instructor other than the regular education educator.

E. Sylvania Virtual Academy

The overall enrollment of the Sylvania Virtual Academy shall not exceed 60 students per instructor.

ARTICLE IX: ASSIGNMENT AND TRANSFER

A. Definitions

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

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

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

TRANSFER -- A school building change.

1. VOLUNTARY -- An educator requested building change.

2 . INVOLUNTARY -- A transfer of an educator to a different building because of redistricting, declining enrollment, changes in curriculum, return of an educator from leave, changes in location of program or classes, or building closure.

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

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

a. The seniority date for employees whose continuous period of service commenced with a regular educator's contract shall be their first date of actual service under a regular limited or continuing educator's contract. in the event of a tie, the provisions of Article X, Section A (3) will be applied in the order listed.

b. The seniority date for employees whose continuous period of service commenced with a full-time or regular part-time certificated in-school special education tutor's contract shall be the later of September 1, 1993, or their first date of actual service under a full-time or regular part-time certificated in-school special education tutor's contract. In the event of a tie, the provisions of Article X, Section A (3) will be applied in the order listed.21

c. The seniority date for employees whose period of continuous service commenced with employment as long-term substitute educators shall be the first day of service as such long-term substitute educators followed by uninterrupted continuous service in the system including approved leaves of absence. in the event of a tie, the provisions of article x, section a (3) will be applied in the order listed.

QUALIFICATIONS -- Training, specialized experience and certification.

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

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

B. Assignment and Transfer Initiated by the Superintendent

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

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

C. Reassignment

1. Should the principal desire to reassign an educator, a conference will be held with the educator prior to the implementation of the reassignment. At this conference the educator will be given reason(s) for the reassignment. Upon request by the educator, these reasons will be placed in writing and given to the educator.

2. The order for the transfer process is as follows:

   a. In-building Reassignment, also known as In-building Reorganization

   b. In-building posting of available positions for three days

   c. District-wide posting of available positions for three days

   d. Outside-of-district posting of positions.

3. Should additional positions become open as a result of this process in item 2 (above), the process will begin again at step 2b.

4. After in-building reassignment happens, and positions are posted for bidding, no further reorganization of positions shall occur.

5. Positions can be posted district-wide and outside of the district at the same time. However, if a current Sylvania teacher bids on the position, then it cannot be filled by a person outside the bargaining unit.

6. An educator may have up to two (2) Association representatives present at said conference. Reassignments by the principal will be made in writing no later than June 1, except in cases of emergency.

7. Procedure for reassignment:

   a. The educator will be informed of proposed changes and available positions in the building or departments for the next school year.

   b. Interested educators will have one week to apply in writing for this position.

   c. The position will be filled on the basis of qualifications and seniority.

   d. Should additional positions become open as a result of this process, the process will begin again at Step 3a.

8. Procedure for reassignment during the summer:

   It shall be the responsibility of the educator to notify the principal in writing indicating his/her desire to be reassigned.

9. No vacancy will exist for posting until reassignments have taken place.

10. A reassignment cannot cause a layoff, cause a layoff to continue, or block a recall.

D. Transfers

1. Voluntary

   a. Definition - an educator requested building change.

b. The procedure for an educator to initiate a voluntary transfer will be a written request to the Superintendent or designee applying for a specific vacancy in another building or asking to be notified of, and considered for, any vacancy for which the applicant is certified. All transfer requests will be void at the beginning of each school year.

c. Procedures for initiating voluntary transfers and filline. vacancies:

1. The Superintendent or designee will notify all members of the certificated educator of all the certificated vacancies that occur. The Board will email notice of vacancies to all SEA members year-round.

2. The order for the transfer process is as follows:
    a. In-building Reassignment, also known a In-building Reorganization
    b. In-building posting of available positions for three days
    c. District-wide posting of available positions for three days
    d. Outside-of-district posting of positions.
3. Should additional positions become open as a result of this process in item 2 (above), the process will begin again at step 2b.

4. After in-building reassignment happens, and positions are posted for bidding,no further reorganization of positions shall occur

5. Positions can be posted district-wide and outside of the district at the same time. However, if a current Sylvania teacher bids on the position, then it cannot be filled by a person outside the bargaining unit.

6. An educator will have three days to apply for an existing vacancy after the date of the notice. Applications for the vacancy are to be made in writing, including email, to the Superintendentor designee.

7. Requests for transfer can be made at any time.

8. Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of that school year

9. Letters or emails requesting voluntary transfers will be considered before any vacancy is filled.

10. The Superintendent or designee and the administrators of the sending and receiving buildings involved in any transfer will review the transfer application and a final decision will be reached after they have conferred with the Superintendent. Notification will be made to the requesting parties concerning the disposition of the vacancy.

11. The following criteria will be used regarding certificated requests for transfer:

    a. Qualifications of the applicant for the particular vacancy.

    b. When the qualifications of more than one applicant are relatively equal, the order of priority in filling the vacancy will be:

        1) The applicant with the greatest seniority in the system.

        2) A member of the present teaching staff.

3) A person not presently employed by the Board.

c. In a team-teaching situation, should a vacancy occur, efficiency of the team will have first priority.

12. If an educator's request for transfer has been denied, he/she will upon request receive written reasons for the denial.

13. In a team-teaching situation, should a vacancy occur, the building administrator and/or the Superintendent or designee will make every effort to involve the remaining team member(s) in the selection of a replacement.

14. A voluntary transfer cannot cause a layoff, cause a layoff to continue, or block a recall.

E. Involuntary Transfers

1. **Definition** - a transfer of an educator to a different building because of redistricting, declining enrollment, changes in curriculum, return of an educator from leave, changes in location of program or classes, or building closure.

a. Procedures to be followed for involuntary transfer:

1) No vacancy will be filled by means of an involuntary transfer if there is another qualified educator willing to fill said position.

2) Notice of an involuntary transfer will be given to educators as soon as possible and no later than June I, except in cases of emergency.

3) An involuntary transfer will be made only after a meeting between the educator involved and the Superintendent or designee, at which time the educator will be notified in writing of the reason(s). The educator may have up to two (2) Association representatives present at such a meeting.

4) An educator in the affected building or department with the least district seniority will be transferred/reassigned to a vacancy for which he/she is certified.

5) If no vacancy exists for which the person is certified, then he/she will be transferred to the position of the least senior educator in the District who holds that position for which the educator is certified.

6) Placement of an educator being involuntarily transferred will be done on the basis of seniority.

b. Redistricting and relocation

1) Relocation includes the movement of a program from one building to another and includes the relocation of one or more classes or grade levels as the result of redistricting or reorganization of grade levels among buildings.

2) If an educator's position is relocated to a different building, then the educator will have a right of first refusal to a vacancy in the position upon its relocation before the vacancy is posted. When two or more educators are affected by the relocation of the same grade level or same program, the right of first refusal shall be extended by seniority.

2. Building Closing: Procedures:

a. Reassignment procedures will be suspended.

b. In order for educators in the closed buildings to be considered for voluntary transfers they must have a letter on file requesting a voluntary transfer.

c. Involuntary transfer procedures will be followed.

3. In unique or unusual situations involving assignment and transfer the Superintendent or designee and the Association President will meet to discuss the implementation of the contract language for that particular situation.

ARTICLE X: LAYOFF AND RECALL

A. Definitions

Displaced - An employee who no longer has a position due to a reduction in force

RIF - Reduction in Force - occurs when a position is eliminated or reduced per ORC 3319.17

Reinstated-An employee who has been RIFed and returns to the same position on the salary schedule held prior to being displaced/or RIF.

B. Governing Procedures

1. The Board will inform the Association concerning any potential layoff situations.

2. Educators being laid-off for reasons of reduction in force will:

a. Be placed on the recall list.

b. Be given written reasons for the lay-off within ten (10) days of request.

c. Be given written information regarding their rights of recall at the time of the notification.

3. Seniority will be defined as in Article IX(A). Priority for establishing seniority will be: (Headings need to match the seniority list that is sent out)

C. Reasons for Reductions in Force and Layoff and Recall

1. <u>Reductions in force.</u>

a. Decreased enrollment.

b. Insufficient operating funds.

c. Curriculum changes as adopted by the Board of Education.

D. Reduction in Force Procedure

1. In-building re-organization (Reassignment)

2. Posting District wide vacancies

a. Displaced persons bid on vacant positions until filled.

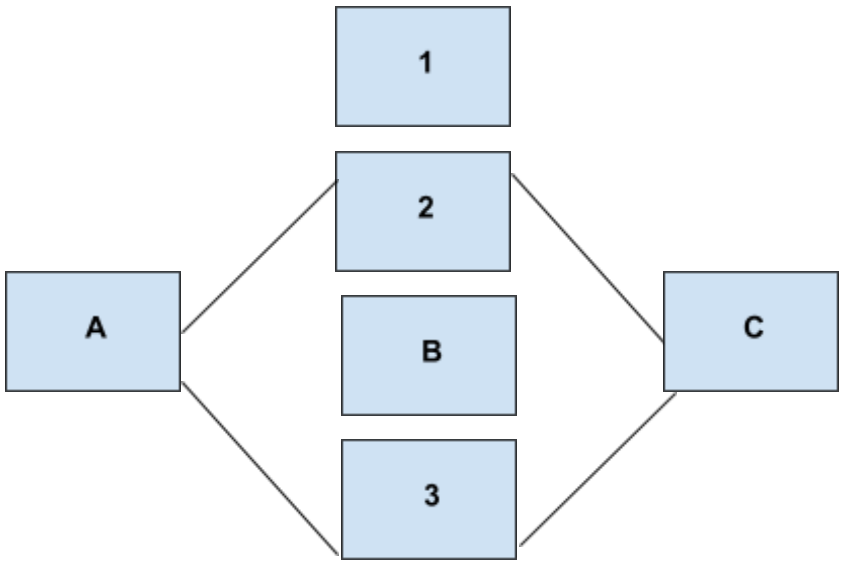
FLOWCHART

b. Displaced persons with multiple licensure must choose an option that does not result in a layoff.

1. Vacancy for which you hold a license.
2. Voluntary R1F is an option for those who feel unqualified for a vacancy.

c Anyone left without a position goes on the RIF List

3. All transfers based on seniority and licensure and in accordance with Article IX, Section D-paragraph 10. "A voluntary transfer cannot cause a layoff, cause a layoff to continue, or block a recall



E. Order of Layoff

1. Educators under contract for less than one year by seniority and certification.

2. Educators under contract for one year by seniority and certification.

3. Non-tenured educators under two-year contracts by seniority and certification.

4. Non-tenured educators under three-year contracts by seniority and certification.

5. Tenured educators under continuing contract by seniority and certification. In the case of a layoff educators who have completed the requirements for tenure preceding a layoff will be treated as having tenure status.

6. For an educator whose contract is suspended or whose contract would be suspended if there wasn't a less senior position for him/her in which to move, - he/she has the opportunity to displace the least senior educator from a position for which he/she holds certification. However, if he/she

chooses not to displace that least senior person because of lack of experience in that area or because that position is less than full time, (or is full time in the case of a part time incumbent), he/she may choose to be laid off instead of displacing. An educator electing this option to be laid off must give the Superintendent written notice of the exercise of this option within fourteen (14) calendar days of receipt of notice of reduction or suspension 27

F. Order of Recall

1. Tenured educators by seniority and certification.

2. Non-tenured educators on three-year contracts by seniority and certification.

3. Non-tenured educators on two-year contracts by seniority and certification.

4. Educators under contract for one year by seniority and certification.

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

G. Rights of Educators on Recall

1. Educators will remain on recall four years unless:

   a. Reinstated.

   b. Refuse recall.

      Provided, however, that a refusal of recall will not remove an educator from the recall list if he/she so refuses because of lack of experience in the area of the vacancy or because that position is less than full time or because it is full time in the case of a fo l mer part time educator.

   c. Submit a request for removal.

2. Educators on recall will have group insurance participation rights exclusively as required by COBRA. The Board will pay one time$1000.00 toward the cost of this participation.

3. If a vacancy exists educators on recall will have the right to reimbursement for retraining as provided in Article XVI(B) if done within the summer following layoff.

4. Educators on recall will have first choice of any vacancy for which they are certified before any new educators are hired.

5. Persons on the recall list will be given first priority for substituting in daily or extended positions if they so desire according to their seniority and certification.

6. An educator who refuses recall after July 10, because he/she is under contract with another district will remain on the recall list for one additional year.

7. An offer of recall will be made by mailing a written offer of recall by certified mail to the educator's residence according to District records on the date of mailing. The educator must give written notice accepting the offer of recall within ten (10) calendar days of receipt or thirty (30) calendar days from the date on which the recall notice is mailed, whichever occurs first.

8. If a person is RIFed, but their position is reinstated before the school year starts, they receive the right of return/first right of refusal.

9. No teacher can be RIFed for the following school year after July I.

H. Seniority Clause

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

ARTICLE XI: LEAVES AND ABSENCES

A. Personal/Emergency Absence

1. Three (3) days per year with no deduction in pay will be granted each educator for personal/emergency situations.

2. A leave request for administrator approval should be entered into the current reporting system at least forty-eight (48) hours prior to the intended date of absence, if at all possible.

3. The educator will indicate the date of the intended absence, whether the absence is to be for a full or half day, and whether a substitute will be needed.

4. When requesting more than three consecutive workdays whether or not in the same week written reasons must be submitted to the Superintendent or designee for approval.

5. No leave day, nor any portion thereof, will be granted to any educator on the day immediately prior to or following a school holiday or vacation. The Executive Director ofHuman Resources may grant an exception to this restriction if a written application is made to the Executive Director of Human Resources explaining the situation when the need for the leave day before or after the holiday or vacation is due to circumstances beyond the control of the educator. The member may appeal a denial of leave to the Superintendent.

6. The Superintendent may allow personal leave at the beginning or end of holidays or recesses where the event giving rise to said leave cannot be otherwise scheduled. For other personal convenience absences requiring an exception, an educator may request to use two days of personal leave in exchange for the one requested day. Such request will be granted based on the availability of subs.

7. Unused Personal/Emergency Absence

   a. Options

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

      1) Credited to accumulated sick leave.

      2) Accumulated up to ten (10)days.

         Use of these days will be governed by procedures 1 through 56.

   b. Procedure

      1) The Superintendent or designee will:

         a) Notify all certificated educators by June 15 of each year of the personal emergency days used during the preceding school year.

         b) Provide each certificated educator with a printed form where they can indicate which option they wish to utilize for that year.

      2) All completed forms must be returned to the Superintendent or designee by July 1 of each school year. Forms not returned to the Superintendent or designee by July 1, will result in personal days being credited to unused sick leave.

B. Religious Absence

The Superintendent will grant religious leave with pay to an educator upon application.

1. For a religious holiday as identified by a duly constituted religious body.

2. Applications must be submitted at least five (5) days prior to the holiday.

3. Absence for such will not exceed three (3) days per school calendar year.

4. Such days will not be deducted from any other leave.

C. Professional Leave

1. Professional educators are encouraged to attend professional meetings that contribute to the educational program, including UTP sponsored conferences.

   a. The Board will establish and maintain an account, in the amount of $75,000 solely for the payment of expenses of educators attending professional meetings.

   b. Each building will be allocated a proportion of this money based on the number of educators in a given building.

   c. The educators and administration of each building will jointly determine the system of distribution of these funds in the building.

      Any carryover in excess of $500 at the end of the school year will revert to the general fund.

2. The following procedure will be used:

   a. Written requests will be submitted to the building principal for approval and forwarded to the Superintendent or designee. The Superintendent or designee will be the authority in granting such requests.

   b. Written permission must be obtained before the educator leaves to attend such meetings.

   c. If authorized, transportation, lodging, meals and registration expenses will be paid in part or in total by the Board of Education. Registration will be prepaid by the Board of Education if requested one (1) month in advance.

3. In considering whether to grant permission to an educator to attend a professional meeting which could result in the educator's absence from the classroom, the Superintendent or designee will take the following factors into account:

   a. The benefit that might result to the educator.

   b. The benefit which might result to the school system.

   c. That one educator might be selected to represent a number of educators who could benefit by this same experience, in which case the one representing the group would be expected to bring a report back to the group.

   d. In the event that two educators request to attend the same conference and funding is available for only one, the educator who has not had an opportunity to attend said conferences recently will be given priority.

4. The Superintendent or designee shall provide upon request to the President of SEA the following information and shall provide a written summary of this information at the end of each contract year.

   a. List all applicants.

   b. List all approved meetings.

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

D. Absence Due to Legal Commitments

1. In case of absence from duty in response to a subpoena in a case in court or an administrative hearing in which the educator is not a party, unless such proceedings are employment related, there shall be no deduction from the salary of the educator.

2. In case of absence from duty for any court proceeding in which the educator is a party, unless such proceedings are employment related, or administrative hearing in which the educator is a party, no salary shall be paid to the employee for the period of absence, unless the educator uses personal leave.

3. In case of absence from duty in response to jury summons, salary shall be paid to the educator for the period of absence. The amount of jury pay will not be deducted from the salary of the educator.

E. Leave of Absence

1. Definition - Requested Leaves

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

   a .An educator will be granted a leave of absence for the following reasons:

      1) Illness and/or disability

      2) Assault

      3) Maternity and/or paternity and/or adoption

      4) A call to active service in the Armed Forces of the United States

   b. An educator may be granted leaves of absence for the following reasons:

      1) Educational or professional purposes

      2) Travel

      3) Educator exchange programs

      4) Other valid reasons requiring extended leave which are approved by the Superintendent or his/her designee in his/her sole discretion

2. Length of Leaves

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

3. Return from Leave

An educator will terminate his/her affiliation with the Board if, at the expiration of the specified period of leave, he declines a comparable position which has been offered. If an educator plans to return, notification by letter shall be made to the Superintendent before April 1 prior to the opening of school. When possible the educator returning shall be placed in the same position and same school building as he/she previously held prior to the leave.

F. Sick Leave

Sick Leave - Definition

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

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

2) Family Illness or Injury

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

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

3) Maternity/Paternity/Adoption

When an educator or their spouse/partner has a baby or adopts a child, the educator shall be permitted to use up to 8 consecutive weeks (40 days) of accrued sick days if available immediately following the birth or adoption, accompanied with a doctor's note. Maternity/paternity/adoption leave may be extended if accompanied by a doctor's note.

4) Bereavement

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

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

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

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

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

2 . Accumulation of Sick Leave

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

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

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

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

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

3 .Provisions - New Educators

a. All educators new to the system will automatically be granted five (5) days sick leave immediately upon appointment. The days are an advance and are a part of the fifteen (15) days per school year total.

b. Educators entering the system from other school systems in Ohio or from the service of any political subdivision in the State of Ohio have the responsibility of verifying any accumulated sick leave to the Treasurer. Educators will receive full credit for the unused portion of Ohio accumulated sick leave subject to local accumulation limitations.

4 .Sick Leave Bank

Any certified educator may donate sick leave to another certified educator upon application and review of the Superintendent/designee. Any certified educator may accept donations from any certified educator upon review of the Superintendent/designee. Sick Leave Bank will be administered by SEA. The maximum number of days that can be granted to any member is (30) thirty working days per application. Any certified educator may donate up to two (2) sick days per sick leave bank to another certified educator. During the course of a teacher's career in Sylvania, he/she can be awarded no more than 60 days through two (2) applications to the sick leave bank.

G. Assault Leave

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

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

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

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

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

H. Sabbatical Leave

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

1. Qualifications

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

b. The applicant must not have been granted a sabbatical leave of absence from the Sylvania School District during the five (5) consecutive years of service immediately preceding the current application.

c. The applicant must sign an agreement to return to service with the Sylvania School District immediately upon termination of the sabbatical leave and continue in such service for a period of two (2) years (one year in the event of a half-year sabbatical leave), or to refund all or part of any compensation received during the sabbatical leave from the Sylvania City School District, according to the following schedule:

Years of Service Following Leave	Refund
0	100%
0.5	75%
1	50%
1.5	25%
2	0%

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

d. All applications shall be reviewed for recommendation to the Board by the Superintendent.

The Superintendent shall consider, among other qualifications, the following:

1. The proposed program of the applicant as related to professional graduate study, writing or research.

2. The value of the proposed program to the Sylvania School District, its pupils, and the individual applicant.

3. The applicant's length of total service to the Sylvania Schools.

4. Every effort will be made to insure a balance of the total number of educators eligible for a sabbatical from the areas of elementary, secondary, and special education. The Superintendent would be responsible for maintaining this balance.

2. Application

a. Applications shall be filed with the office of the Superintendent or designee by March 1 of the year preceding the year in which the sabbatical is requested. This date must be observed for either full-year or one-semester sabbaticals.

b. Applicants requesting sabbatical leave shall be notified by April 15 as to the status of their application.

c. Applications for sabbatical leave shall include with the application form an outlined plan for the period requested for sabbatical leave. This plan shall be indicated on the application form or as an attached statement and shall include details either for graduate study in an approved college or university or a project (research and writing) to be pursued independently by the applicant.

3 .Compensation

a. Educators on sabbatical leave will be paid one-half (1/2) their salary as set forth in
Appendix A, on either twenty (20) or twenty-six (26) pays, as so indicated.

b. An educator granted such leave shall advance on the salary schedule the same number of steps had the educator been on the staff in the Sylvania School District.

4. Status While on Sabbatical Leave

a. An educator on sabbatical leave shall be considered to be in the employ of the Sylvania School District and shall have a contract.

c. Full insurance benefits as set forth in Article XV shall be provided educators on sabbatical leave.

d. Educators on sabbatical leave shall be entitled to participate in payroll deduction as provided by the Agreement, accumulate sick leave and may be entitled to tuition reimbursement as determined by the Superintendent

e. Full-time employment by the recipient of sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan.

f. Educators shall be responsible for notifying the Treasurer of the Sylvania School District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

5. Status Upon Return from Sabbatical Leave

a. An educator, when requesting sabbatical leave, shall indicate a wish to be restored to the educator's present position upon return. In those instances when a guarantee cannot be made that the current position will be available, the Superintendent or designee shall communicate in writing the reasons that such a guarantee is not possible. This communication will be made prior to the beginning of the sabbatical leave.

b. An educator returning from sabbatical leave shall file with the Superintendent or designee within sixty (60) days a written report of the educator's educational pursuits while on sabbatical leave and, in the event the leave was granted for graduate study, a transcript from the college or university attended.

I. Unpaid Leaves

1. A leave of absence will be granted for up to two (2) years for educators to complete elected duties of state and/or national affiliates and/or national professional organizations related to the field of education. Extensions of a leave may be granted at the discretion of the Superintendent or his/her designee.

2. Non-paid days will be granted at the discretion of the Superintendent or his/her designee for extenuating or extraordinary circumstances.

3. Should a member of the teaching staff so desire, he/she will be granted a leave of absence up to one (1) year without pay for childbirth or adoption.

J Family and Medical Leave Act

The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family and Medical Leave Act. To the extent that the Family and Medical Leave Act mandates leave rights and benefits beyond those provided in this agreement, those incremental leave of absence rights and benefits shall be accorded to educators eligible therefore under the act and regulations issued pursuant **to** it. FMLA shall begin upon the exhaustion of sick/personal days or at the request of the bargaining unit member. The SEA and Human Resources will jointly develop an Information/Education handout.

K. Extended Medical Leave Form

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

L. Approval/Disapproval

Upon timely submission of educators' requests, members will receive notification of approval or denial of personal leave requests, extra duty pay requests and professional leave requests within five (5) school days of submitting the request.

ARTICLE XII: FACILITIES AND MATERIALS

A. Educator Facilities and Privileges

1. a. Space will be provided where an educator may store instructional materials, supplies and personal materials. The Board will utilize all available space to assure that each educator will have a desk and filing cabinet for personal use.

   b. Classroom and educators' offices shall not be used as storage for voting machines.

   c. Reasonable Advance Notice (ordinarily at least two school days) will be given to elementary educators of activities which are scheduled to meet in their assigned classroom.

   d. An adequate instructional space shall be provided within each building for GATE, ESL and coordinators to maintain confidential student files, to store instructional materials, supplies and personal items.

2 An educator's lounge will be provided in each building. Each school building will have a work area, which may be the lounge, for educator use containing equipment and supplies necessary for the preparation of instructional materials. The lounge will not be used for any other equipment or supply storage (including voting machines). Such a lounge shall not be used as a conference room, tutorial room or meeting room (other than for educator/staff meetings).

3. Separate educator restrooms for men and women educators will be provided in each building and kept in good working order.

4. Available telephones for educator's private use will be located in each building and shall be designated as faculty phones. Placement of such phones will be determined with input from the building staff.

5 Lunch facilities separate from the students will be provided in each building.

6. All educators and immediate family members accompanying them will be entitled to attend, free of charge, all student activities including home athletic events but excluding fund raising projects.

7. Classrooms will be maintained at a level conducive to a good learning environment.

8. Each educator will be provided a mailbox.

B. Instructional Materials

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

2. The basic unit responsible for the development, implementation, and evaluation of the curriculum in a specific discipline will be curriculum team committees consisting of educators and administrators.

3. Consistent with the curriculum development cycle, the curriculum team committees will recommend the adoption of instructional materials or curriculum materials to the Superintendent

or his/her designee, who will in turn, in cooperation with administrators responsible for curriculum, recommend the adoption of the recommended instructional materials to the Board of Education. In the event that the Board does not adopt the recommended instructional materials, the curriculum team committee that made the recommendation will be called back into session for another recommendation

4. Educators will have the right to participate in the development and modification of curriculum courses of study and the selection of instructional materials/curriculum materials and supplementary materials.

5. When a new instructional material series is being considered for adoption system-wide, a pilot study of the series will be considered by the Instructional Materials Adoption Committee before its adoption.

C. Use of Charter Buses

1 .Contingent on the OAPSE contract, where external sources of money exist, the use of charter buses for student travel to participate in trips dealing with unique lifetime experiences may be allowed.

2. Contingent on the OAPSE contract, school funds may be used to charter buses for student travel when economically beneficial to the school district.

3. Upon the conclusions of the OAPSE negotiations, the use of Charter Buses for student travel will be referred back to LMRC for further review.

ARTICLE XIII: GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To ensure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

3. To encourage educator expression regarding conditions that affect him/her.

4. To build confidence **in** the sincerity of the procedure.

C. Informal Procedure

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of

the alleged problem. Said discussion may be held confidentially and personally by the grievant and/or his/her Association representative

D. Formal Procedure

STEP 1

No later than twenty (20)days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed Grievance Report form, Step 1. A copy of the completed form shall be given to the grievant and to the Association Building Representative. Within five (5) days of receipt of the Grievance Report, the administrator shall meet with the grievant and/or his/her Association representative in an effort to resolve the grievance. The administrator shall indicate in writing his/her disposition to the grievant and the Association within five (5) days after such meeting.

38

STEP 2

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step I, within ten (10) days of receipt of the administrative decision in Step I, the grievant and/or the Association representative shall complete a written Grievance Report Form, Step II, and submit the same to the Superintendent. Within ten (I 0) days the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association representative. Within ten (10) days of the meeting the Superintendent shall indicate in writing his/her disposition and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP 3

If the grievant and/or Association is not satisfied with the disposition or if no disposition has been made within the above stated time limits, the Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent or designee within thirty (30) days a request for arbitration. Within ten (10) days after the request the Association representative and a representative of the Administration shall meet to select the arbitrator. If no arbitrator is selected within said ten (I0) days, the matter shall be submitted to the American Arbitration Association in accordance with it rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights herein contained, and his/her award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and Association. All additional expenses shall be borne by the parties incurring them. The arbitrator may determine if he has jurisdiction. There will be no decisions contrary to law.

E. General Provisions

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

2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

3. Nothing herein contained shall be construed to limit the right of an individual educator to discuss a personal complaint with a supervisory person without recourse to the grievance procedure except that the Association will be informed of any result that affects the Agreement.

4. The grievant may be represented at all stages of the grievance procedure by any person of his/her own choosing. When the grievant is not represented by the Association, the Association shall have the right at its request to have its representative present to state the views of the Association at all stages of the grievance procedure. In no case shall the administration bypass the Association representative, once selected by the grievant, and communicate directly with the grievant.

5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

6. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.

7. Day shall be defined as a workday.

ARTICLE XIV: COMPENSATION

A. Base salaries effective on the following:

Effective July 1, 2023	$43,669
Effective July I, 2024	$44,979
Effective July 1, 2025	$46,328

B. Extracurricular Salary

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

2. Extracurricular salaries are to be calculated by multiplying the respective index by the base gross salary in Appendix A (B.A.:0 years experience) in effect. The extracurricular salaries reflected in Appendix B shall be based on the following schedule:

Effective July 1, 2023	$43,669
Effective July 1, 2024	$44,979
Effective July I, 2025	$46,328

The joint committee reviewing supplemental pay and its results shall be provided to both parties, who will then discuss implementation of any committee recommendations.

C. Summer School and Tutoring

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

Effective July 1, 2023	$37.00
Effective July 1, 2024	$37.00
Effective July 1, 2025	$37.00

D. Salary Schedule Application and Placement

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

a. All years of teaching service in another public school. All years of teaching service in a chartered, non-public school located in Ohio.

b. All years of active military service to a maximum of five (5) years.

c. Years of substitute experience within the Sylvania Schools wherein 120 days in a given year would constitute one (1) year of experience.

d. All years of teaching service in a chartered school or institution.

e. All years of teaching service in the school district.

f. Upon the receipt by the Board of a copy of the educator's transcript showing that the educator has met the requirements necessary to change placement on the salary schedule, along with the educator's completed form requesting the change in placement, the Board will make the change. The changes will be effective immediately and will be reflected in the second pay following receipt of requirements by the Human Resource Office.

g. Career Tech Educators

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

(If the Licensure requirements for a career tech program are changed, then the educators in that program will be re-evaluated for placement on the salary schedule.)

1) B.A. Column (I)

a) four (4) year career tech license and no degree.

b) B.A + one (1) year career tech license.

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

a) four (4) year career tech license + B.A. degree.

b) B.A + 15 semester hours and career tech license.

3) M.A. Column (III)

a) M.A.+ at least one (1) year career tech license.

4. M.A.+ 15 Column (IV)

a) M.A. + 15 graduate semester hours or 22 graduate quarter hours + career tech license.

5) M.A. + 30 or Specialist Column (V)

a. M.A. + 30 graduate semester hours or 45 graduate quarter hours career tech license.

b) M.A.+ Specialist degree + career tech license.

h. Regular Placement on Salary Schedule

1) B.A. Column

a) B.A.

2) B.A. + 15 Column

a) B.A. + 15 graduate semester hours or 22 graduate quarter hours.

b) B.A + 30 undergraduate semester hours or 45 quarter hours.

3) M.A. Column

a) M.A..

4. M.A.+ 15 Column

a) M.A. + 15 graduate semester hours or 22 graduate quarter hours

5. M.A. + 30 graduate hours

6. Doctorate

i. For the purpose of D.1, a, c, d, e, f, and g, 120 days shall constitute a year's service. For the purpose of b, eight (8) months of service shall constitute a year.

E. Pay Dates

1. Employees' annual salaries shall be paid over twenty-six (26) bi-weekly, approximately equal pays.

2. Direct Deposit

Direct Deposit will be mandatory for all certified employees except those who had opted for the July "draw down" by June 30, 2016, so long as they continue to opt for the draw down. Effective 8/1/04 all new hires will be required to have Direct Deposit. Any employee hired before 8/1/04 wishing to opt out of Direct Deposit must notify the payroll department in writing by June 1st of each year.

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

Direct Deposit notices will be sent to the employee's district e-mail address. Adjustments for payday may be made in holiday circumstances.

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

3. All deductions will be figured according to their twice monthly gross pay

4 . a. Payment of supplemental contracts shall be made in either one separate pay at the end of the activity (payable at one (I) of three (3) times a year) or spread out over regular pay periods. This option is to be exercised upon signing the contract. Past practices regarding this Section (E)(6) are eliminated effective September 1, 2000.

Supplemental Contracts nary dates for the 2021-22 school year shall be:

FALL	WINTER	SPRING
11/12/21	3/18/22	6/10/22

b. With no stated preference on the signed contract, payment will be spread out over regular pay periods.

c. The administration will take timely administrative actions necessary for bargaining unit members to sign and return supplemental contracts to Human Resources by August 1 before school begins for those supplemental contracts that can be approved before August. If bargaining unit members return their signed supplemental contracts by August I, those bargaining unit members whose supplemental pay will be paid over the 26 regular payrolls can have their supplemental pay begin with the first pay date of the annual pay cycle.

d. Supplemental contracts returned to Human Resources with a bargaining unit member's signature after August I shall be paid bi-weekly.

Longevity Severance pay dates

7/30/21	1/28/22	7/29/22

5. Summer school pay will be included in the regular bi-monthly check.

6. Any error in paycheck and/or deduction in the regular pay of an employee shall be corrected by the Board within three (3) working days following discovery of the error and written notification thereof to the treasurer. Errors in the paycheck for extended time, supplemental pay, extra duty pay and the like, will be made on the next bi-monthly payroll.

7. Supplemental pay errors

   a. For bargaining unit members not opting for the lump sum payment, errors in supplemental pay or delay in supplemental pay contrary to sections (4)(c) and (d) shall be treated as errors in pay under section (6) above.

   b. If the delay in spreading supplemental pay over 26 pays is attributable to the employee, the supplemental pay will be spread over the remaining pays in the pay cycle.

   c. In all other cases, if the bargaining unit member raises the error by the close of business on the Tuesday after the payday, a check correcting the error shall be issued within three (3) working days. If the bargaining unit member notifies the Treasurer/designee of the error later in the week than the close of business on the Tuesday after payroll (the "payroll blackout period") the Treasurer/designee shall send the bargaining unit member an email acknowledging receipt of the error notice and that the error with be addressed and, if accurate, corrected when the payroll blackout period has ended.

8. Employees who have their legal residence in another taxing district will have the appropriate state and local taxes deducted from their pay upon request.

9. Any employee can, at any time, request a payroll deduction for annuity or IRA purposes as long as the individual meets Board of Education policy.

10. Any time there is a variance in the amount of gross or net pay an educator will receive, the Treasurer/designee will notify the educator of the reason forthe difference.

11. Substitute of Supplemental Assignment

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

F. Extended Time Allowance

1. The recipients of extended time allowances will be determined by the Superintendent of Schools.

2. The time period for extended days will be the day after school ends and the day before school begins for the next school year.

   Secondary counselors will get 15 extended days per year.

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

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

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

3. Supplemental contracts for extended time shall be issued to each school psychologist (case manager) for not less than twenty (20) days. Opportunities to perform needed psychological services during the summer must first be offered to Sylvania staff psychologists at the extended contract rate.

4. To the extent possible, extra extended-day opportunities will be offered equally among qualified educators.

5. Extended time days shall occur on non-scheduled workdays between July I and June 30

6. Each Career Tech educator employed for the 2003-2004 school year shall retain the number of extended time days he or she had in the 2003-2004 school year so long as he or she continues uninterrupted in the same vocational education position.

The job description shall specify the duties required for each position.
Chapter Advisors: An educator associated with the CTSO may serve as a leader for all students in the organization as described in the job description.

Program Advisors: Each educator may choose to be a program advisor if willing to meet the Program Advisor job description.

Classroom Advisors: All Career Tech Educators will serve as a CTSO classroom advisor providing direct supervision of students in related activities during the school day, facilitate the registration of all students in the state or nationally recognized CTSO, and support student club participation **in** local, regional, state and national activities.

Career Tech Extended time shall be as follows:

Horticulture	20 days
Career in Education (Early Childhood Education)	10 days

G. Extra Duty Pay

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

Effective July I, 2016 $37.00

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

3. Extra duty compensation will also apply when scheduled lunch or planning is required to be used to handle behavioral issues of a student.

4. Beginning with the sixth consecutive day of a counselor's absence, any other counselor who is required to perform extra work shall be compensated for the extra work pursuant to Article XIV, Section I, Paragraph I. Prior approval shall be required for all extra compensation.

5. Educators who serve on a committee formed under the provisions of this Agreement or a District Committee formed by the administration shall be compensated at the rate of $35.00 per meeting effective July **1,** 2014, and $37 per meeting effective July **I,** 2015.

   a. A district committee is one formed by the Administration on which educators serve.

   b. A voucher listing the educators to be compensated will be provided to the Treasurer by the Administrator calling **a** District Committee Meeting.

   c. Compensation will be paid no later than the second pay period following the meeting.

6. Any IEP Meeting extending beyond thirty minutes after the educator workday or starting thirty minutes or more after the school day shall be compensated at the hourly rate (extra-duty scale)

H. Payment of Unused Sick Leave

1. Any certificated educator with five (5) years of professional experience in the Sylvania School System will at the date of retirement (retirement is defined as when an employee leaves the Sylvania Schools and receives lifetime income from STRS based on contributions to the retirement system and those of the Board of Education) receive a lump sum payment equivalent to the lesser of his/her accumulated sick leave days or ninety-one days at the employee's current base salary. To be eligible for severance pay, the employee must start receiving retirement benefits from STRS within forty-five (45) days of his/her effective date of resignation for retirement purposes. Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached as Appendix H, or if none to the surviving spouse of the employee if permitted by law, or if not permitted by law to be so paid then to the estate of the deceased employee.

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

I. Compensation During Requested Leaves

1. Compensation during leaves of absences will be dependent upon the type of leave and will be determined by the Superintendent.

2. When an educator is on an approved leave of absence he/she may continue participation in any group insurance plan notwithstanding Article XV E, I, 4, 5, so long as the Treasurer receives a check from the employee before the first day of each month as an advance payment of the premium(s) for that month.

3. Increment credit on the salary schedule will be granted during leaves of absence for military duty or for exchange teaching.

J. Longevity Severance

1. Statement of Severance

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

This plan does not apply to:

a. Those applying for and/or receiving disability retirement.

b. Those terminated by the Board for cause or where contracts are otherwise discontinued or suspended involuntarily.

2. Eligibility for Benefits

The certificated employee:

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

3. Procedure for Acquiring Benefits

a. In order to obtain this special retirement incentive benefit, an educator who will be eligible to retire during the year, or at the close of the school year, must submit a letter of resignation and intent to retire by February 28 of the-school year of retirement.

b. After receipt of the letter from the certified employee exercising this retirement option, the Superintendent or designee will verify that the applicant meets all of the requirements of the Plan, the Board will approve the retirement if the applicant is eligible, and the Superintendent or designee will issue a notice of approval within sixty (60) days of application. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

4. Benefits

a. In addition to the severance pay currently provided under Article XIV(H), all educators meeting the requirements of and who retire in accordance with this Article XIV(J), shall receive an additional amount calculated as follows: the number of sick leave days in excess of ninety-one (91) accumulated by the employee at the effective date of his/her service retirement multiplied by twenty-five hundredths (.25) multiplied by his/her regular contract per diem salary immediately before the effective date of retirement.

b. Payments shall be made in a lump sum combined with the regular severance payment under Article XIV(J) and paid in three installments: one at 25% of the total amount in July of the year of retirement, the second at 50% of the total amount in January of the year following retirement, and the third at 25% of the total amount in the following July.

5. Payment pursuant to this Article shall be made only once and shall eliminate all accrued and unused sick leave to the educator's credit at the time of retirement.

6. The benefits provided above are exclusive and may not be included in salary computations for the purpose of determining STRS benefits.

7. Employees retiring at the end of a school year and desiring to defer a portion of their severance payment to a Tax-Sheltered Annuity (TSA) must provide a new salary reduction form that has been fully completed. In addition, a maximum exclusion allowance (MEA) calculation must be completed for both the year of retirement and the subsequent year by a qualified TSA tax consultant or insurance representative. The salary reduction forms and the special MEA calculations, meeting all Federal and IRS guidelines, must be received by the Treasurer at least sixty (60) calendar days prior to the effective date of retirement, but in no event later than February 28. Any employee who will retire at any other time during the school year must also provide a 60-day notice in writing to the Treasurer's office along with the aforementioned documentation.

K. Accumulated Leave Plan

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

1. If a retiring member is a participant in the accumulated leave plan, the employer contribution shall be made in a lump sum to the provider on his/her behalf under the accumulated leave plan in an amount equal to the lesser of:

   a. The total amount of the Participant's Severance Pay (sections (H) and (J)), or

   b. The maximum contribution amount allowable under the terms of the accumulated leave plan

2. To the extent that an accumulated leave plan participants severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.

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

L. National Board Certification Stipends

1. The Board shall pay a stipend, beyond any stipend provided by the State of Ohio, in the amount of $ 1,500 annually to educators who obtain National Board Certification before the beginning of a school year. NBPTS educators shall each have the responsibility to provide two (2) educator development presentations during each school year as determined by the Director of Teaching and Learning with concurrence with the Superintendent or designee. The Director of Teaching and Learning shall coordinate the delivery of such presentations with the scheduling needs of the educator and the district. The Sylvania School District agrees to pay NBPTS receiving and presenting their certification prior to the first day of the second semester, a half year stipend amount of $750 and agreed to the assignment of one educator development activity from the Director of Teaching and Learning for the second semester.

2. In addition to the stipend above, when an educator volunteers and agrees before March Ito be assigned the next school year at the Superintendent's sole discretion, and the Superintendent exercises this option, the Board shall pay an additional stipend of$1,500. This paragraph {2)

shall become effective for the school year. In the event an educator no longer desires to participate in this provision, such shall be conveyed to the Superintendent no later than the last day of February every year, thereafter, to take effect the following school year.

3. An educator who completes the school year in compliance with (1) or (2) above shall be paid the appropriate lump sum stipend(s) on the June Supplemental Pay date.

4. An educator working on National Board Certification shall receive up to four **(4)** days professional development time throughout the process.

5. The Board shall reimburse 50% of the certification fee, which is not covered by another source, upon receipt of certification.

M. Criminal background checks

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

ARTICLE XV: FRINGE BENEFITS

A. General Medical Insurance

1 The Board shall purchase, from a carrier licensed by the State of Ohio, basic hospital/surgical insurance coverage and major medical insurance for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications listed in Appendices K-1, K2, K-3 and K-4. From time to time the Board may elect to change carriers and coverage. It is authorized to do so but such change shall not in any event reduce coverage below the specifications listed in Appendices K-1, K-2, K-3 and K-4.

a. Spousal Mandate

(I) Beginning January 1, 2019, employees whose spouse's employer or retirement provider provides and pays for at least 60% of the cost of health insurance for single coverage must have the spouse's plan and enroll the spouse in that coverage. Benefits under the Board plans will not be provided to an eligible dependent spouse who also is eligible for the type of group plan described above until the eligible spouse has a "qualifying event" under federal law and otherwise meets the eligibility requirements of this paragraph.

(2) Employees will be required to obtain yearly written verification on spousal eligibility from their spouse's employer by November 30.

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

K-1	K-2	K-3	K-4
Employee pays 15%, the Board pays 85%.	'Employee pays 10%, the Board pays 90%.	Employee pays 7.5%, the Board pays 92.5%.	The Board pays the full dollar amount of the premium. /2016.

c. When a certificated employee reaches age 65 the Board will continue to purchase the same hospital/surgical and major medical insurance provided other certificated employees.

d. When legal to do so, the Board shall implement a Section 125 premium-only plan to tax shelter employee contributions to insurance, with the Board to pay the administrative fee. Members of the bargaining unit will attend an annual meeting with the Section 125 plan administrator as required to stay compliant with the Section 125 plan and IRS laws and regulations. The Board also shall implement a flexible spending account for designations by employees of their earnings, with employees to pay any administrative fees for maintaining such accounts.

e. The Board shall offer a smoking cessation program for those members that wish to participate, free of charge.

2. Four-Tiered Premium Costs.

a.Beginning January 1, 2019, premium costs for each plan will be stated in monthly amounts for:

(1) Single (or employee-only) coverage.
(2) Employee and spouse coverage.
(3) Employee and children coverage.
(4) Employee, spouse, and children coverage.

B. Life Insurance

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

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

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

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

C . Dental Insurance

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

Specifications:

Maximum Benefits Per Covered Person	$1,000 per year
Deductible - Individual	$ 25 per year
Deductible - Family	$ 50 per year
Co-Insurance Amounts	
1) Diagnostic* Preventive Services	100%
2) Routine Dental Services	80%

3) Major Dental Services 50%
4) Orthodontic Services 50%
(maximum $1,500 lifetime per person)

Eligible dependents will be covered to age 25. The aforementioned deductible amounts for single and family do not apply to Class #1 and #4. Effective Plan date, January I, 2004.

D. Miscellaneous

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

   The formula for prorating shall be:

   $$\frac{A}{185} = \frac{B}{365}$$

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

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

2. All fringe benefits for part-time educators shall be prorated on the same basis as their regular salary.

3. Educators shall be given a copy of completed enrollment forms for fringe benefits.

4. If an employee begins a leave on the first day of the month, the Board will not pay the premiums that are payable during that month.

5. If an employee begins a leave other than on the first day of a month, notwithstanding Section D 1, the Board will pay the premiums that are payable during that month.

6. If two employees of Sylvania Schools are married to each other, each can take a single plan or one can take a family plan. Both cannot take a family plan. This applies only to hospitalization, surgical, major medical, dental and prescription drug.

7. A new employee will be given an opportunity to enroll for coverage effective the first day of employment.

8. An employee returning from leave of absence will be given an opportunity to enroll for coverage, if said coverage had been dropped during the leave, effective the first day of his/her return to active service.

9. Upon demonstration of substantial need the Superintendent may certify to a carrier the enrollment of an employee who initially chose not to participate in said plan.

10. If an employee is on an approved leave of absence, he/she may continue participation in the group coverage, notwithstanding Section D I, 4, 5 so long as the Treasurer receives a check from the employee before the first day of each month as advance payment of the premium(s) for that month.

11. An employee shall notify the Treasurer as soon as possible concerning a change in dependents.

12. Each insurance will contain coordination of benefit measures to insure appropriate coordination of benefits for Sylvania School subscribers, spouses and dependents carrying multiple insurance.

E. Insurance Committee

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

The Insurance Committee shall be structured as follows:

4 educators appointed by SEA
4 administrators
4 OAPSE members

The Insurance Committee will promote:

1. a. The study of current developments in the healthcare industry.

   b. Monitoring current benefits, premiums, and carriers.

   c. Continuing educational programs for all educators on benefit usage for maximum cost effectiveness.

2. Meet at the request of the administration or association, not more than quarterly. Minutes published to all educators.

3. All costs for programming will be borne by the B.O.E. as approved by the Superintendent or designee.

4. Chair and recorder to be elected from the members of the committee.

5. The committee will study and recommend to the Board and the Associations cost saving measures which, if agreed to by all parties, may be implemented.

6. Review potential carriers for insurance.

7. During the 2020-2021 school year, the Health Care Committee shall investigate a change in coverage from a two-tier prescription drug program to a four-tier prescription drug program. The Health Care Committee shall report its findings no later than September 30,2021.

F. Employee Assistance Plan

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

ARTICLE XVI: REIMBURSEMENT

A. Mileage

1. Employees will be reimbursed for necessary and authorized usage of their automobiles at the IRS rate per mile in effect on July I of the current school year.

2 Necessary usage of an automobile will include any and all workday functions in which an educator is obliged or committed to use his/her personal automobile to carry out school duties.

3. An educator with supplemental contracts, whether curricular or extracurricular, will be included fully in these provisions but will not include their travel to and from home or other instances when their car is used by choice not necessity.

4. The Treasurer will notify educators annually concerning the procedure for reimbursement.

B. Additional Training Stipend

1. The Board of Education will reimburse educators for the cost of tuition for successfully completed college work related to the education field of up to $300 per semester hour of credit for a total of nine (9) semester hours per year, defined as Sept. I through Aug. 31 of the following year, upon presentation of appropriate receipts and transcripts.

2. Payment for additional college hours will not be paid for attending an institute or workshop to which the school district contributes to the stipend or tuition payments thereby providing a stipend and/or tuition free institute or workshop for the employee.

3. In the event that the state required C.E.U. credits for maintenance of certification, upon prior approval by the Superintendent or designee, the Board will reimburse the educator for all class costs. In the event that required classes are held only at locations outside of the Toledo Metropolitan Area, the Board will also reimburse the educator for mileage. The Board will not be required to release an educator for more than three (3) days in one school year pursuant to provisions of this Article. The educator must file the request for reimbursement with the Board within one year after completion of the course for which reimbursement is sought.

ARTICLE XVII: SEQUENCE OF CONTRACT ISSUANCE

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

1. Upon initial employment a one-year contract will be issued by the Board.

2. The second contract issued by the Board will be for two years with the Board reserving the option of issuing a second one-year contract. Should a second one-year contract be issued written reason(s) will be provided at time of issue. The reason(s) shall not be subject to review under the grievance procedure.

3. The third contract issued by the Board and thereafter will be for three years except to employees who have received a second one-year contract. The third contract for these employees will be for two years and the fourth contract and thereafter shall be for three years.

4. Continuing contracts shall be granted by the Board in keeping with the Ohio Revised Code, provided, however, that any educator who expects to be eligible for continuing contract by April of any school year must give written notice to the Executive Director of Human Resources by the previous October I. If the educator is on a multiple-year limited contract and is not awarded a continuing contract that year it is without prejudice to a future notice from that educator.

5. Educator contracts shall begin July I and end June 30.

B. Replacement Educators

The Board may hire a replacement educator for up to two (2) years on limited one (1) year contracts for the purpose of replacing an educator who is temporarily taking a position for curriculum support. At the

end of the temporary assignment, the curriculum support educator may return to the position left. If the curriculum support educator elects not to return to the original position, the job shall be filled via standard contract procedures.

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

C. Rehiring Retirees

1. A rehired retiree is a properly certified or licensed person who has taken service retirement under a state retirement system, regardless of whether the person retired from Sylvania Schools or another district in Ohio. Retirement is a break in services. The rehired retiree has zero seniority and no prior sick leave accumulation by virtue of retirement except for any accumulation acquired since returning to employment after service retirement. A rehired retiree shall not accrue seniority for service as a rehired retiree but shall earn and accrue sick leave in accordance with Article XI, Section (F)**.**

2. Rehired retirees shall be given a minimum of five years total service credit and may, at the Board's discretion, be given more. The rehired retiree shall be given training credit for salary column placement pursuant to Article XIV, Section (D).

3. A rehired-retiree shall be hired only on a one-year limited contract which automatically will expire at the end of the particular school year without further action by or notice from the Board. The rehired-retiree, if rehired again, shall receive one year's service credit on the salary schedule for each year (minimum 120 days) under rehired-retiree contract with the Board.

4. Unused personal leave at the end of a school year shall be transferred to the rehired-retiree's sick leave accumulation, in lieu of the options of Article XI, Section (A) (7).

5. In order to provide health insurance coverage to the rehired retiree for single coverage on the most cost-effective basis, the Board shall have the following option

    a. Paying the monthly premium cost of the rehired-retiree's single enrollment participation in a health plan of the retirement system; or

    b. Including the rehired retiree on the District's health plan on single enrollment; or

    c. Paying the monthly premium cost of having the rehired retiree on his or her spouse's health plan through another employer.

6. The payroll period for rehired retirees will begin with the second payroll in September. (This allows for the two-month, mandatory exit from service. Also, this allows for enough working days to earn a paycheck.) The rehired retiree will have their salary prorated over a twenty-pay cycle. This twenty pay cycle will allow the rehired retiree to have final separation from employment status with Sylvania Schools by the end of June. This coincides with the one-year, limited contract status in Article XVII, C, 3.

ARTICLE XVIII: OTES AND NON-OTES EVALUATION

A. Philosophy of Evaluation:

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

OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing, and supportive of the professional growth of the teacher.

B. Sylvania OTES Committee:

1 Committee Authority

a. The Association and the Board agree to create a Joint Committee whose charge will be to create and revise, as necessary, the policy, procedures, instrument, and forms for educator evaluation.

b. All recommendations for changes in the evaluation system shall be submitted to the Association and the Board for review.

c. The Association and the Board must approve any changes to this Article XIX.

d. The Board and the Sylvania Education Association have agreed to a system of evaluation pursuant to the framework established by the Ohio Department of Education and Ohio Revised Code 3319.111 and 3319.112. If the framework and/or the statutes are amended during the term of this Agreement in a way that makes the evaluation requirements less burdensome for educators and administrators, those changes shall be approved by the Association and Board

2. Composition

a. The Committee shall be composed of six (6) members appointed by the Association president and six (6) members appointed by the Superintendent. In addition, each party may appoint up to one (I) ad hoc non-voting member to assist and/or attend committee meetings. Committee members serve for one year; however, for the sake of continuity and proper development and revision of the evaluation system, members may be asked to serve more than one year.

2. Operational Procedures

a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

b. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.

c. Committee agendas will be developed jointly by the co-chairpersons of the Committee.

d. All decisions of the committee will be achieved by consensus.

e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.

f. At each committee meeting the group will select an individual to act as the recording secretary for that meeting.

g. Members of the committee will receive release time for committee work and training.

C. Who Will be Evaluated:

1. All educators required to be evaluated on the OTES model as required by ORC 3319.111 and 3319.112 (OTES educators), shall be formally evaluated annually using the Sylvania Evaluation System using tools provided in Appendix C-1.

2. All educators not required to be evaluated on the OTES model as required by ORC 3319.111 and 3319.112 because they instruct students for less than 50% of their time employed (Non-OTES educators) shall be evaluated using tools provided in Appendix C-2.

   a. These evaluations will occur in the last year of a contract or every three years for educators on a continuing contract.

   b. Failure to follow the procedures outlined in the District Evaluation Instrument is grievable. The Grievance Process will commence at Step II of the Grievance Procedure.

3 Educators completing the Resident Educator Summative Assessment (RESA) mandated project submission may be exempted from the above two options with the following considerations.

   a. These educators may request a one-year exemption from OTES.

   b. The staff members will notify their building administrator and Human Resource Directorof their decision to participate in the exemption within I0 workdays from the first day of work for the new school year RE SA must be completed and submitted for this exception to apply. The Board will indicate "exemption" in eTPES. If it is necessary to complete the RESA in the following year, this exception will not apply.

   c. In a contract renewal year that a teacher is not OTES evaluated as a result of the RESA program, a credentialed evaluator shall conduct a minimum of two (2) traditional observations of the educator for a minimum of thirty (30) minutes each and hold one conference with the educator. Walkthroughs and observations will not be entered into eTPES for evaluation purposes.

   d. The educator will return to the OTES cycle for a full evaluation the following year.

4. Educators notifying the Board of their intention to retire no later than December 1st may be excused from all evaluations for that school year. The Professional Growth Plan must be completed, regardless.

5. Educators on leave for more than 50% of the teacher service year may be excused from all evaluations for that school year.

D. Evaluators

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

1. has completed all state-sponsored mandatory evaluation training; and

2. has passed all state-mandated evaluation assessments and received Evaluation Certification through the State of Ohio;

3. is not a member of the bargaining unit. A bargaining unit member may not evaluate another bargaining unit member.

E. Evaluation Instrument/Instrument Training

1. The Sylvania Evaluation System shall be the process and forms outlined in this Article XVIII and in Appendix C-1, which are in compliance with ORC.

2. Training on the use of the Sylvania Evaluation System shall be provided to all educators.

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

F. Educator Performance Evaluation Procedures

1. Assignment of Evaluators:

   a Not later than September 30 of each year, or in the case of a new educator, within thirty (30) days of the first day worked, each educator shall be notified in writing of the name and position of their evaluator(s). If the evaluator(s) needs to be changed, educators will be notified in writing.

   b. An educator reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

2. Criteria for Evaluation:

   a. An educator shall be evaluated on criteria set forth in the Educator Performance Evaluation Rubric, Appendix C-1.

   b. The evaluator may not use peer, student, and guardian surveys or evaluations to gain evidence in this evaluation process, unless provided by the teacher.

   c. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

   d. No evidence shall be collected by electronic monitoring or recording (audio or video) devices. Forms in Appendix C-1 may be documented on electronic devices.

e. An educator must provide two sources of High-Quality Student Data (HQSD) to satisfy the needs of Domains 1 and 5 of the Evaluation Rubric. These sources of data may, but are not required to, come from the district-approved menu of HQSD sources (Appendix C-1) or Ohio's list of approved assessment vendors. If the educator selects an HQSD source elsewhere, that source must meet the ODE guidelines for HQSD:

1) Align to learning standards

2) Measure what is intended to be measured

3) Not offend or be driven by bias

4) Be attributable to the specific teacher for course(s) and grade level(s) taught

5) Demonstrate evidence of student learning (achievement and/or academic growth)

6) Follow protocols for administration and scoring

7) Provide trustworthy results

The evaluator will approve or reject any source of HQSD not provided by the district or Ohio's list of approved vendor assessments. The educator has the right to appeal a rejection of their HQSD to the Director of Teaching and Learning.

When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-add progress dimension as one (1) source of HQSD.

HQSD shall not be aggregated to provide "shared attribution" among teachers in a District building, grade, content area, or other group.

3 Frequency of Evaluation:

a. An educator shall complete the Professional Growth Plan Form (Appendix C-1) by September 15th.

b. An educator who receives a rating of "Accomplished" on his/her most recent evaluations shall be evaluated once every three (3) school years.

c. An educator who receives a rating of "Skilled" on his/her most recent evaluations shall be evaluated once every two (2) school years,

d. In any school year that an educator is not formally evaluated as a result of section c or d above, a credentialed evaluator shall conduct an informal narrative observation of the educator of a minimum of thirty (30) minutes and hold one conference with the educator. This evaluation will use the evaluation form contained in Appendix C-1.

e. An educator who is under consideration for renewal and with whom the Board has entered into a limited contract or extended limited contract pursuant to section 3319.111 of the Revised Code, must be formally observed at least two (2) times using the procedures, timelines, and deadlines set forth in this Article XIX.

f. An educator who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or extended limited contract pursuant to section

3319.111 of the Revised Code, must be formally observed at least three (3) times using the procedures, timelines, and deadlines set forth in this Article XIX.

4. Schedule for Formal Observations:

   a. An educator shall be evaluated annually through two formal observations, as well as walkthroughs, using the evaluation forms contained in Appendix C-1.

   b. An educator shall be observed formally twice during the school year. The first formal observation shall occur no later than the end of the first semester, the second formal observation shall occur no later than May 1**.**

   c. The first observation for an educator shall consist of a holistic evaluation, while the second observation shall consist of a focused evaluation based on agreed upon areas for refinement.

   d. The educator and evaluator will use their best efforts to mutually agree on a date, time, and class in which each formal observation will occur.

   e. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.

   f. If the educator or evaluator is absent, the deadlines and timeframes of this Article shall be modified.

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

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

   a. Pre-Observation Conference:

      1) Each formal observation shall include a pre-observation conference. The date of the pre-observation conference should be scheduled after the date of the formal observation has been scheduled. Educators should be given at least 48 hours' notice in order to prepare for the pre-observation conference. The educator shall complete the district-approved Pre-Conference Planning Guide and submit it to their evaluator prior to the Pre-Observation Conference.

      2) The purpose of the pre-observation conference is to provide the evaluator and the educator with an opportunity to discuss the following:

         i. The written lesson plan and unit objective(s);

         ii. Evidence that supports the Educator Performance Rubric;

      3) Due to the fluidity of lesson plans and classroom timing, should lesson plans need to be adjusted prior to the actual observation, the educator shall inform the evaluator and supply new written plans and unit objectives.

   b. Post-Observation Conference:

      A post-observation conference shall occur within ten (I 0) contractual workdays of the formal observation. During the post-observation conference:

1) The evaluator and educator will review and discuss all rubrics, forms, evidence, and data collected.

2) The evaluator will provide the educator with copies of all rubrics, forms, evidence, and data collected.

3) The evaluator will provide the educator with a copy of the educator's progress in each category of the rubric based on all data and evidence collected *to* date.

4) Any areas of refinement noted by the evaluator during the formative assessment that may lead to an ineffective rating, shall be developed into a plan of action by the evaluator.

5) During the post-conference following the first observation, the evaluator and educator shall agree on a target goal(s) for the focused observation.

6) During the post-conference following the second observation, the evaluator and educator shall address the progress on the target goal(s) of the focused observation.

6. Documented Walkthroughs

a. Documented walkthroughs are unannounced but must occur during the educator's contractual day. At least two (2) documented walkthroughs shall occur for an evaluation, one each semester. A documented walkthrough shall be no more than fifteen (15) minutes.

b. Any data collected during the documented walkthrough that will be used as evidence on the rubric must be placed on the form designated in Appendix C-1.

c. The completed form must be shared with the educator within five (5) contractual workdays.

d. Educators shall be given the opportunity to meet with the evaluator to provide evidence that may refute any deficiencies identified on the documented walkthrough form. That evidence must be entered on the Educator Evaluation Rubric and become part of the educator's evaluation portfolio.

G. Completion of Evaluation Process

1. OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing, and supportive of the professional growth of the teacher. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards.

2. Teacher evaluation must be completed annually by May 1 and a copy of the final evaluation report, that includes the holistic performance rating shall be given to the educator at the final post-observation conference or at another conference scheduled no later than May Ill.

3. All applicable documents and forms shall be signed by the evaluator and the educator. The educator's signature shall not be evidence that the educator agrees with the contents of the evaluation report.

4. The educator shall have the right to make a written response to the evaluation and to have their response attached to the evaluation report placed in the educator's personnel file.

5. To provide due process, an educator shall be entitled to Association representation at any conference held during the evaluation process which the educator believes may result in discipline.

H. Rights

1. Educator Rights

   a. If an employee believes the evaluator has violated the procedure established in this Agreement or that the evaluator's rating is arbitrary, capricious or unreasonable, the employee may file a grievance within ten (10) days of the employee's receipt of the signed and final version of a written evaluation for the particular school year.

   b. No data from HQSD sources, including value-added data, shall be used during the term of this Agreement in any decision to non-renew an educator, terminate an educator, determine any educator's compensation, or to suspend an educator for reduction in force purposes.

2. In assessing an educator's performance, evaluators shall not make judgements, or otherwise discriminate, based on the educator's age, length of services, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, martial statue, military status, disability, union membership, or union activism.

3. The Board shall meet the requirements of the Ohio Rev. Code 3319.112 (A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

4. Nothing in this Article prohibits or limits the administration's right to observe classrooms and document those observations and provide directions/recommendations to educators separate from the formal OTES process of this Article.

ARTICLE XVIV: PROGRESSIVE DISCIPLINE

A. General

No educator shall be disciplined in writing or reprimanded in writing except for legitimate reasons. Any written or oral disciplinary action or reprimand will be issued professionally and privately via a conference between the educator, pertinent administrator(s) and an available representative of the educator's choice. Non-renewal or termination of an employment contract (with or without suspension under O.R.C. 3319.16) will not be considered a discipline or reprimand under this Agreement and cannot

be the subject of a grievance. No educator will be disciplined solely on the basis of an anonymous complaint.

B. Discipline Procedure

Disciplinary action must be for just cause and shall depend on the severity or nature of the offense. Such actions shall include but are not limited to:

- Documented warning(s)
- Written Reprimand(s)
- Suspension without pay not to exceed (IO) workdays (by Superintendent/designee)
- Termination (with or without suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.

Suspension with the initiation of termination proceedings under Section 3319.16 of the Ohio Revised Code and/or termination is not subject to review under the grievance procedures appearing in Article XIII of this Agreement.

ARTICLE XX: FAIR DISMISSAL

A. Termination

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

B. Non-Renewal

1. Following the completion of the first limited contract, any educator who is being considered for disciplinary and/or discharge action shall be provided reasons in writing for such action at least thirty (30) days prior to official Board action. This paragraph supersedes Section 3319.11 Ohio Revised Code.

2. No educator shall be disciplined and/or discharged without just cause.

3. Any grievance filed by an employee alleging disciplinary action or discharge has not been for just cause may be filed at the third step on the grievance procedure.

C. Intermediate Performance Reviews

1. Reasonable disciplinary action may be taken for non-compliance with the terms of the bargaining contract, the provisions of 3319.16 ORC, and the policies of the Board of Education.

2. Actions taken must be done privately with the immediate supervisor, the employee and, if the employee wishes, up to two (2) Association representatives. Reasons for disciplinary action will be clearly stated.

3. If written records are kept, these records must be destroyed within twenty-four (24) months except as required by section 3319.314 of the Ohio Revised Code.

4. A disciplinary action is an action taken by the Superintendent or designee or his/her designee which, in the opinion of the employee, results in negative consequences.

ARTICLE XXI: PROVISIONS CONTRARY TO LAW

A. If any provision of this Agreement or any application of the Agreement to any educator or group of educators shall be found contrary to law in a court or other tribunal of competent jurisdiction, such provision or application shall not be deemed enforced or applied except to the extent permitted by law by such determination, but all other provisions or applications shall continue in full force and effect.

B. The parties agree that, should any section(s) of this Agreement be declared invalid or unenforceable. The subject matter effected may be committed to negotiations pursuant to Article I, Section B (4) at the request of either party.

ARTICLE XXII: STRIKE AND LOCKOUT PROHIBITION

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

ARTICLE XXIIl: WAIVER CLAUSE

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

ARTICLE XXIV: MAINTENANCE OF STANDARDS

All terms, conditions, and benefits of employment not controlled by other provisions of this Agreement shall be maintained, within the resources available, at not less than the level in effect as of the effective date of this Agreement and, to the extent that any actions are taken by the Board and/or its designees which will reduce such terms, conditions, and benefits of employment, said actions will be negotiated with the Association upon this demand by the Association.

ARTICLE XXV: EFFECTIVE DATE - DURATION OF CONTRACT

This Agreement shall become effective as of July I, 2023, and shall remain in full force and effect through the 30th day of June, 2026, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the pal lies hereto.

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

In witness hereof:

SYLVANIA BOARD OF EDUCATION SYLVANIA EDUCATION ASSOCIATION

By: _____

Board President

Date: 8.28.23

By: _____

President

Date: 9/14/23

APPENDIX "A" SALARY INDEX

APPENDIX "A" Salary Index							
YRS	BA I	BA+15 II	MA III	MA+15 IV	MA+30 V	PH.D VI	PSYCH VII
0	1.000	1.030	1.090	1.111	1.133	1.154	1.200
1	1.045	1.080	1.145	1.166	1.188	1.209	1.255
2	1.090	1.130	1.200	1.221	1.243	1.264	1.310
3	1.135	1.180	1.255	1.276	1.298	1.319	1.365
4	1.180	1.230	1.310	1.331	1.353	1.374	1.420
5	1.225	1.280	1.365	1.386	1.408	1.429	1.475
6	1.270	1.330	1.420	1,441	1.463	1.484	1.530
7	1.315	1.380	1.475	1.496	1.518	1.539	1.585
8	1.360	1.430	1.530	1.551	1.573	1.594	1.640
9	1.405	1.480	1.585	1.606	1.628	1.649	1,695
10	1.450	1.530	1.640	1.661	1.683	1.704	1.750
11	1.495	1.580	1.695	1.716	1.738	1.759	1.805
12	1.540	1.630	1.750	1.771	1.793	1.814	1.860
13	1.585	1.680	1.805	1.826	1.848	1.869	1.915
14	1.630	1.730	1.860	1.881	1.903	1.924	1.970
15	1.675	1.780	1.915	1.936	1.958	1.979	2.025
16		1.830	1.970	1.991	2.013	2.034	2.080
20	1.720	1.880	2.025	2.046	2.068	2.089	2.135
21	1.765	1.930	2.080	2.101	2.123	2.144	2,190
25	1.810	1.980	2.135	2.156	2.178	2.199	2.245
27+	1.855	2.030	2,190	2.211	2.233	2.254	2.300

Appendix "A" (Cont'd) - July 1, 2023 Salary Schedule
Salary Schedule 2023-204

	BA	BA+15	MA	MA+15	MA+30	PH.D.	PSYCH
Years	**I**	**II**	**III**	**IV**	**V**	**VI**	**VII**
0	43,669	44,979	47,599	48,516	49,477	50,394	52,402
1	45,634	47,162	50,001	50,918	51,878	52,796	54,805
2	47,599	49,346	52,402	53,320	54,281	55,198	57,206
3	49,564	51,529	54,805	55,721	56,682	57,599	59,608
4	51,529	53,713	57,206	58,124	59,084	60,001	62,010
5	53,494	55,896	59,608	60,525	61,486	62,403	64,411
6	55,459	58,080	62,010	62,927	63,887	64,804	66,814
7	57,425	60,263	64,411	65,329	66,290	67,207	69,215
8	59,389	62,447	66,814	67,730	68,691	69,608	71,616
9	61,355	64,630	69,215	70,132	71,093	72,010	74,019
10	63,320	66,814	71,616	72,534	73,495	74,412	76,420
11	65,285	68,997	74,019	74,936	75,896	76,813	78,823
12	67,251	71,181	76,420	77,338	78,298	79,216	81,224
13	69,215	73,364	78,823	79,739	80,700	81,617	83,626
14	71,181	75,548	81,224	82,141	83,102	84,018	86,028
15	73,145	77,731	83,626	84,543	85,504	86,421	88,429
16	73,145	79,914	86,028	86,945	87,906	88,822	90,832
20	75,111	82,098	88,429	89,346	90,307	91,225	93,233
21	77,075	84,281	90,832	91,749	92,709	93,626	95,635
25	79,041	86,465	93,233	94,150	95,111	96,028	98,037
27+	81,006	88,648	95,635	96,552	97,512	98,430	100,438

Appendix "A" (Cont'd) - July 1, 2024 Salary Schedule
Salary Schedule 2024-2025

	BA	BA+15	MA	MA+15	MA+30	PH.D.	PSYCH
Years	I	II	III	IV	V	VI	VII
0	44,979	46,328	49,027	49,971	50,961	51,906	53,975
1	47,003	48,577	51,501	52,446	53,435	54,379	56,449
2	49,027	50,826	53,975	54,919	55,909	56,854	58,922
3	51,051	53,075	56,449	57,393	58,383	59,327	61,396
4	53,075	55,324	58,922	59,867	60,857	61,801	63,870
5	55,099	57,573	61,396	62,341	63,330	64,275	66,344
6	57,123	59,822	63,870	64,815	65,804	66,749	68,818
7	59,147	62,071	66,344	67,288	68,278	69,223	71,292
8	61,171	64,320	68,818	69,762	70,752	71,696	73,765
9	63,195	66,569	71,292	72,236	73,226	74,170	76,239
10	65,220	68,818	73,765	74,710	75,700	76,644	78,713
11	67,244	71,067	76,239	77,184	78,173	79,118	81,187
12	69,268	73,316	78,713	79,658	80,647	81,592	83,661
13	71,292	75,565	81,187	82,131	83,121	84,066	86,135
14	73,316	77,814	83,661	84,606	85,595	86,539	88,609
15	75,340	80,063	86,135	87,079	88,069	89,014	91,082
16	75,340	82,311	88,609	89,553	90,543	91,487	93,556
20	77,364	84,561	91,082	92,027	93,017	93,961	96,030
21	79,388	86,809	93,556	94,501	95,490	96,435	98,504
25	81,412	89,058	96,030	96,975	97,964	98,909	100,978
27+	83,436	91,307	98,504	99,448	100,438	101,383	103,451

Appendix "A" (Cont'd) - July 1, 2025 Salary Schedule
Salary Schedule 2025-2026

	BA	BA+15	MA	MA+15	MA+30	PH.D.	PSYCH
Years	**I**	**II**	**III**	**IV**	**V**	**VI**	**VII**
0	46,328	47,718	50,497	51,471	52,490	53,463	55,594
1	48,413	50,034	53,046	54,019	55,038	56,011	58,142
2	50,497	52,351	55,594	56,567	57,586	58,560	60,690
3	52,583	54,667	58,142	59,115	60,134	61,107	63,238
4	54,667	56,984	60,690	61,663	62,683	63,655	65,786
5	56,752	59,300	63,238	64,211	65,230	66,203	68,334
6	58,836	61,617	65,786	66,760	67,778	68,751	70,883
7	60,922	63,933	68,334	69,307	70,327	71,300	73,430
8	63,006	66,250	70,883	71,855	72,874	73,847	75,978
9	65,091	68,566	73,430	74,403	75,423	76,395	78,527
10	67,177	70,883	75,978	76,951	77,971	78,944	81,074
11	69,261	73,199	78,527	79,500	80,518	81,491	83,623
12	71,346	75,516	81,074	82,047	83,067	84,040	86,171
13	73,430	77,832	83,623	84,595	85,614	86,588	88,719
14	75,516	80,149	86,171	87,144	88,163	89,135	91,267
15	77,600	82,464	88,719	89,691	90,711	91,684	93,814
16	77,600	84,780	91,267	92,240	93,259	94,232	96,363
20	79,685	87,097	93,814	94,788	95,807	96,780	98,911
21	81,769	89,413	96,363	97,336	98,355	99,328	101,459
25	83,855	91,730	98,911	99,884	100,903	101,877	104,007
27+	85,939	94,046	101,459	102,432	103,451	104,424	106,555

APPENDIX "B" EXTRACURRICULAR SALARY SCHEDULE

EXTRACURRICULAR SALARY SCHEDULE		
		Index
Elementary:		
Elementary Crossing Guard Advisor		0.04
IAT Coordinator (Elem)		0.0675
Junior High:		
Clubs/Activities:		
Department Heads		0.0402
Finance Directors		0.0853
IAT Coordinator		0.0675
Math Counts		0.045
Pen Ohio (Competitive Writing)		0.045
Quiz Bowl		0.04
Science Olympiad		0.0675
Science Olympiad Assistant		0.04
Special Ed. Liaison		0.046
Student Council		0.04
Yearbook		0.045
Youth to Youth		0.04
Junior Thespian Advisor		0.01
Sports:		
Athletic Director		0.22
Basketball Coach 7th Grade (BIG)		0.089
Basketball Coach 8th Grade (BIG)		0.089
Cheerleading Coach		0.089

Cross Country Coach (B/G)		0.089.
Football Coach 7th Grade		0.089
Football Coach 8th Grade		0.089
Track Head Coach		0.089
Track Assistant Coach		0.069
Volleyball Coach 7th Grade		0.089
Volleyball Coach 8th Grade		0.089
Wrestling Coach 7th Grade		0.089
Wrestling Coach 8th Grade		0.089
Music:		
Band 6		0.015
Band 7		0.038
Band 8		0.038
Vocal Music JH		0.038
Orchestra 6		0.015
Orchestra 7		0.038
Orchestra 8		0.038
High School:		
Clubs/Activities/Liaisons:		
Career Tech Liaison		0.056
Cat's Meow		0.051
Cougar Review		0.051
Counselor Liaison		0.056
Department Heads		0.0853
Finance Directors		0.0853
Freshman Class		0.04

IAT Coordinator		0.0675
Junior Class		0.04
National Honor Society		0.04
Newspaper		0.103
Quiz Bowl		0.074
Senior Class		0.051
Science Olympiad Team Advisor		0.074
Science Olympiad Team Assistant		0.048
Sophomore Class		0.04
Speech Director		0.191
Speech Assistants		0.103
Special Ed. Liaison		0.0853
Student Council		0.051
Supporting Discipline Liaison		0.056
Yearbook		0.103
Music:		
Band Director		0.231
Band Assistant Director		0.161
Chorus Accompanist		0.306
Orchestra Director		0.162
Vocal Music Director		0.162
Drama (Musical):		
Accompanist Musical		0.04
Choreographer Musical		0.04
Drama Director (Musical)		0.1
Drama Assistant Director (Musical)		0.06
Instrumental Director, Musical		0.051

Technical Director Musical		0.06
Vocal Director Musical		0.0793
Drama (Play):		
Drama Director (Play)		0.1
Drama Assistant Director		0.06
International Thespian Society		0.026
Tech Director of Performing Arts		0.191
Technical Director Play		0.06
Theater Assistant (one position to be used to support either the musical or the play)		0.06
Sports:		
Athletic Assistant Director		0.25
Head Baseball Coach		0.14
Baseball Assistant Coach		0.095
Basketball Head Coach (B/G)		0.205
Basketball Assistant Coach (B/G)		0.14
Cheerleading Coach Varsity, Fall		0.095
Cheerleading Assistant Coach, Fall		0.06
Cheerleading Coach Varsity, Winter		0.095
Cheerleading Assistant Coach, Winter		0.06
Cross Country Head Coach (B/G)		0.105
Cross Country Asst.Coach (B/G)		0.071
Dance Team		0.14
Football Head Coach		0.205
Football Assistants		0.139
Golf Head Coach (B/G)		0.095

Golf Assistant (B/G)		0.065
Gymnastics		0.14
Hockey Head Coach		0.14
Hockey Asst Coaches		0.095
Lacrosse Head Coach (B/G)		0.14
Lacrosse Assistant (B/G)		0.095
Soccer Head Coach (B/G)		0.14
Soccer Assistants (B/G)		0.095
Softball Head Coach		0.14
Softball Assistant		0.095
Swim Head Coach		0.195
Swim Assistant Coach		0.133
Diving Coach		0.195
Tennis Coach (B/G)		0.095
Tennis Assistant Coach (B/G)		0.058
Track Head Coach (B/G)		0.14
Track Assistant Coach (B/G)		0.095
Volleyball Head Coach		0.14
Volleyball Assistants		0.095
Weight Room (Each season is separate, Fall, Winter, Spring)		0.03
Wrestling Head Coach		0.14
Wrestling Assistant Coach		0.095
District Positions:		
Resident Educator Liaison		0.06
Resident Educator Mentor		0.03
LPDC (Chairperson)		0.12
LDPC (Members)		0.06

A request can be made to the HR Director when there are circumstances (special needs students or increase number of students) that require there to be an extra coach for the safety and wellbeing of the students.
Any coach/advisor, who held a supplemental position in the 2018-19 school year, will be grandfathered and given credit for years served using the step increases 4-6, and 7+ years. Grandfathering will only apply as long as the supplemental position is held by the same person. Staff currently grandfathered will lose their grandfathered status on the "Extracurricular Salary Schedule" if they do not hold that position consecutively. Supplemental percentage amounts will not decrease if the current member remains in position. The supplemental percentage amount will change if the member leaves the position

APPENDIX "C" OTES EVALUATION

THIS INSTRUMENT IS INCLUDED
FOR INFORMATION PURPOSES ONLY AND

IS NOT OTHERWISE A PART OF THIS AGREEMENT

Educator Evaluation

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

Plan for Educator Evaluation

Evaluation of teaching service should serve the following purposes:

1. to provide opportunities for self-analysis and self-development so that the individual educator may develop his/her professional skills and performance.

2. to provide an opportunity for the evaluator to analyze the strengths and weaknesses of the educator and to use the knowledge to provide assistance when needed for professional growth.

3. to guide directions relative to continued employment and assignments.

Evaluator

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

Criteria

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

A. Educator Plans For Student Learning
B. Creating an Environment For Student Learning
C. Teaching For StudentLearning
D. Professional Responsibilities

Observation Procedures

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

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

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

Freuuencv of Observation

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

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

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

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

Time Line

Educators will be reminded that the above-mentioned observation forms are contained in the Educator Handbook which is issued to each educator.

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

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

Ohio Teacher Evaluation System

Evaluation Toolbox for Teachers on a Full Evaluation Cycle

Teacher Name	_____	Building	_____
Evaluator Name	_____	Year	_____

In this toolbox, find the following tools to complete a full evaluation.

1. One **professional growth plan** (PGP) will be completed to focus the year's evaluation.
2. Three **pre-conference planning guides** will provide assistance for the needed two to three pre-conference discussions.Part 1
3. One **evaluation form** will be completed to record evidence from two to three observations.
4. Two **walkthrough observation forms** will be completed by the evaluator.
5. One **final holistic rating form** will summarize the evaluation, provide a rating, and carry acknowledgement and approval signatures.

Evaluators, complete this full evaluation toolbox and prepare a PDF version to be uploaded into Ohio ES. Print the final holistic rating form for signatures and submission to Human Resources.

Teacher Professional Growth Plan

for all Teachers

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name:

This Professional Growth Plan has been developed as: ☐ Self-Directed ☐Jointly Developed ☐Evaluator Guided

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Describe the alignment to district and/or building improvement plan(s): Click or tap here to enter text.
Comments: Click or tap here to enter text.

Choose the **Domain(s)** aligned to the goal(s).	
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery	☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Describe the alignment to district and/or building improvement plan(s): Click or tap here to enter text.
Comments: Click or tap here to enter text.

Pre-Conference Planning Guide

for a Full, Formal Observation

Teacher: **Grade(s)/Subject Area(s):**

Evaluator: **Class Period:** **Date:**

Directions: This **optional** planning guide may be used to provide focus for a teacher and an evaluator before a teaching observation. The content of this form is meant to lead discussion that may lead to rubric evidence for evaluation.

DOMAIN: FOCUS FOR LEARNING
• *What content will students know/understand? What skills will they demonstrate?* • *Describe the High-Quality Student Data (HQSD) that guided your lesson planning and the development of student goals for your lesson plan. Consider how you use data to monitor progress.* • *How does this lesson connect to prior and future learning? In what ways will these connections be communicated to students?* • *Explain how your instructional plan aligns with your building's or district priorities, Ohio's Learning Standards, and the needs of your students.* • *What activities and resources, including technology, will be used to support learning?*
Ideas: Click or tap here to enter text.

DOMAIN: KNOWLEDGE OF STUDENTS
• *How did specific knowledge about your classroom population influence your lesson planning? How did you gain that knowledge?* • *Describe how you use input from other school professionals and outside resources to plan instruction.* • *How does this lesson connect to students' experiences and/or culture?* • *How was it determined that this is a developmentally appropriate learning activity?*
Ideas: Click or tap here to enter text.

DOMAIN: LESSON DELIVERY
• *How will you communicate to students the learning goals and the criteria for successful mastery of those goals?* • *In what ways will you use content specific strategies and language to engage students as they work toward mastery?* • *What is your plan for formative assessment and delivering student feedback during the lesson?* • *What are some possible misconceptions you have anticipated and what is your plan to address misconceptions students may have?* • *How do you balance teacher-directed and student directed interaction? How do you foster student independence?* • *How do you balance whole class and collaborative learning opportunities?*
Ideas: Click or tap here to enter text.

DOMAIN: CLASSROOM ENVIRONMENT
• *How do your classroom routines and procedures support learning?* • *Describe the steps you have taken to establish a positive classroom climate.* • *How do you demonstrate regard for student perspectives, experiences and culture?*
Ideas: Click or tap here to enter text.

DOMAIN: ASSESSMENT OF STUDENT LEARNING
• *How do you routinely monitor student learning through diagnostic, formative, and summative assessment?* • *How do you use data to adapt or modify instruction?* • *How does your HQSD demonstrate student achievement and/or growth?* • *How do you communicate assessment results with students and caregivers?*
Ideas: Click or tap here to enter text.

DOMAIN: PROFESSIONAL RESPONSIBILITIES
• *What strategies do you use to communicate with students and parents?* • *How do you work with your colleagues to improve professional practice?* • *What steps have you taken to address the goals set in your PGP?*
Ideas: Click or tap here to enter text.

Pre-Conference Planning Guide

for a Full, Formal Observation

Teacher: **Grade(s)/Subject Area(s):**

Evaluator: **Class Period:** **Date:**

Directions: This **optional** planning guide may be used to provide focus for a teacher and an evaluator before a teaching observation. The content of this form is meant to lead discussion that may lead to rubric evidence for evaluation.

DOMAIN: FOCUS FOR LEARNING
• *What content will students know/understand? What skills will they demonstrate?* • *Describe the High-Quality Student Data (HQSD) that guided your lesson planning and the development of student goals for your lesson plan. Consider how you use data to monitor progress.* • *How does this lesson connect to prior and future learning? In what ways will these connections be communicated to students?* • *Explain how your instructional plan aligns with your building's or district priorities, Ohio's Learning Standards, and the needs of your students.* • *What activities and resources, including technology, will be used to support learning?*
Ideas: Click or tap here to enter text.

DOMAIN: KNOWLEDGE OF STUDENTS
• *How did specific knowledge about your classroom population influence your lesson planning? How did you gain that knowledge?* • *Describe how you use input from other school professionals and outside resources to plan instruction.* • *How does this lesson connect to students' experiences and/or culture?* • *How was it determined that this is a developmentally appropriate learning activity?*
Ideas: Click or tap here to enter text.

DOMAIN: LESSON DELIVERY
• *How will you communicate to students the learning goals and the criteria for successful mastery of those goals?* • *In what ways will you use content specific strategies and language to engage students as they work toward mastery?* • *What is your plan for formative assessment and delivering student feedback during the lesson?* • *What are some possible misconceptions you have anticipated and what is your plan to address misconceptions students may have?* • *How do you balance teacher-directed and student directed interaction? How do you foster student independence?* • *How do you balance whole class and collaborative learning opportunities?*
Ideas: Click or tap here to enter text.

DOMAIN: CLASSROOM ENVIRONMENT
• *How do your classroom routines and procedures support learning?* • *Describe the steps you have taken to establish a positive classroom climate.* • *How do you demonstrate regard for student perspectives, experiences and culture?*
Ideas: Click or tap here to enter text.

DOMAIN: ASSESSMENT OF STUDENT LEARNING
• *How do you routinely monitor student learning through diagnostic, formative, and summative assessment?* • *How do you use data to adapt or modify instruction?* • *How does your HQSD demonstrate student achievement and/or growth?* • *How do you communicate assessment results with students and caregivers?*
Ideas: Click or tap here to enter text.

DOMAIN: PROFESSIONAL RESPONSIBILITIES
• *What strategies do you use to communicate with students and parents?* • *How do you work with your colleagues to improve professional practice?* • *What steps have you taken to address the goals set in your PGP?*
Ideas: Click or tap here to enter text.

Pre-Conference Planning Guide

for a Full, Formal Observation

Teacher: **Grade(s)/Subject Area(s):**

Evaluator: **Class Period:** **Date:**

Directions: This **optional** planning guide may be used to provide focus for a teacher and an evaluator before a teaching observation. The content of this form is meant to lead discussion that may lead to rubric evidence for evaluation.

DOMAIN: FOCUS FOR LEARNING
• *What content will students know/understand? What skills will they demonstrate?* • *Describe the High-Quality Student Data (HQSD) that guided your lesson planning and the development of student goals for your lesson plan. Consider how you use data to monitor progress.* • *How does this lesson connect to prior and future learning? In what ways will these connections be communicated to students?* • *Explain how your instructional plan aligns with your building's or district priorities, Ohio's Learning Standards, and the needs of your students.* • *What activities and resources, including technology, will be used to support learning?*
Ideas: Click or tap here to enter text.

DOMAIN: KNOWLEDGE OF STUDENTS
• *How did specific knowledge about your classroom population influence your lesson planning? How did you gain that knowledge?* • *Describe how you use input from other school professionals and outside resources to plan instruction.* • *How does this lesson connect to students' experiences and/or culture?* • *How was it determined that this is a developmentally appropriate learning activity?*
Ideas: Click or tap here to enter text.

DOMAIN: LESSON DELIVERY

- *How will you communicate to students the learning goals and the criteria for successful mastery of those goals?*
- *In what ways will you use content specific strategies and language to engage students as they work toward mastery?*
- *What is your plan for formative assessment and delivering student feedback during the lesson?*
- *What are some possible misconceptions you have anticipated and what is your plan to address misconceptions students may have?*
- *How do you balance teacher-directed and student directed interaction? How do you foster student independence?*
- *How do you balance whole class and collaborative learning opportunities?*

Ideas:

Click or tap here to enter text.

DOMAIN: CLASSROOM ENVIRONMENT

- *How do your classroom routines and procedures support learning?*
- *Describe the steps you have taken to establish a positive classroom climate.*
- *How do you demonstrate regard for student perspectives, experiences and culture?*

Ideas:

Click or tap here to enter text.

DOMAIN: ASSESSMENT OF STUDENT LEARNING

- *How do you routinely monitor student learning through diagnostic, formative, and summative assessment?*
- *How do you use data to adapt or modify instruction?*
- *How does your HQSD demonstrate student achievement and/or growth?*
- *How do you communicate assessment results with students and caregivers?*

Ideas:

Click or tap here to enter text.

DOMAIN: PROFESSIONAL RESPONSIBILITIES
• *What strategies do you use to communicate with students and parents?* • *How do you work with your colleagues to improve professional practice?* • *What steps have you taken to address the goals set in your PGP?*
Ideas: Click or tap here to enter text.

Teacher Performance Evaluation Rubric

Teacher Name: _____ Building: _____ Year: _____

Evaluator Name: _____

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys,*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.

common assessments	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with students' prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities,	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior

and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	Element 4.2 Element 4.4 Element 6.4	characteristics or backgrounds.		strengths, needs, talents, backgrounds, skills, language proficiency and interests.	learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The

classroom walk-throughs/informal observations, peer review		The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about-student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to the students' sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to the students' sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and

				of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and

portfolios, post-conference		student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Walkthrough Form

Teacher: _____ **Grade/Subject:** _____

Evaluator: _____ **Date:** _____

Walkthrough Start: _____ **Walkthrough End:** _____

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
❑ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	❑ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
❑ Instructional time is used effectively	❑ Information is presented in multiple formats
❑ Teacher combines collaborative and whole class learning opportunities	❑ Routines, procedures and transitions are consistent, effective and maximize instructional time
❑ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	❑ Feedback is specific and timely and supports student learning
❑ Lesson makes clear and coherent connections with student prior learning and future learning	❑ Teacher selects, develops, and uses relevant assessment(s)
❑ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	❑ Teacher uses differentiated instructional strategies and resources for groups of students
❑ Other:	❑ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:
Click or tap here to enter text.

Evaluator Summary Comments:
Click or tap here to enter text.

Walkthrough Form

Teacher:		**Grade/Subject:**	
Evaluator:		**Date:**	
Walkthrough Start:		**Walkthrough End:**	

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
❑ Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	❑ Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
❑ Instructional time is used effectively	❑ Information is presented in multiple formats
❑ Teacher combines collaborative and whole class learning opportunities	❑ Routines, procedures and transitions are consistent, effective and maximize instructional time
❑ Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	❑ Feedback is specific and timely and supports student learning
❑ Lesson makes clear and coherent connections with student prior learning and future learning	❑ Teacher selects, develops, and uses relevant assessment(s)
❑ Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	❑ Teacher uses differentiated instructional strategies and resources for groups of students
❑ Other:	❑ Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Click or tap here to enter text.

Evaluator Summary Comments:

Click or tap here to enter text.

Final Holistic Rating

for Teachers on a Full OTES Cycle

Print this section for initials, signatures, and submission to Human Resources.

Teacher Name		Building	
Evaluator Name		Year	

Verification of Evaluation Process Completion

Process Step	*Date of Completion*
Professional Growth Plan	
Holistic Observation Pre Conference	
Holistic Observation	
Holistic Observation Post Conference	
Focused Observation Pre Conference	
Focused Observation	
Focused Observation Post Conference	
Walkthrough #1	
Walkthrough #2	

	Evaluator Initials	*Teacher Initials*
I agree that these steps were completed at the dates stated above.		

Summative Information

	Evaluator Comments			
Formal Holistic Observation	Click or tap here to enter comments regarding the formal holistic observation (first observation).			
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	Click or tap here to enter comments regarding the formal focused observation (second observation), addressing the focus areas agreed upon as goals.			
Professional Growth Plan (or Improvement Plan) Goal(s)	Copy the goal statement from the PGP or improvement plan.			
Summative Evaluator Comments	Click or tap here to enter comments regarding all observations, including formal observations and walkthroughs.			
Teacher Reflection	Click or tap here to reflect upon this evaluation and how it can inform future teaching.			
Final Holistic (Overall) Rating	**INEFFECTIVE**	**DEVELOPING**	**SKILLED**	**ACCOMPLISHED**
	×	×	×	×

☐ Check here if Improvement Plan has been recommended.

Teacher’s Signature	Date
Evaluator’s Signature	Date

Ohio Teacher Evaluation System

Evaluation Toolbox for Teachers on a Less Frequent Evaluation Cycle

Teacher Name _____ Building _____

Evaluator Name _____ Year _____

In this toolbox, find the following tools to complete a full evaluation.

1. One **professional growth plan** (PGP) will be completed to focus the year's evaluation.
2. One **pre-conference planning guide** will provide assistance for the needed pre-conference discussion.
3. One **evaluation form** will be completed to record evidence from one observation.
4. One **final holistic rating form** will summarize the evaluation, provide a carry-through rating, and carry acknowledgement and approval signatures.

Evaluators, complete this full evaluation toolbox and prepare a PDF version to be saved for permanent records. Print the final holistic rating form for signatures and submission to Human Resources.

Teacher Professional Growth Plan

for all Teachers

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name:

This Professional Growth Plan has been developed as: ☐ Self-Directed ☐Jointly Developed ☐Evaluator Guided

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Describe the alignment to district and/or building improvement plan(s): Click or tap here to enter text.
Comments: Click or tap here to enter text.

Choose the **Domain(s)** aligned to the goal(s).	
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery	☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Describe the alignment to district and/or building improvement plan(s): Click or tap here to enter text.
Comments: Click or tap here to enter text.

Pre-Conference Planning Guide

for a Traditional Observation

Teacher: **Grade(s)/Subject Area(s):**

Evaluator: **Class Period:** **Date:**

Directions: This **optional** planning guide may be used to provide focus for a teacher and an evaluator before a teaching observation. The content of this form is meant to help an evaluator provide better feedback during an observation.

Title

If the lesson has a title, list it here. If not, leave this area blank.

Ideas:

Click or tap here to enter text.

Standards

List the Ohio learning standards that this lesson will cover.

Ideas:

Click or tap here to enter text.

Learning Targets/Goals *List the learning targets you intend your students to meet or approach through this lesson.*

Ideas:

Click or tap here to enter text.

Success Criteria

Indicate how you intend to assess success in meeting the lesson's learning targets/goals.

Ideas:

Click or tap here to enter text.

Other Information

Add any other information you find relevant here.

Ideas:

Click or tap here to enter text.

Evaluation Observation Form

for OTES Teachers on the Less Frequent Cycle

Teacher		**Grade/Subject**		**Building**	
Evaluator		**Observation Date**			

Directions: This form serves as a record of an observation of a teacher's performance for at least 30 minutes. The evaluator will take notes from the observation to serve as a record of the lesson. Following those notes, the evaluator will provide recommendations for reinforcement and refinement to guide the teacher in those areas.

Observation Notes

Click or tap here to enter text.

Guidance for Reinforcement

Click or tap here to enter text.

Guidance for Refinement

Click or tap here to enter text.

Final Holistic Rating

for Teachers on a Full OTES Cycle

Teacher Name _____ Building _____

Evaluator Name _____ Year _____

Verification of Evaluation Process Completion

Process Step	*Date of Completion*
Professional Growth Plan	
Observation Pre Conference	
Observation	
Observation Post Conference	

Evaluator Initials _____ *Teacher Initials* _____

I agree that these steps were completed at the dates stated above.

	Evaluator Comments
Formal Holistic Observation	Click or tap here to enter comments regarding the formal holistic observation (first observation).
Formal Focused Observation	Click or tap here to enter comments regarding the formal focused observation (second observation), addressing the focus areas agreed upon as goals.

Focus Area(s): ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities				
Professional Growth Plan (or Improvement Plan) Goal(s)	Copy the goal statement from the PGP or improvement plan.			
Summative Evaluator Comments	Click or tap here to enter comments regarding all observations, including formal observations and walkthroughs.			
Teacher Reflection	Click or tap here to reflect upon this evaluation and how it can inform future teaching.			
Final Holistic (Overall) Rating	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
	×	×	×	×

☐ Check here if Improvement Plan has been recommended.

Teacher's Signature		Date
Evaluator's Signature		Date

Improvement Plan

for all Teachers

Teacher Name: Grade Level/Subject:

School Year: Building: Improvement Plan Conference:

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

_____ _____

Teacher's Signature Date

_____ _____

Evaluator's Signature Date

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

Evaluation of Improvement Plan

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

☐ 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 the recommended action.

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

_____ _____

Teacher's Signature Date

_____ _____

Evaluator's Signature Date

APPENDIX "C-2" non-OTES EVALUATION

Observation Form- non-OTES

Sylvania Schools **Assessment of Teacher Performance**

Evaluation Observation Form

for all Non-OTES Teachers

Teacher _____	**Educator Assignment _____**	**Building _____**
Evaluator _____	**Observation Date _____**	**Gifted/Grade _____**

Directions: This form serves as a record of an observation of a teacher's performance for at least 30 minutes. The evaluator will take notes from the observation to serve as a record of the lesson. Following those notes, the evaluator will provide recommendations for reinforcement and refinement to guide the teacher in those areas.

Observation Notes

Guidance for Reinforcement

Click or tap here to enter text.

Guidance for Refinement

Click or tap here to enter text.

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

Teachers have the right to attach comments.

If there <u>are</u> comments attached sign here:

_____ _____

Employee's Signature Evaluator's Signature

If there <u>are no</u> comments attached sign here:

_____ _____

Employee's Signature Evaluator's Signature

Pre Conference Form

for all Non-OTES Teachers

Teacher _____	**Teaching Assignment** _____	**Building** _____
Evaluator _____	**Observation Date** _____	**Gifted/Grade** _____

Directions: This **optional** planning guide may be used to provide focus for a teacher and an evaluator before a teaching observation. The content of this form is meant to help an evaluator provide better feedback during an observation.

What will I be observing today?

Ideas:
Click or tap here to enter text.

What are the goals of the meeting/activity?

Ideas:
Click or tap here to enter text.

To what extent do you want the others participating in the meeting/activity?

Ideas:
Click or tap here to enter text.

Do you anticipate any challenges to arise during the meeting/activity? Please explain.

Ideas:
Click or tap here to enter text.

While in the meeting/activity, I will be taking notes. Is there anything you want me to focus on during the observation?

Ideas:
Click or tap here to enter text.

APPENDIX "D" NOTICE OF NATURE OF PARENTAL/LEGAL GUARDIAN COMPLAINT

TO: _____FROM:_____
(EDUCATOR) (PRINCIPAL)

BUILDING: _____ DATE COMPLAINT RECEIVED:_____

COMPLAINT FROM: _____ TELEPHONE: _____

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

THE COMPLAINT CONCERNS:

_____

_____

_____

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

DATE OF RESPONSE (IF POSSIBLE): _____

RESULTS:

_____

_____

_____

_____

_____

WHITE: EDUCATOR

YELLOW:PRINCIPAL, AFTER COMPLETION

_____/_____

EDUCATOR'S SIGNATURE AND DATE
(FORM HAS BEEN COMPLETED

APPENDIX "E" PARENTAL/LEGAL GUARDIAN COMPLAINTS AGAINST EDUCATOR'

(MEETING FORM)
(ARTICLE III SECTION E)

TO: _____ BUILDING: _____
(EDUCATOR)

PRINCIPAL: _____ DATE OF MEETING: _____

PERSONS PRESENT:

_____

_____

_____

FORMAL COMPLAINT:

_____

_____

_____

EDUCATOR'S STATEMENT:

_____

_____

_____

SUMMARY OF MEETING

_____

_____

_____

Copies To: Educator	Signed: Educator _____
Complainant	Complainant _____
Principal	Principal _____

APPENDIX "F" EMERGENCY REMOVAL OF STUDENT

Sylvania City Schools

Sylvania, Ohio 43560 419-882-7901

EMERGENCY REMOVAL OF STUDENT

Name of Student_____
Date_____

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date of Pupil Removal _____ Time of Pupil Removal _____

Activity Pupil Removed From

_____

_____

Building _____ Signature of Educator _____

Received by _____ Date _____
Time _____

cc
Principal
Educator
Student's file

APPENDIX "G" LABOR MANAGEMENT RELATIONS COMMITTEE

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

If the Association presents to the Board at a Labor Management Relations Committee meeting an issue of general concern and requests a resolution to that issue, the Board shall, no later than the next LMRC meeting, submit to the Association the Board's plan of action to resolve the issue. If the Board fails to submit a plan of action in writing no later than the next LMRC meeting, the Association may request and the Board shall form a district committee, as described in Appendix M, to address the issue raised by the Association

APPENDIX "H" DESIGNATION OF BENEFICIARY

for Recant of Severance Benefits in the Event of Death

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

Name	Relationship	Address	Telephone No.	Percentage

(Total for all beneficiary(ies) should equal I00%)

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

Name	Relationship	Address	Telephone No.	Percentage

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

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

Dated _____ Employee _____

APPENDIX "I" Resident Educator Program for Sylvania Schools

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

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

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

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

1. Hold a valid Resident Educator license of any type or alternative Resident Educator license of any type, or a one-year out of state educator license.

2. Be employed by Sylvania Schools.

3. Teach at least two classes or .25 FTE in their area of licensure or in the area in which the educator holds a supplemental teaching license.

4. Be responsible for planning and delivering standards-based, pre-K12 curriculum to students and evaluating their progress.

5. Work 120 days as defined by Ohio Revised Code.

6. Be assigned an ODE-certified, trained mentor by Sylvania Schools

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

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

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

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

E. A ***Resident Educator Liaison*** is the person designated or hired by a school/district to manage the Resident Educator Program.

F. ***Program leaders*** are district leaders and/or program coordinators who are responsible for residency activities.

G. ***Educational Service Centers*** are regional centers and staff that provide Ohio school districts with professional development, technology, support, planning and administrative services.

H. *Higher education faculty and staff* are personnel working in regionally accredited Ohio private and public colleges and universities.

I. *Facilitator* is a person designated to Mentor Resident Educators through the RESA.

II. Purpose

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

III .Roles and Responsibilities

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

A. Administrators

1. Assist in selecting and assigning mentors.
2 .Ensure mentors attend state training.
3. Collaborate with the mentor and the Resident Educator to align Resident Educator goals.
4. Provide release time for mentor/resident educator collaboration.
5. Provide opportunities for observation for both the mentor and the resident educator.
6. Provide opportunity for the resident educator to engage in confidential communication with the administrator.
7. Discussions with the mentor should focus on ensuring goals for the resident educator are appropriate and aligned to the expectations of Resident Educator Program and school/district priorities.
8. Shall not request, direct, coerce a mentor to provide any evaluative information regarding the resident educator except in situations where the safety of students, educator or others in the school is at risk.
9. Provide assistance for orientation for resident educators on the following matters:
    a. The pupils and community to be served.
    b. School policies, procedures and routines.
    c. Courses of study, competency-based education programs, responsibility for lesson plans.
    d. The layout of facilities of the assigned school building(s).
    e. The nature of the Resident Educator Program which will be provided.
    f. Any specific information a resident educator may need to be adequately prepared for a specific assignment
10. Provide materials and resources to assist mentors and resident educators.

B. Mentors

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

1. The Mentor Educator shall carry out the Resident Educator Program in conjunction with Resident Educator as developed by the Ohio Department of Education.

2. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.), and protocols to support l the resident educator.

3. The mentor will attend regional mentor network meetings.

- The mentor shall not have a formal evaluative role. The mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.
- Year 3 Facilitators shall serve as mentors for the third year of the Resident Educator Program. Year 3 Facilitators will be selected, compensated, and have the same duties as mentors. Each Year 3 Facilitator shall have no more than ten (10) Year 3 Resident Educators assigned to them at any one time.

IV .Mentor Support-Collegial and Financial

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

1. Personal

a. Opportunities shall be provided on a regular basis for mentors to interact socially, share experiences and obtain emotional support as needed from their respective colleagues.

b. Administrators will be cognizant of the extra responsibilities which accompany mentorship.

2. Professional Support

a. All letters attesting to the service of the mentor will be placed in their respective file.

b. Appropriate educator development activities will be planned to assist the mentor in affective and cognitive areas related to mentoring.

c. During a year in which an educator is performing mentoring responsibilities, they will not be expected to serve as a cooperating educator.

B. Financial Support-Collegial and Financial

1. An appropriate amount of release time (up to a maximum equivalency of five (5) days) to the mentor to perform their respective mentor responsibilities. (Release time is no**t** to include normal preparation period).

V. Mentor Selection

A Resident Educator and Educational Personnel Mentorship

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

a. Be a full-time, regularly employed educator or educational personnel with Sylvania Schools.

b. Have a minimum of seven (7) years teaching experience per ODE.

c. Possess Standard Certification/Licensure for the appropriate assignment.

d. The principal may consider only those candidates who fulfilled the above criteria for recommendation to the Superintendent or Designee.

2. Procedure for nominating mentor candidates:

a. Any individual interested in becoming a mentor should submit an application to the RE Liaison or Steering Committee for pre-approval.

b. Be willing to complete required training by ODE.

c. The principal may consider only those candidates who fulfilled the above criteria for recommendation to the Superintendent orDesignee.

3. Assignments

a. Mentor and Resident Educator must be from the same building whenever possible.

b. Mentors may have a right to refusal.

c. Attempts should be made to rotate mentor responsibilities within the building.

d. Each mentor should not be assigned more than one (1) Resident Educator per year, except as provided in this Appendix for Year 2 and Year 3.

e. Not later than six (6) weeks after initiation of the mentorship, the mentor and/or the Resident Educator may exercise the option to request a new assignment from the building principal.

4 . Length of Service

a. Each mentor shall serve for a period of one (1) year or in accordance with ODE standards with the option to request a new assignment from the building principal.

b. The co-educator/mentor will perform such duties three (3) to four (4) hours per month per ODE and will be paid at the hourly rate.

c. Notwithstanding anything in this Appendix to the contrary, a Year I mentor will complete the Year 2 required observations and meetings for their Year 1 Resident Educator in Year 2. The mentor shall be compensated at the hourly rate for up to two (2) hours of pay.

B. Work Year

1. One (1) additional day prior to the first educator workday.

2. Conduct a minimum of three (3) and a maximum of five (5) full days of observation/supervision of the Resident Educator.

3. Following each day of observation/supervision, meet with the Resident Educator after school to discuss observation.

C . Compensation

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

VI. Program Budget

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

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

VII .Job Description for Sylvania Resident Educator Liaison

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

B. Qualifications:

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

C. Coordinator Job Duties:

1. Work under/with district curriculum director and in conjunction with the staff at the Educational Service Center of Lake Erie West (ESCLEW) to coordinate the district responsibilities for the ESCLEW resident educator program, serving as the direct contact for mentors and resident educators in the district. Attend meeting as necessary.

2. Help principals if needed, to select and assign mentor educators to resident educators.

3. Remind and provide notice to mentors and resident educators of the opportunity to attend mentor and resident educator training provided by LCESC.

4. Guide resident educators in future years of the RE program by coordinating their participation through district cohort groups.

5. Help to provide necessary resources for support and professional development to both resident educators and mentors when needed.

6. Facilitate and check progress assessments for the resident educator to verify they are meeting the summative assessment requirements for the program.

7. Be an "in-between" person for the resident educator and/or mentor if issues arise and be able to provide guidance for both individuals through the ODE resident educator recommendations and guidelines.

8. Meet regularly with the curriculum director to be up to date on any changes or additional responsibilities our school district needs to be aware of as part of the requirements from ODE.

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

VIII. Steering Committee

A. Selection:

1. Interested parties may submit names to the SEA President by March 1 of each year.

2. Educator and educational personnel will be appointed by the SEA President by May 30 of each year. The committee shall be comprised of three (3) SEA members plus the RE Liaison.

3. Committee members should have a minimum of (5) years' experience in the position they hold.

4 . The Superintendent will appoint two (2) administrators to serve on the committee.

5. The RE Liaison for the 2012 school year will be selected by the current (20112012) SIIC committee members.

B. Duties:

1. Send out Mentor applications to all educators

2. Screen and pre-approve applicants

3. Select RE Liaison

4. Maintain an up-to-date list of pre-approved mentors and a list of trained mentors

5. support the needs of the program

6. Meet twice (2) a year at other times as approved by the superintendent

C. Compensation:

RE Committee members will receive the district hourly rate.

APPENDIX "J" SPECIAL AREA SCHEDULES

GUIDELINES
FOR

DEVELOPING BUILDING SPECIAL AREA SCHEDULES

1. Block scheduling does not have to result in equal time allotments at one time for the special areas involved. Lack of separate gyms and cafeterias, art, or music rooms must be considered a limitation in block scheduling.

2. As the purpose of block scheduling is to gain common planning time for teams or grade level, if such time is not to be used for such common planning, then block scheduling does not have to occur.

3. Art educators should be scheduled with time allotted for cleanup-preparation activities.

4. All special area educators should have a schedule which permits some time between classes, especially when they must prepare for a different level of instruction.

5. Special area instruction should end at a reasonable time prior to the end of school dismissal time.

6. In cases of conflict in scheduling between special areas and recess, the special area instruction shall take precedence.

7. Special area educators may be provided for instruction to kindergarten students, and if provided, such instruction shall be under the following conditions:

    a) Students will receive one 55 minute per week block for art, and two weekly 27-minute rotating blocks for music and physical education.
    b) Appropriate facilities will be available, e.g. physical education to take place in gym or multi-purpose room.

Appendix "K" HEALTH PLAN COVERAGE OPTIONS

APPENDIX K.1

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
	PARAMOUNT 100% HMO
Child Age	End of month age 26
Deductible	Does not apply
Coinsurance	Does not apply
Maximum Out-of-Pocket	$1,500 (Single) / $3,000 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services: Wellness Visits, Annual Physicals and Immunizations (from age 9)	Covered in full
Routine Sick Visits	$15.00 Co-pay
Wellness Visits, Annual Physicals and Immunizations (Age 0-9)	Covered in full
Specialists Services:	
Office Visit	$15.00 Co-pay
OB/GYN Visits	$15.00 Co-pay
Annual OB/GYN Exam	Covered in full under preventive services
Maternity Care	Covered in full under preventive services
Sterilization/Contraceptive Services	Covered in full

Diagnostic Services (including lab, x-ray, mammograms, etc.)	
☐ At Physician's office	$15.00 Co-pay
☐ At Diagnostic facility	Covered in full
Inpatient Hospital Services:	Covered in full, after $150.00 co-pay per admission
☐ Facility	
☐ Physician Visits	
☐ Surgeon Fees	
Hospital Based Physicians:	Covered in full
☐ ER Physician	
☐ Anesthesiology	
☐ Pathology	
☐ Radiology	
Outpatient Hospital Services:	
Outpatient Surgery	Covered in full

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

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

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

Prescription Drug Benefit Summary

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

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

APPENDIX K.2

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
	PARAMOUNT HMO – 90% Coinsurance
Child Age	End of month age 26
Deductible	Does not apply
Coinsurance	90%/10% to $1,500/$3,000 (Maximum Out-of-Pocket (OPM))
Maximum Out-of-Pocket	$1,500 (Single) / $3,000 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services: Wellness Visits, Annual Physicals and Immunizations (from age 9)	Covered in full
Routine Sick Visits	$15.00 Co-pay
Wellness Visits, Annual Physicals and Immunizations (Age 0-9)	Covered in full
Specialists Services: ☐ Office Visit ☐ OB/GYN Visits ☐ Annual OB/GYN Exam ☐ Maternity Care	 $15.00 Co-pay $15.00 Co-pay Covered in full under preventive services Covered in full under preventive services
☐ Sterilization/Contraceptive Services	90% coinsurance to OPM

Appendix K (con't)

Diagnostic Services (including lab, x-ray, mammograms, etc.) □ At Physician's office	90% coinsurance to OPM
□ At Diagnostic facility	90% coinsurance to OPM
Inpatient Hospital Services: □ Facility □ Physician Visits □ Surgeon Fees	90% coinsurance to OPM
Hospital Based Physicians: □ ER Physician □ Anesthesiology □ Pathology □ Radiology	90% coinsurance to OPM
Outpatient Hospital Services: Outpatient Surgery	90% coinsurance to OPM

Appendix K (con't)

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

Student Coverage Rider	Students Out-of-Area are covered for Urgent and Emergency Services
Vision Hardware	$150.00 Rebate every 24 months
TMJ	***Covered
Human Organ Transplant	90% coinsurance to OPM
Second Surgical Opinion	Not Required

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

Prescription Drug Benefit Summary

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

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

APPENDIX K.3

Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
	PARAMOUNT HMO – 80% Coinsurance
Child Age	End of month age 26
Deductible	Does not apply
Coinsurance	80% / 20% to $1,500/$3,000 (Maximum Out-of-Pocket (OPM))
Maximum Out-of-Pocket	$1,500 (Single) / $3,000 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services: Wellness Visits, Annual Physicals and Immunizations (from age 9)	Covered in full
Routine Sick Visits	$15.00 Co-pay
Wellness Visits, Annual Physicals and Immunizations (Age 0-9)	Covered in full
Specialists Services: □ Office Visit □ OB/GYN Visits □ Annual OB/GYN Exam □ Maternity Care	 $15.00 Co-pay $15.00 Co-pay Covered in full under preventive services Covered in full under preventive services
□ Sterilization/Contraceptive Services	80% coinsurance to OPM

Appendix K (con't)

Diagnostic Services (including lab, x-ray, mammograms, etc.) ☐ At Physician's office	80% coinsurance to OPM
☐ At Diagnostic facility	80% coinsurance to OPM
Inpatient Hospital Services: ☐ Facility ☐ Physician Visits ☐ Surgeon Fees	80% coinsurance to OPM
Hospital Based Physicians: ☐ ER Physician ☐ Anesthesiology ☐ Pathology ☐ Radiology	80% coinsurance to OPM
Outpatient Hospital Services: Outpatient Surgery	80% coinsurance to OPM

Appendix "K" (con't)

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

Student Coverage Rider	Students Out-of-Area are covered for Urgent and Emergency Services
Vision Hardware	$150.00 Rebate every 24 months
TMJ	***Covered
Human Organ Transplant	80% coinsurance to OPM
Second Surgical Opinion	Not Required

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

Prescription Drug Benefit Summary

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

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

APPENDIX K.4

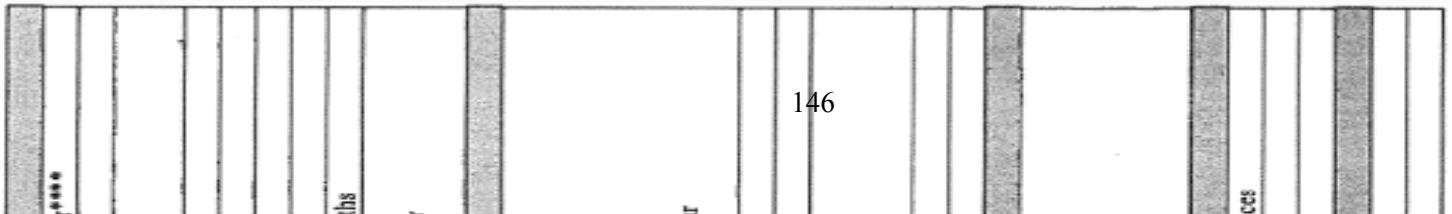
Effective 1/1/15

SYLVANIA SCHOOLS BENEFIT COMPARISON	
	PARAMOUNT High Deductible HMO
Child Age	End of month age 26
Deductible	$2,600 (Single) / $5,200 (Family)
Health Savings Account (HSA) Contributions	Eligible
Coinsurance	100%
Maximum Out-of-Pocket	$2,600 (Single) / $5,200 (Family) for in-network/out-of-network (includes Co-pays, Rx Co-pays and Coinsurance)
Maximum Lifetime Benefit	Does not apply
Non-Precertification Penalty	Does not apply
Pre-Existing Conditions	Does not apply
Primary Care Services: Wellness Visits, Annual Physicals and Immunizations (from age 9) Routine Sick Visits Wellness Visits, Annual Physicals and Immunizations (Age 0-9)	Covered in full 100% Coinsurance after deductible Covered in full
Specialists Services: ☐ Office Visit ☐ OB/GYN Visits ☐ Annual OB/GYN Exam ☐ Maternity Care	 100% Coinsurance after deductible 100% Coinsurance after deductible Covered in full under preventive services Covered in full under preventive services
☐ Sterilization/Contraceptive Services	100% Coinsurance after deductible

Appendix "K" (con't)

Diagnostic Services (including lab, x-ray, mammograms, etc.) ☐ At Physician's office	100% Coinsurance after deductible
☐ At Diagnostic facility	100% Coinsurance after deductible
Inpatient Hospital Services: ☐ Facility ☐ Physician Visits ☐ Surgeon Fees	100% Coinsurance after deductible
Hospital Based Physicians: ☐ ER Physician ☐ Anesthesiology ☐ Pathology ☐ Radiology	100% Coinsurance after deductible
Outpatient Hospital Services: Outpatient Surgery	100% Coinsurance after deductible

Appendix K (con't)



Appendix K (con't)

Prescription Drug Benefit Summary

	Prescription Drug Summary
Co-payment Structure	100% Coinsurance after deductible

Prescription Drug Benefit Summary

APPENDIX "L" COLLABORATIVE ASSISTANCE PROGRAM (C.A.P.)

C.A.P.
Collaborative Assistance Program

... Educators and Administrators working together to assist peers in their journey toward educational excellence.

C.A.P. - Collaborative Assistance Project Sylvania Schools

GOAL

To bring direct, focused assistance to educators experiencing difficulties in the classroom or performing professional responsibilities.

HISTORY

In 1999, educators and administrators formed a joint committee to explore ways to improve instruction in the Sylvania School System. Our first goal was to rewrite the teacher evaluation instrument. Our second task became the development of an Entry Year Teacher or Mentor Program for new teachers. Both of these goals were achieved by 2002. Our third undertaking has been to create a program to assist educators struggling to perform their professional duties.

Although the Sylvania School System's contractual evaluation process was clearly defined, it lacked a component necessary to offer assistance to struggling educators. The Collaborative Assistance Program was developed to provide formal, organized, and timely assistance to educators in need.

In addition to the need for formal assistance based on the evaluation, we recognized that educators might find it necessary to seek additional assistance due to change in work assignment, illness, or catastrophic life circumstances. CAP hopes to address these needs by allowing educators to self-refer into the program.

CAP: Intervention Process

The referral process is initiated.

- In a self-referral, the educator seeking intervention completes the CAP Intervention Referral Form.
- In an administrative referral, the building principal completes the CAP Intervention Referral Form.

The referral form is received by the Human Resource Director.

- The Human Resource Director meets with CAP Governing Board consisting of the director, an elementary teacher appointed by SEA from SIIC, a secondary teacher appointed by SEA from SIIC and a district administrator to discuss the referral.
- The referred educator and referring administrator receive written notification within five working days of acceptance into CAP and the assignment of a consulting educator or of a referral to the resources listed on the staff resource database.
- If any questions should arise concerning the placement, the respondent should contact one of the following: The SEA CAP representative, the Human Resource Director or an SEA representative.

The referred educator accepts or declines CAP assistance within 5 working days.

- If the referred educator accepts assistance, he/she enters CAP, chooses an SEA representative to attend Action Team meetings, and meets with the ActionTeam.
- If the referred educator rejects assistance, the written rejection is placed in the CAP file int eh Human Resource Department.

The following parameters govern the Action Plan.

- The Action Team, which consists of the referred educator, SEA representative of choice, the building administrator, a central office administrator, the SEA CAP representative, and the consulting educator, convenes.
- An Action Plan is created and includes the following components:
    - Areas needing improvement;
    - Specific suggestions for improvement;
    - A timeline for implementation;
    - A reflection form;
    - A monthly progress report by the consulting educator to the Action Team.
- A review of the action plan can be requested at any time by any member of the Action Team to discuss progress, modification, or exit.

The following parameters govern exit from CAP.

- At the maximum of one year, the Action Team decides if the participating educator has made sufficient progress. If so, he/she exists CAP and returns to normal status.
- If the problem has not been sufficiently corrected and further assistance is judged to be useful, then the participating educator should continue in CAP.
- If the problem has not been corrected and further assistance is judged to be non-productive, the participating educator should be discontinued from CAP.
- The decision concerning exit or continuation shall be determined by a majority vote of the Action Team. If deemed necessary, a second action plan can be developed.
- Any paperwork accumulated while an employee is participating in CAP will be kept in a CAP file in the Human Resources Office and will not be part of the employee's personnel file. All conversations and meetings related to CAP participation will be held in strict confidentiality.

CAP: Intervention Referral From

Name _____ **Building** _____

Assignment _____ **WorkPhone** _____

Reason for request for collaborative assistance:

_____

_____

_____

_____

_____

_____

On which areas/domains of teacher performance do you wish to focus?

_____

_____

_____

_____

_____

_____Educator's Signature

_____

Administrator's Signature _____

Forward completed form:
CAP Committee
Human Resource Department Burnham Building

Governing Board Disposition:

_____

_____

_____

_____

_____

_____Date _____

Collaborative Assistance Program Educator Accept/Decline Form

_____
Date

_____,

The governing board of the Collaborative Assistance Program (CAP) has reviewed your referral and has recommended accepting you into the program. As a result, you will be given the opportunity to meet with an Action Team to develop a plan for intervention. The Action Team may consist of an SEA representative of your choice, your building administrator, a representative from Central Office Administration, the SEA CAP representative, and a consulting educator. If you need further information about CAP, contact you SEA CAP representative, the Director of Human Resources, your building administrator or any Sylvania Instructional Improvement Committee member.

If you unwilling to participate in the Collaborative Assistance Program, you must notify _____ in writing within five days.

Sincerely,

Action Plan

After acceptance into CAP, a plan will be developed by the CAP action team which will address the reason for the request for assistance. This plan will include a timeline for implementation, actions to be implemented by the Participating Educator, and the responsibilities of the Participating Educator, the Consulting Educator, and the administrator.

The Participating Educator will be required to provide written reflections in response to the implementation of each recommended action. The Consulting Educator will meet with the Participating Educator to actively review these reflections. Following each review meeting, the Consulting Educator will complete and submit a monthly report form to the Action Team on the progress of the action plan for the Participating Educator.

Included in the Action Plan are the following:

- An Action Plan Chart
- A two-sided reflection page for each action
- Consulting educator Monthly Report Chart

C.A.P. - Collaborative Assistance Project Sylvania Schools

_____

Action Plan

Contact Information: Date : _____

Name_____Building _____

Address

_____

City _____ Zip _____

Phone _____ Cell _____

Building Ext._____

Reason for Request

_____

_____

_____

Participant _____

Consulting Teacher _____

Administrator _____

ACTION	TIMELINE	ROLE OF TEACHER	ROLE OF THE CONSULTING TEACHER	ROLE OF THE ADMINISTRATOR

Monthly Report

Name _____ Building _____ Date _____

Reason for Request:

_____

_____

_____

Participant _____
Consulting Teacher _____
Administrator _____

ACTION	#1	#2	#3	#4	#5
Implementation					
Reflection					
Review					
Revise					
Comments					

Action Plan Reflection

Participant: _____ Date _____

Action#: _____

Detail:

_____

_____

Reflection: What have you learned from this action? How will this relate to your professional development?

_____
_____
_____
_____
_____
_____

How do you intend to implement what you have learned in your work setting? Include your time frame for implementation.

_____
_____
_____
_____
_____
_____
_____

Evaluate Implementation: What have you discovered as a result of implementing this action in your work setting?

_____
_____
_____
_____
_____
_____
_____

What revisions, if any, would you make for this action?

_____
_____
_____
_____
_____
_____

Do you plan on continuing implementation of this action?

_____Yes _____ No

Additional comments if any:

_____
_____
_____
_____
_____
_____

CAP Consulting Educator Selection Process

Any teacher who is interested in serving as a Consulting Educator for the Collaborative Assistance Program and meets the qualifications must complete an application form. This application form may be obtained from the Human Resources Office and will be accepted at any time throughout the year. Completed applications will remain on file in the Human Resources Office for current and future consideration based on the needs of the Collaborative Assistance Program.

Once an educator is referred to participate in CAP and accepts placement, a Consulting Educator will be selected to work with the Participating Educator. Selection of a Consulting Educator will be determined by the GAP Governing Board based on a review of Consulting Educator applications. This Board consists of an elementary teacher, a secondary teacher, an administrator, and the Human Resources Director.

CAP Consulting Educator
Qualifications & Compensation

The role of the Consulting Educator in CAP is significant. These educators must possess a special set of characteristics, training, experience and abilities in order to perform their responsibilities. The following requirements will be utilized in the selection of Consulting Educators.

CAP Consulting Educator Qualifications:

1. Has taught in Sylvania Schools for a minimum of5 years
2. Possesses standard certificate/licensure for appropriate assignment
3. Has the recommendation of a principal or supervisor
4. Is located in the same building as the Participating Educator (if possible)
5. Has completed Pathwise Training
6. Demonstrates outstanding teaching abilities including:
    - Strong communication skills
    - Professional and personal time management skills
    - Possessing a wide variety of effective instructional strategies
    - Possessing knowledge of a variety of classroom management skills
    - Understanding curriculum, courses of study and state assessments
7. Demonstrates the ability to work cooperatively and effectively with other professional staff members
8. Demonstrates a commitment to professional growth both in self and for other teachers

CAP Consulting Educator Compensation:

Consulting Educators will be compensated at the current hourly rate (per the currently negotiated agreement) not to exceed IO hours outside of the contracted day per 30-day CAP cycle. Consulting Educators will keep an hourly log to verify the hours worked outside of the contracted day.

In addition, Consulting Educators will receive release time not to exceed two half days per 30-day CAP cycle.

CAP Consulting Educator Duties

CAP Consulting educator duties may include:

- Participating as part of the Action Team to create an action plan
- Making informal visitations to the Participating Educator's classes
- Holding conferences with the Participating Educator to provide feedback
- Maintaining a record of the number of classroom visits and conferences held with the Participating Educator
- Suggesting materials, resources, strategies, and techniques to be utilized by the Participating Educator
- Maintaining a list of materials, resources, strategies and techniques that have been suggested for uses to the Participating Educator
- Assisting the Participating Educator to identify and attend pertinent professional development opportunities
- Maintaining a list of professional development opportunities recommended for the Participating Educator and indicating attendance a the recommended opportunities
- Maintaining a log of additional hours worked, not to exceed 10 hours per 30 day cycle
- Providing a monthly progress report to the Action Team
- **Requesting to reconvene the Action Team at any time to discuss problems related to the implementation of the Action Plan**
- Meeting every 30 days with the Action Team to determine if continued participation by the Participating Educator is necessary
- Completing other duties as agreed upon by theAction Team

Consulting Teacher Application

Name _____ School _____

Grade Level _____ Subject Area _____

Current Certificates/licenses _____

Number of years in district _____ Total number of years teaching _____

Home Address _____

_____

Home Phone _____ Work Extension _____

Work Email _____

Date of your Pathwise Training _____

Have you ever served as a mentor? _____ To Whom? _____ When? _____

Have you ever served as a cooperating teacher for a student teacher? _____

When? _____ University/college _____

1. What do you believe are your specific educational strengths and areas of expertise?

_____
_____
_____
_____

2. What qualities do you possess which enable you to be an effective consulting educator?

_____
_____
_____

3. Discuss an example (no names) of a situation where you have successfully assisted another educator?

_____
_____
_____
_____

4. What would you do as a CAP consultant if your strategies and suggestions for assisting the participating educator were not successful?

_____
_____
_____
_____

References: (Please provide two references)

Principal or supervisor _____

School Phone Number _____

Colleague _____

School Phone Number _____

Submit the completed application and attachment to the Assistant Superintendent either electronically or by inter-school mail.

NOTES

APPENDIX "M" DISTRICT COMMITTEES

The Administration may at its discretion form district committees on which educators serve. At the time of formation of the committee, the Administration shall state the purpose of the committee. The Association shall appoint the educators who will serve on district committees. Educators who serve on district committees shall be compensated in accordance with Article XIV G5a of this Agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania Education Association (the "SEA") and the Sylvania Schools Board of Education (the "Board"). The Board and the SEA are parties to a Collective Bargaining Agreement (the "Agreement") having a term from July 1, 2020, through June 30, 2023.

WHEREAS, The Board and the SEA recognize the challenges and demands placed on new educators in their early years of employment. Conflicts exist between contract renewal language in the Agreement, the Ohio Teachers Evaluation System (OTES) cycle, and the Resident Educator Summative Assessment (RESA) mandated project submission.

1. The OTES committee, with representation from Administration and SEA, met to create and develop language regarding OTES. The Board and SEA agree to amend the Agreement dated July 1, 2020 through June 30, 2023, and adopt the revised Article XIX (attached hereto as Exhibit "A") and Appendix C (attached hereto as Exhibit "B"), as it pertains to teacher evaluation and OTES.

2. The Board and SEA agree to amend the Agreement in order to adjust the OTES procedures and forms used to evaluate educators not in the OTES cycle for the 2020-2021 school year.

3. In the second semester of the 2020-2021 school year, for an educator not formally evaluated as a result of Article XIX, a credentialed evaluator shall conduct an informal narrative observation of the educator of a minimum of twenty (20) minutes and hold one conference with the educator.

4. The evaluation tool used by the credential evaluator will be the non-OTES Observation Form as designated by the District OTES Committee (Exhibit "B" hereto).

5. All forms and procedures (#2 and #3 above) will revert back to those set forth in Article XIX, at the end of the 2020-2021 school year.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Understanding, which shall be effective upon approval of the Board and the SEA.

FOR THE SEA

2/23/21

SEA President, Dan Greenberg Date

FOR THE BOARD

2.22.21

Board President, Julie Hoffman Date

MEMORANDUM OF AGREEMENT
CONTRACT RATIFICATION 2023-2026

This Memorandum of Agreement ("MOA") is entered into by and between the Sylvania School District Board of Education("Board") and the Sylvania Education Association ("SEA"). For mutually adequate consideration, as stated herein, the parties agree:

WHEREAS the Board and the Association are parties to a collective bargaining agreement in effect July 1, 2020- June 30, 2023 ("the 2020-2023 Agreement"); and

The parties agree to the following:

1. Continuity of the Contract and Rollover- The Board and the Association hereby agree to "rollover" the current 2020-2023 Agreement through June 30, 2026, except identified herein.

2. Salary- The base salaries shall be:

   23-24 School Year - $43,669

   24-25 School Year - $44,979

   25-26 School Year - $46,328

3. MOUs- The inclusion of six current MOUs throughout the duration of the new agreement (attached).

The parties hereby enter into this Memorandum of Understanding on this 12 day of December 2022.

Dan Greenberg, President
Sylvania Education Association

Greg Feller, President
Sylvania School Board of Education

cc: Human Capital
Treasurer's Office

MEMORANDUM OF UNDERSTANDING
E-SPORTS COACH

The Sylvania Education Association and the Sylvania Schools Board of Education are parties to a collective bargaining agreement (Agreement) having a term July 1, 2023, through June 30, 2026.

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania School District Board of Education("Board") and the Sylvania Education Association ("SEA") for the duration of the Agreement (July 1, 2023 - June 30, 2026) . For mutually adequate consideration, as stated herein, the parties agree:

1. To create a process for the selection of two Esports coaches (one at Northview, one at Southview) for the 2023-24, 2024-25 and 2025-26 school years.

2. The responsibilities for the Esports coaches are outlined in the attached job description.

3. The process for selection of coaches will consist of the following:
    a. Districtwide Posting
    b. Letter of interest submitted to the building principal.
    c. Interviews conducted by the building principal.
    d. Recommendations from the building principal to the HR Director.

3. The stipend is .074 of the base salary established in the collective bargaining agreement.

4. This Memorandum and its terms shall not be regarded as a past practice or a precedent of any kind by either party or members of the SEA bargaining unit or administration.

The parties hereby enter into this Memorandum of Understanding on this 12 day of December, 2022.

Dan Greenberg, President
Sylvania Education Association

Greg Feller, President
Sylvania School Board of Education

cc: Human Resources
Treasurer's Office

MEMORANDUM OF UNDERSTANDING
GRADPOINT COORDINATOR

The Sylvania Education Association and the Sylvania Schools Board of Education are parties to a collective bargaining agreement (Agreement) having a term July 1, 2023, through June 30, 2026.

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania School District Board of Education("Board") and the Sylvania Education Association ("SEA") for the duration of the Agreement (July 1, 2023 - June 30, 2026) . For mutually adequate consideration, as stated herein, the parties agree:

1. Southview and Northview each employ one (1) GradPoint Building Coordinator, for a total of two (2) Gradpoint Building Coordinators districtwide.

2. Gradpoint Coordinators are each currently compensated at an hourly rate of $37/hr for 72 hours, for a total of $2664.00 per academic year.

3. This Memorandum of Understanding would convert the hourly compensation to a year-long supplemental of $2664.00 per Gradpoint Coordinator.

4. This memorandum of understanding will not alter the employment status of those individuals who have already been hired as Gradpoint Coordinators for the 2023-24, 2024-25 and 2025-26 school years.

5. This Memorandum and its terms shall not be regarded as a past practice or a precedent of any kind by either party or members of the SEA bargaining unit or administration.

The parties hereby enter into this Memorandum of Understanding on this 12 day of December, 2022.

Dan Greenberg, President
Sylvania Education Association

Greg Feller, President
Sylvania Schools Board of Education

cc: Human Resources
Treasurer's Office

MEMORANDUM OF UNDERSTANDING
SEA PRESIDENT RELEASE TIME

The Sylvania Education Association and the Sylvania Schools Board of Education are parties to a collective bargaining agreement (Agreement) having a term July 1, 2023, through June 30, 2026.

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania School District Board of Education("Board") and the Sylvania Education Association ("SEA") for the duration of the Agreement (July 1, 2023 - June 30, 2026) . For mutually adequate consideration, as stated herein, the parties agree:

1. For the 2023-24, 2024-25 and 2025-26 school years, the President of SEA shall remain a full-time employee of Sylvania Schools, complete with all salary, rights, benefits, and protections contractually ensured to a full-time certificated employee.
2. For the 2023-24, 2024-25 and 2025-26 school years, the SEA President shall complete his/her teaching duties on a "three-sixths" (3/6) basis of the Educator Work Day schedule specified in Article VII, Section D of the Agreement.
3. Both parties understand that the SEA President shall utilize the remaining three-sixths (3/6) of the Educator Work Day to complete tasks commensurate with his/her duties as SEA President.
4. The Board shall hire a teacher to teach the three-sixths (3/6) portion of the workday during which the SEA President completes the tasks described in Item 3 of this MOU.
5. In each school year of the Agreement, SEA agrees to reimburse the Board up to twenty-thousand dollars ($20,000) of the costs associated with the employment of the three-sixths teacher hired.

The parties hereby enter into this Memorandum of Understanding on this 12 day of December, 2022.

Dan Greenberg, President
Sylvania Education Association

Greg Feller President
Sylvania School Board of Education

cc: Human Resources
Treasurer's Office

MEMORANDUM OF UNDERSTANDING
PROJECT UNIFY COORDINATOR

The Sylvania Education Association and the Sylvania Schools Board of Education are parties to a collective bargaining agreement (Agreement) having a term July 1, 2023, through June 30, 2026.

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania School District Board of Education("Board") and the Sylvania Education Association ("SEA") for the duration of the Agreement (July 1, 2023 - June 30, 2026) . For mutually adequate consideration, as stated herein, the parties agree:

1. To create a process for the selection of a Project Unify Coordinator for the 2023-24, 2024-25 and 2025-26 school years.

2. The responsibilities for the Project Unify Coordinator is outlined in the attached job description.

3. The process for selection of coaches will consist of the following:
    a. Districtwide Posting
    b. Letter of interest submitted to the Director of Human Capital
    c. Interviews conducted by the Director of Human Capital

4. The stipend is .065 of the base salary established in the collective bargaining agreement.

5. This Memorandum and its terms shall not be regarded as a past practice or a precedent of any kind by either party or members of the SEA bargaining unit or administration.

The parties hereby enter into this Memorandum of Understanding on this 12 day of December, 2022.

Dan Greenberg, President
Sylvania Education Association

Greg Feller President
Sylvania School Board of Education

cc: Human Resources
Treasurer's Office

MEMORANDUM OF UNDERSTANDING
RESIDENT EDUCATOR SUPPLEMENTAL POSITIONS

The Sylvania Education Association and the Sylvania Schools Board of Education are parties to a collective bargaining agreement (Agreement) having a term July 1, 2023, through June 30, 2026.

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania School District Board of Education("Board") and the Sylvania Education Association ("SEA") for the duration of the Agreement (July 1, 2023 - June 30, 2026) . For mutually adequate consideration, as stated herein, the parties agree:

1. For the 2023-24, 2024-25 and 2025-26 school years, the Resident Educator "Program Coordinator" (the individual who oversees the Resident Educator program and acts as the cohort mentor for all 2nd, 3rd and 4th year participants in the Resident Educator Program) shall be compensated at the rate of .12 of the base educator salary established in the Agreement.

2. For the 2023-24, 2024-25 and 2025-26 school years, each Resident Educator "Mentor" (individuals who provides one to one mentoring for each Year 1 participant in the RE program for the entire school year) shall be compensated at the rate of .06 of the base educator salary established in the Agreement.

3. For the 2023-24, 2024-25 and 2025-26 school years, each Resident Educator "Facilitator" (individuals who, for one semester, work with up to 10 participants who are participating in RESA) shall be compensated at the rate of .03 of the base educator salary established in the Agreement

4. The terms of this MOU, shall supersede the language in appendixes B and I of the Agreement, relating to the compensation rate for Resident Educator supplemental positions (Liaison, Mentor and Program Coordinator).

5. This Memorandum and its terms shall not be regarded as a past practice or a precedent of any kind by either party or members of the SEA bargaining unit or administration.

The parties hereby enter into this Memorandum of Understanding on this 12 day of December, 2022.

Dan Greenberg, President
Sylvania Education Association

Greg Feller, President
Sylvania School Board of Education

cc: Human Resources
Treasurer's Office

MEMORANDUM OF UNDERSTANDING
Calendar and Collaboration Days

The Sylvania Education Association and the Sylvania Schools Board of Education are parties to a collective bargaining agreement (Agreement) having a term July 1, 2023, through June 30, 2026.

This Memorandum of Understanding ("MOU") is entered into by and between the Sylvania School District Board of Education ("Board") and the Sylvania Education Association ("SEA"). For mutually adequate consideration, as stated herein, the parties agree:

In lieu of the language in Article VI A 1 and Article VI A 5 of the Agreement, for the 2023-24, 2024-25 and 2025-26 school years, SEA and Sylvania District Board of Education agree to the following parameters for the district calendar:

Where As: Schools that are more collaborative have been shown to have stronger student academic outcomes than schools that are less collaborative.
Where As: When it comes to specific approaches to fostering collaboration, studies have found different degrees of effectiveness in improving student achievement.
Where As: Strong social connections among teachers may benefit students.
Where As: Collaborative approaches to using student performance evidence might improve the effectiveness of evidence-informed school improvement efforts.

- No more than 185 educator workdays. Included in the 185 days will be:
    - Three (3) "Work" days for all staff consisting of one (1) full day at the beginning of the school year before students' first day, one (1) full day at the end of the 1st semester, one (1) full day at the end of the school year, after students' last day. These Work days shall be for the purpose of teachers preparing their classrooms, finalizing grades or attending to other work they deem necessary for their position. No meetings shall be scheduled for this day.
    - Six (6) "Professional Learning (PL) days will be scheduled in the school calendar that will consist of building and district-directed professional development.
    - The Professional Learning Days will reserve up to 3 hours for District/Building level development, and the remaining time shall be used for teacher-led collaboration activities approved by building principals or district Administration. Collaboration activities shall be designed to enhance student learning, improve student achievement and may be organized by department, subject area, related services, grade or building level. During the time designated for teacher led collaboration activities, there shall be no district-initiated or administrative-led professional development/training. All efforts will be made for district/building level development to occur at the same time across all work sites, to maximize teachers' ability to collaborate with their colleagues across the district.
    - Two (2) guardian/educator conference days for grades K-8
    - One (1) guardian/educator conference day for grades 9-12

This is a one-time agreement and does not establish a precedent of past practice.

The parties hereby enter into this Memorandum of Agreement on this 12 day of December, 2022.

Dan Greenberg

SEA President

Greg Feller

Sylvania School District
Board of Education President